

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, September 13, 2021 at 9:00 a.m.

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

Agenda Descriptions

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

Public Availability of Agenda Materials

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

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

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

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





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

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

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

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

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

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

Call to Order

Roll Call

Invocation

Director Goodell

Pledge of Allegiance

Director Foley

Special Calendar

There are no Special Calendar matters.





Consent Calendar (Items 1 through 20)

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

1. Approval of Minutes

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of August 23, 2021.

2. Coronavirus Update

Darrell E. Johnson

Overview

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

Recommendation

Receive and file as an information item.

3. Orange County Transportation Authority Investment and Debt Programs Report - July 2021

Robert Davis/Andrew Oftelie

Overview

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



3. (Continued)

Recommendation

Receive and file as an information item.

4. Authorization for the Orange County Transportation Authority to Deposit and Invest Excess Funds with the Treasurer-Tax Collector of the County of Orange

Robert Davis/Andrew Oftelie

Overview

Staff is requesting authorization to deposit and invest excess funds with the Treasurer-Tax Collector of the County of Orange.

Recommendation

Approve Resolution No. 2021-062 authorizing the Orange County Transportation Authority to deposit and invest excess funds with the Treasurer-Tax Collector of the County of Orange.

5. Bond Anticipation Notes (Interstate 405 Improvement Project), Series 2021 Financing Documents

Robert Davis/Andrew Oftelie

Overview

The Orange County Transportation Authority Board of Directors approved the issuance of Bond Anticipation Notes as a short-term interim financing to support the construction of the Interstate 405 Improvement Project, and the selection of an underwriting team. Final approval for the issuance of the Bond Anticipation Notes and the financing documents for the proposed transaction are presented for review and approval.



5. (Continued)

Recommendation

Adopt Resolution No. 2021-076, authorizing the issuance and sale of Bond Anticipation Notes (I-405 Improvement Project), Series 2021 in an aggregate principal amount not to exceed \$675 million, and the execution and delivery of related financing documents. The related financing documents include forms of the Master Indenture, First Supplemental Indenture, Standby Bond Purchase Agreement, Purchase Contract, Preliminary Official Statement, and the form of the Continuing Disclosure Certificate, and taking all other actions necessary in connection with the proposed transaction.

6. Excess Workers' Compensation Insurance Policy

Al Gorski/Maggie McJilton

Overview

The Orange County Transportation Authority currently has an excess workers' compensation insurance policy with Arch Insurance Company. This policy will expire on October 1, 2021, and a renewal is necessary to maintain coverage.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute amount of Order No. A48430. in the \$500.000. Purchase Marsh Risk and Insurance Services, Inc., to purchase excess workers' compensation insurance behalf of the Orange County on Transportation Authority for the policy period of October 1, 2021 to October 1, 2022.

7. Metrolink Fiscal Year 2020-21 Performance Report

Alexis Murillo Felix/Jennifer L. Bergener

Overview

The Southern California Regional Rail Authority is a five-member joint powers authority that operates the 400-mile commuter rail service known as Metrolink. A report on Metrolink ridership, revenue, and on-time performance for service in Orange County covering fiscal year 2020-21 is provided for consideration by the Board of Directors.



7. (Continued)

Recommendation

Receive and file as an information item.

8. Approval to Release Request for Proposals for Maintenance Services for Operating Railroad Right-of-Way

Gerald Ray Smith, Jr. /Jennifer L. Bergener

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain contractor services to provide preventative and corrective maintenance for the Orange County Transportation Authority's operating railroad right-of-way.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3684 for selection of a contractor to provide maintenance services for the operating railroad right-of-way.
- B. Approve the release of Request for Proposals 1-3684 for maintenance services for the operating railroad right-of-way.

9. South Orange County Multimodal Transportation Study Update Warren Whiteaker/Kia Mortazavi

Overview

The Orange County Transportation Authority is conducting a long-range multimodal transportation study for the south Orange County area. Objectives of the study are to document transportation issues and opportunities, engage with key stakeholders, partner agencies, and the public to identify potential long-term multimodal solutions. A status report on the study is provided for Board of Directors' consideration.

Recommendation

Receive and file as an information item.



10. Grant Awards for the Garden Grove-Santa Ana Rails-to-Trails Gap Closure and Bus Stop Safety and Accessibility Study Roslyn Lau/Kia Mortazavi

Overview

The Orange County Transportation Authority was awarded \$3,000,000 for the Garden Grove-Santa Ana Rails-to-Trails Gap Closure through the statewide Active Transportation Program, and \$300,000 for the Bus Stop Safety and Accessibility Study through the regional Sustainable Communities Program. To utilize these grants, Board of Directors' approval is requested to accept the awards and enter into agreements with the granting agencies.

Recommendations

- Α. Adopt Transportation Orange County Authority Resolution No. 2021-071 and authorize the Chief Executive Officer, or designee, to accept the Active Transportation Program \$3,000,000 grant award and execute required grant-related agreements Department with the California of Transportation California Transportation Commission.
- B. Adopt Orange County Transportation Authority Resolution No. 2021-072 and authorize the Chief Executive Officer, or designee, to accept the Sustainable Communities Program \$300,000 grant award and execute grant-related agreements with the Southern California Association of Governments.
- C. Authorize the Chief Executive Officer, or designee, to amend the Federal Transportation Improvement Program and process all necessary amendments to facilitate the recommendations above.

11. Grant Award Acceptance for the 2022 Orange County Fair Express Bus Service

Jennifer Haith Farinas/Kia Mortazavi

Overview

The Mobile Source Air Pollution Reduction Review Committee awarded the Orange County Transportation Authority \$289,054 in competitive Major Event Center Transportation Program funding. The grant award will support the 2022 Orange County Fair Express Bus Service.



11. (Continued)

Recommendation

Authorize the Chief Executive Officer, or designee, to accept the Mobile Source Air Pollution Reduction Review Committee Major Event Center Transportation Program award for \$289,054, and to negotiate and execute grant-related agreements and documents with the Mobile Source Air Pollution Reduction Review Committee.

Orange County Transit District Consent Calendar Matters

12. Agreement for Compressed Natural Gas Fueling Facility Operation and Maintenance

Dayle Withers/Jennifer L. Bergener

Overview

On May 10, 2021, the Board of Directors approved the release of a request for proposals for the operation and maintenance of compressed natural gas fueling facilities located at the Anaheim, Garden Grove, and Santa Ana bases. Proposals were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. Staff is requesting Board of Directors' approval to award an agreement for these services

Recommendations

- A. Approve the selection of Trillium USA Company, LLC, doing business as Trillium, as the firm to provide compressed natural gas fueling facility operation and maintenance.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3317 between the Orange County Transportation Authority and Trillium USA Company, LLC, doing business as Trillium, in the amount of \$1,845,540, to provide compressed natural gas fueling facility operation and maintenance for a three-year initial term beginning December 1, 2021, with two, one-year option terms.



13. October 2021 Bus Service Change

Jorge Duran/Kia Mortazavi

Overview

In anticipation of increased demand due to the return of in-person learning for most schools, colleges, and universities, Orange County Transportation Authority implemented a service change on August 15, 2021. The proposed October 2021 bus service change will provide more service to address expected ridership increases related to the return of in-person learning and work trips for most sectors of the economy, including the resurgence of hospitality industry activities.

Recommendation

Receive and file as an information item.

Orange County Local Transportation Authority Consent Calendar Matters

14. Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 55 Improvement Project Between Interstate 5 and State Route 91

Jeannie Lee/James G. Beil

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91.

Recommendation(s)

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3643 for consultant services for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91.



14. (Continued)

B. Approve the release of Request for Proposals 1-3643 for consultant services for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91.

15. Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605

Jeff Mills/James G. Beil

Overview

On November 14, 2016, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-3843 OC 405 Partners, a joint venture, for the design and construction of the Interstate 405 Improvement Project from State Route 73 to Interstate 605. Contract change orders are needed at this time to compensate OC 405 Partners for additional design and construction efforts related to the removal of an encroaching building overhang adjacent to Magnolia Street northbound on-ramp, to provide bridge lighting on seven overcrossing bridges, to provide electrical conduit extensions and pull boxes at nine overcrossing bridges for future bridge lighting, and for pavement reconstruction at the Harbor Boulevard northbound on-ramp.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 101 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$230,838, to remove an encroaching building overhang adjacent to the Magnolia Street northbound on-ramp.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 106 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$925,000, to provide bridge lighting on seven overcrossing bridges.



15. (Continued)

- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 107 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$420,000, to provide conduit extensions and pull boxes for future bridge lighting on nine overcrossing bridges.
- D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 109 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$410,000, to provide full pavement reconstruction to part of the Harbor Boulevard northbound on-ramp.
- 16. Amendment to Agreement for Additional Design Services for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5 Jeannie Lee/James G. Beil

Overview

On September 11, 2017, the Orange County Transportation Authority Board of Directors authorized an agreement with WKE, Inc., for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 405 and Interstate 5. An amendment to the existing agreement is required for additional design services.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-7-1719 between the Orange County Transportation Authority and WKE, Inc., in the amount of \$563,183, for additional design services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$19,867,709.



17. Environmental Mitigation Program Endowment Fund Investment Report for June 30, 2021

Robert Davis/Andrew Oftelie

Overview

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

Recommendation

Receive and file as an information item.

18. Bond Anticipation Notes (Interstate 405 Improvement Project), Series 2021 Approval of Standby Bond Purchase Agreement Robert Davis/Andrew Oftelie

Overview

To facilitate the issuance of Bond Anticipation Notes by the Orange County Transportation Authority, authorization is required by the Orange County Local Transportation Authority for the execution and delivery of a Standby Bond Purchase Agreement.

Recommendations

- A. Adopt Resolution No. 2021-077 authorizing the execution and delivery of a Standby Bond Purchase Agreement to facilitate the issuance of Bond Anticipation Notes by the Orange County Transportation Authority.
- B. Authorize staff to take all other actions necessary in connection with the execution and delivery of said Standby Bond Purchase Agreement.



19. Capital Programming Update

Ben Ku/Kia Mortazavi

Overview

The Orange County Transportation Authority uses various funding sources to implement planning efforts, capital projects, and transit operations. Project costs can vary from the programmed amount in response to changing circumstances, which may require funding revisions. Board of Directors' authorization is required to provide funding for current or planned freeway, grade separation, and transit capital projects.

Recommendations

- A. Consistent with right-of-way phase estimates for the Interstate 5 Improvement Project from Yale Avenue to State Route 55 (Segment 2), authorize the use of \$23.926 million from the following fund sources:
 - Surface Transportation Block Grant (\$17.5 million),
 - Measure M2 freeway funds (\$5.575 million),
 - Repurposed earmarks (up to \$0.851 million), contingent on Federal Highway Administration approval, and
 - Additional Measure M2 freeway funds in lieu of \$0.851 million of repurposed earmarks, in the event the federal funds are not available.
- B. Consistent with updated design phase estimates for the State Route 55 Improvement Project from Interstate 5 to State Route 91, authorize the use of the funding below, increasing total funding for the phase from \$8.921 million to \$11 million, and reducing Measure M2 funds by \$3.921 million:
 - Surface Transportation Block Grant (\$3.359 million), and
 - Highway Infrastructure Program (\$2.641 million).
- C. Authorize the use of \$1.720 million in Measure M2 for the State Route 55 Improvement Project from Interstate 405 to Interstate 5 to support anticipated increased costs for the design phase, changing the total project estimated cost from \$504 million to \$505.720 million.



19. (Continued)

- D. Consistent with the forecasted cost for the environmental phase for the Interstate 5 Managed Lanes Project from the Orange County/San Diego County line to Avenida Pico, authorize the use of \$0.907 million in additional Surface Transportation Block Grant funds to fund this change in the project cost estimate from \$5.5 million to \$6.407 million.
- E. Authorize the use of up to \$3.207 million in additional Measure M2 Regional Capacity Program funds for the OC Bridges Railroad Grade Separation Program in lieu of federal Congestion Mitigation and Air Quality improvement funding.
- F. Authorize the use of \$12.526 million in Congestion Mitigation and Air Quality Improvement Program funds for 173 bus engine repowers.
- G. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

20. Measure M2 Quarterly Progress Report for the Period of April 2021 Through June 2021

Francesca Ching/Kia Mortazavi

Overview

Staff has prepared the Measure M2 quarterly progress report for the fourth quarter of fiscal year 2020-21 as information for the Orange County Transportation Authority Board of Directors. This report highlights progress on Measure M2 projects and programs and is available to the public via the Orange County Transportation Authority website.

Recommendation

Receive and file as an information item.





Regular Calendar

Orange County Transit District Regular Calendar Matters

21. Agreement for OC ACCESS Paratransit and OC Flex Microtransit Services

Jack Garate/Jennifer L. Bergener

Overview

The Orange County Transportation Authority requires the services of a firm to manage, operate, and maintain the OC ACCESS paratransit and the OC Flex microtransit services. A competitive procurement was conducted, and offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services.

Recommendations

- A. Approve the selection of First Transit, Inc., as the firm to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2150 between the Orange County Transportation Authority and First Transit, Inc., in the amount of \$242,579,221, to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services for an initial four-year term commencing on January 1, 2022, with two, two-year option terms.



Discussion Items

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

A Closed Session will be held as follows:

Pursuant to Government Code Section 54956.9 - Conference with General Counsel - Potential Litigation - One Matter

26. Adjournment

The next regularly scheduled meeting of this Board will be held at 9:00 Monday, a.m. on September 27, 2021 at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

Call to Order

The Monday, August 23, 2021, regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Do at 9:01 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

Allison Cheshire, Clerk of the Board, Senior (COBS), conducted an attendance Roll Call and announced a quorum of the Board of Directors (Board) as follows:

Via Teleconference: Andrew Do. Chairman

Mark A. Murphy, Vice Chairman

Lisa A. Bartlett
Doug Chaffee
Barbara Delgleize
Katrina Foley
Brian Goodell
Patrick Harper
Michael Hennessey
Gene Hernandez
Steve Jones
Joseph Muller
Tam Nguyen
Vicente Sarmiento

Tim Shaw Harry S. Sidhu Donald P. Wagner Ryan Chamberlain

Directors Absent: None

Staff Present: Darrell E. Johnson, Chief Executive Officer

Jennifer L. Bergener, Deputy Chief Executive Officer Allison Cheshire, Clerk of the Board Specialist, Senior Gina Ramirez, Clerk of the Board Specialist, Senior

Via Teleconference: James Donich, General Counsel

Invocation

Director Delgleize gave the Invocation.

Pledge of Allegiance

Director Chaffee led the Pledge of Allegiance.

Special Calendar

1. California Transportation Commission Update

Darrell E. Johnson, Chief Executive Officer (CEO), provided opening comments and introduced Michele Martinez, Commissioner of the California Transportation Commission (CTC), who provided a verbal report on this item.

Director Sarmiento thanked Commissioner Martinez for representing Orange County.

Consent Calendar (Items 2 through 7)

2. Approval of Minutes

A motion was made by Director Hernandez, seconded by Vice Chairman Murphy, and following a roll call vote, declared passed 17-0, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of August 9, 2021.

3. 91 Express Lanes Update for the Period Ending – June 30, 2021

Director Shaw pulled this item and asked staff to give more information on the differences in usage and traffic patterns compared to pre-pandemic use.

Kirk Avila, General Manager, Express Lanes Programs, reported on the following:

- Return of ridership and revenue;
- The difference in traffic patterns;
- Non-peak hours;
- The shift in ridership; and the
- Equal ridership on both the westbound and eastbound lanes.

Mr. Johnson, CEO, commented that the ridership has been mirroring what has been seen across California Department of Transportation (Caltrans) District 12 in similar volumes. Still, traffic patterns are different and may be attributed to a change in work habits.

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Director Chamberlain commented that Caltrans sees similar travel pattern changes as reflected in the 91 Express Lanes peak periods. He stated traffic volumes have certainly come back, and Caltrans is looking at this statewide and the county level. Things are very fluid as we transition out of the coronavirus pandemic and better understand teleworking. More flexible work schedules will have under the long-term for travel patterns throughout the county and state.

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

4. Fiscal Year 2020-21 Fourth Quarter Grant Reimbursement Status Report

A motion was made by Director Hernandez, seconded by Vice Chairman Murphy, and following a roll call vote, declared passed 17-0, to receive and file as an information item.

A motion was made by Director Hernandez, seconded by Vice Chairman Murphy, and following a roll call vote, declared passed 17-0, to:

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3649 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for Kaiser Permanente Health Plan, Inc., on a cost per employee basis, for prepaid medical services through December 31, 2022. The annual 2022 Kaiser Permanente Health Plan, Inc. premium cost will vary in accordance with actual enrollment.
- B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3650 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for Anthem Blue Cross, on a cost per employee basis, for prepaid medical services through December 31, 2022. The annual 2022 Anthem Blue Cross health maintenance organization premium costs will vary in accordance with actual enrollment.
- C. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3651 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for Anthem Blue Cross, on a cost per employee basis, for preferred provider organization medical services through December 31, 2022. The annual 2022 Anthem Blue Cross preferred provider organization premium costs will vary in accordance with actual enrollment.

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- D. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3652 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for Anthem Blue Cross, on a cost per employee basis, for a consumer driven health plan through December 31, 2022. The annual 2022 Anthem Blue Cross consumer driven health plan premium costs and health savings account expenses will vary in accordance with actual enrollment.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3670 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for Delta Dental, on a cost per employee basis, for preferred provider organization dental services through December 31, 2022. The annual 2022 Delta Dental preferred provider organization premium costs will vary in accordance with actual enrollment.
- F. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 11 to Agreement No. C-1-2995 between the Orange County Transportation Authority and Delta Dental, on a cost per employee basis, for health maintenance organization dental services through December 31, 2022. The annual 2022 Delta Dental health maintenance organization premium costs will vary in accordance with actual enrollment.
- G. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3672 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for Delta Dental, on a cost per employee basis, for health maintenance organization dental services through December 31, 2022. The annual 2022 Delta Dental health maintenance organization premium costs will vary in accordance with actual enrollment.
- Н. Authorize Chief Executive Officer to negotiate and execute Agreement No. C-1-3671 the County between Orange Transportation Authority and Public Risk Innovation, Solutions, and Management for Vision Service Plan, on a cost per employee basis, for vision services through December 31, 2022. The annual 2022 vision services premium costs will vary in accordance with actual enrollment.
- I. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 5 to Purchase Order No. C-7-1897 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for VOYA for life and accidental death and dismemberment insurance through December 31, 2022. The annual 2022 life and accidental death and dismemberment premium costs will vary in accordance with actual volume in the plan.

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- J. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Purchase Order No. C-7-1898 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for VOYA to provide supplemental life insurance to employees at their own expense through December 31, 2022.
- K. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Purchase Order No. C-7-1899 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for VOYA for short-term and long-term disability insurance through December 31, 2022. The annual 2022 short-term and long-term disability premium costs will vary in accordance with actual volume in the plan.
- L. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Purchase Order No. C-7-1900 between the Orange County Transportation Authority and Public Risk Innovation, Solutions, and Management for VOYA with Compsych to provide employee leave administration through December 31, 2022.

6. Public Transportation Agency Safety Plan – Annual Review and Update

A motion was made by Director Hernandez, seconded by Vice Chairman Murphy, and following a roll call vote, declared passed 17-0, to direct staff to:

- A. Adopt the proposed 2021 Public Transportation Agency Safety Plan safety performance targets and administrative edits.
- B. Adjust the annual review and Board of Directors update to be scheduled on a calendar year basis to align with the calendar year reporting requirements of the Federal Transit Administration National Transit Database.

7. SB 1 (Chapter 5, Statutes of 2017) State of Good Repair Program Recommendations for Fiscal Year 2021-22 Funds

A motion was made by Director Hernandez, seconded by Vice Chairman Murphy, and following a roll call vote, declared passed 17-0, to direct staff to:

A. Approve Resolution No. 2021-063 authorizing the use of fiscal year 2021-22 SB 1 State of Good Repair Program funding, which is estimated to provide approximately \$6.4 million, for the Transit Security and Operations Center Project.

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B. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, and execute any necessary agreements to facilitate the above recommendation.

Regular Calendar

8. 2022 State Transportation Improvement Program Overview

Adriann Cardoso, Department Manager of Programming, provided a PowerPoint presentation on this item.

Director Shaw commented on Slide Nine of the PowerPoint presentation and stated the Orange County (OC) Bike Loop has a significant gap in the City of La Habra and hopes staff can work on getting that gap funded and the project completed.

Director Bartlett noted that as the state starts to look at changing from the level of service on freeways and arterials to a reduction of vehicle miles traveled, they consider the different factors that come into place so that projects are not delayed.

Director Foley echoed Director Shaw's comments on completing the OC Bike Loop with a portion in Huntington Beach. She also noted that the County of Orange has begun an active transportation plan and is partnering with all agency partners to develop active transportation.

Director Hennessey asked for clarification on centerline miles, and Ms. Cardoso responded that centerline miles refer to the length of miles of a highway.

Director Sarmiento inquired about mitigating transportation costs for working families.

Commissioner Martinez responded that Orange County did not receive its fair share of funding. She stated that Commissioner Lou Correa wants to ensure that many communities receive any available resources.

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

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9. Intestate 405 Improvement Project Update

Jeff Mills, Senior Program Manager, and Chris Boucly, Section Manager III of Public Outreach, provided a PowerPoint presentation on this item.

Chairman Do congratulated staff on keeping the construction going and communicating to the public throughout the process.

Director Nguyen echoed Chairman Do's comments on the construction and how crucial active transportation is for OCTA's Vietnamese and Spanish-speaking communities. He thanked Chairman Do and all the Directors for their past work on the project.

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

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

Ross Lew, Senior Program Manager, provided a verbal report on this item.

A motion was made by Director Nguyen, seconded by Director Sarmiento, and following a roll call vote, declared passed 15-1, to direct staff to:

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 3.2 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$1,100,000, for additional removal and disposal of contaminated materials within the Orange County Transit District-owned Pacific Electric Right-of-Way and other project areas.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 18.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$300,000, to increase the allowance for removal of buried man-made objects.

Director Sidhu was not present to vote on this item.

Director Wagner voted in opposition.

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Discussion Items

11. Public Comments

The COBS noted that the COB Department received public comments from the following, and all comments were sent to the Board of Directors at 8:44 a.m. on August 23rd and would be retained as part of the record for today's Board meeting:

- Devin Gunnell, on Thursday, August 19, 2021, at 7:38 a.m.,
- Rhonda Shrader, on Thursday, August 19, 2021, at 4:40 p.m.,
- Marvin Nagal on Monday, August 23, 2021, at 6:33 a.m.,
- Olivia Galvan on Monday, August 23, 2021, at 6:37 a.m.; and
- Maria Lopez on Monday, August 23, 2021, at 7:02 a.m.

12. Chief Executive Officer's Report

Mr. Johnson, CEO, reported the following:

August Employees of the Month -

- Barry Chenault Operations Employee of the Month
 - Barry is a coach operator at the Garden Grove base who started his driving career with OCTA in 1986.
 - In May, he achieved an incredible 29 years of safe driving.
- Andrew Snyder Maintenance Employee of the Month
 - Andrew is a service worker at the Garden Grove base.
 - He consistently services an average of 18 buses per night, exceeding the r standard of 16 buses per evening.
- Niall Barrett Administrative Employee of the Month
 - Niall is a Program Manager in the Highway Programs section.
 - He leads the delivery of several Interstate 5 (I-5) and California State Route 57 projects, including the award-winning I-5 Central County Improvements Project that was completed ahead of schedule and under budget last year.

South Orange County Multimodal Transportation Study (SOCMTS) Outreach -

- Tomorrow at 11:00 a.m. via Zoom, staff will be presenting an update on the SOCMTS to the South Orange County Economic Coalition.
- This study will address south Orange County's mobility needs beyond the year 2045.

August 23, 2021, 8 | Page

Face Mask Requirement Extended -

- Last Friday, August 20, 2021, the Transportation Security Administration (TSA) extended its face mask requirement for all transportation networks, including public transportation, through January 18, 2022.
- TSA's initial face mask requirement on February 1, 2021, had previously been extended through September 13, 2021.

13. Directors' Reports

Director Nguyen reported on the following:

- Participated in a tour of the 91 Express Lanes;
- OCTA's Diversity Outreach Team;
- Youth Bus Pass Program; and
- Information on the Long-Range Transportation Plan.

Director Foley reported on the following:

- Request for someone to remove the graffiti on the Interstate 405 freeway project walls and the Seal Beach interchange near Rossmore in Los Alamitos: and the
- Kids Ride Free Program.

14. Closed Session

A Closed Session was held as follows:

Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel Existing Litigation - Letticia Diaz-Badillo v. Orange County Transportation Authority. OCSC Case No. 30-2019-01119072.

Directors Chaffee, Hennessey, and Sidhu were absent from the Closed Session.

There was no report out.

August 23, 2021, 9 | Page

15. Adjournment

The meeting adjourned at 10:02 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, September 13, 2021** at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

ATTEST:	
	Allison Cheshire Clerk of the Board Specialist, Senior
Andrew Do	<u> </u>
Chairman	



MATERIALS WILL BE PROVIDED UNDER SEPARATE COVER PRIOR TO THE September 13, 2021

BOARD OF DIRECTORS MEETING.





September 13, 2021

To: Members of the Board of Directors

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

Subject: Orange County Transportation Authority Investment and Debt

Programs Report – July 2021

Finance and Administration Committee Meeting of September 8, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, Jones, and

Muller

Absent: Director Harper

Committee Vote

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

Committee Recommendation

Receive and file as an information item.



September 8, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Orange County Transportation Authority Investment and Debt

Programs Report – July 2021

Overview

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

Recommendation

Receive and file as an information item.

Discussion

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

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

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

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

OCTA's month-end balance in the Local Agency Investment Fund was \$71,054,530, with an average monthly effective yield of 0.2 percent. OCTA's month-end balance in the Orange County Investment Pool (OCIP) was \$19,877,938. For the month of June, the monthly gross yield for the OCIP was 0.6 percent. Yields for the month of July will be received in August.

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

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

Summary

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

Attachments

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

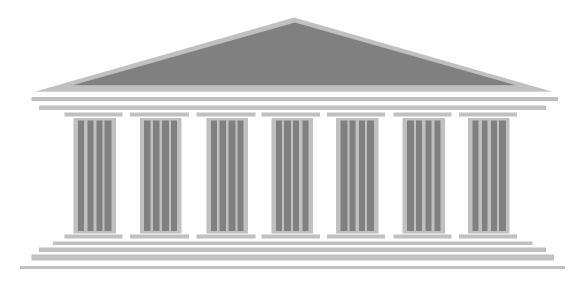
Prepared by:

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

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

Treasury/Public Finance Department's Report On

Orange County Transportation Authority Investment and Debt Programs



Presented to the Finance and Administration Committee

For The Period Ending July 31, 2021

OCTA Investment Dashboard

7/31/2021

Safety of Principal

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

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

Not applicable.

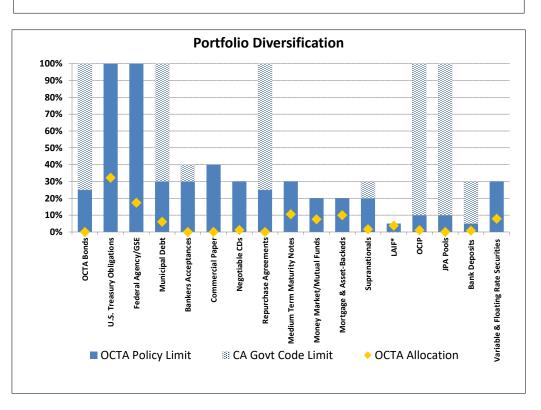
Securities downgraded or placed on Negative Credit Watch during the month of July 2021,

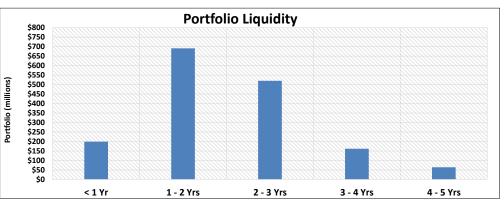
but remain in compliance with OCTA's Investment Policy:

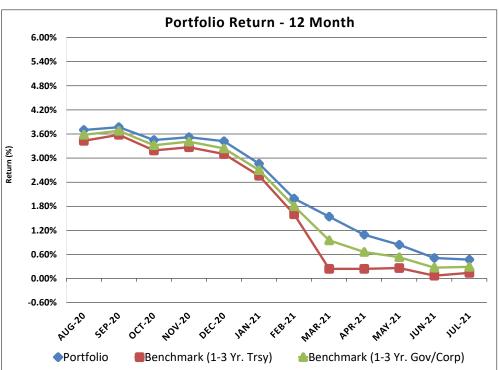
There were three securities held within OCTA's investment portfolio that were downgraded during the month.

The total number of securities on the Negative Credit Watch list decreased to zero securities for the month.

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







Investment Compliance 7/31/2021

Portfolio Subject to Investment Policy							
		Pollar Amount	Percent Of	Investment Policy			
Short-Term/Liquid Portfolio ¹	Invested		Portfolio	Maximum Percentages			
U.S. Treasury Obligations	\$	604,379,951	32.2%	100%			
Federal Agency/GSE		325,698,756	17.4%	100%			
Municipal Debt		113,442,836	6.0%	30%			
Commercial Paper		-	0.0%	40%			
Negotiable Certificates of Deposit		21,800,000	1.2%	30%			
Repurchase Agreements		-	0.0%	25%			
Medium Term Maturity Notes/Corporates		197,403,430	10.5%	30%			
Money Market/Mutual Funds		141,852,153	7.6%	20%			
Mortgage & Asset-Backed		187,043,051	10.0%	20%			
Supranationals		30,904,063	1.6%	20%			
Local Agency Investment Fund		71,054,530	3.8%	\$ 75 Million			
Orange County Investment Pool		19,877,938	1.1%	10%			
Joint Powers Authority Pools		-	0.0%	10%			
Bank Deposits		14,641,898	0.8%	5%			
Variable & Floating Rate Securities		148,127,973	7.9%	30%			
Total Short-Term/Liquid Portfolio	\$	1,876,226,580	100.0%				

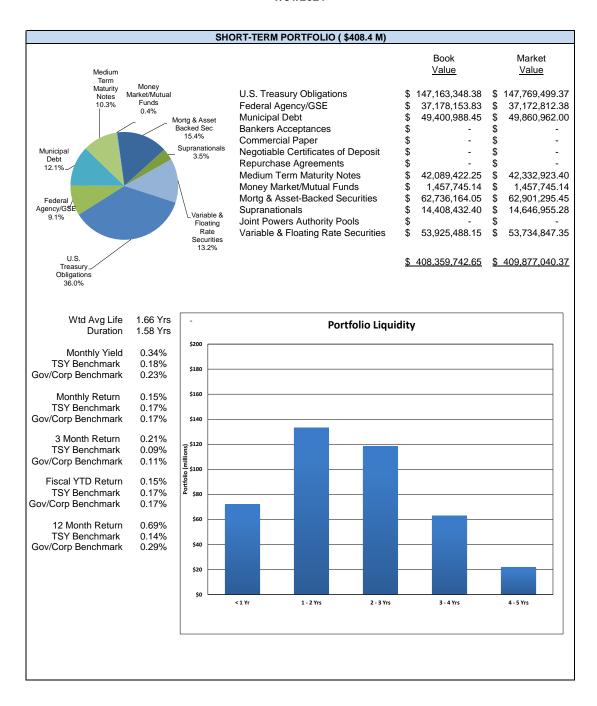
^{1.} Excludes portion of Liquid Portfolio subject to Indenture

	Portfolio Subject to Indenture									
	Dollar Amount		OCTA		Indenture Requirements					
		<u>Invested</u>	Credit Quality	<u>Term</u>	Credit Quality	<u>Term</u>				
<u>Liquid Portfolio*</u>										
Money Market Funds	\$	114,600,182	AAA/Aaa	45 days	Min. A2/A	Max. 4 years				
Total Liquid Portfolio	\$	114,600,182								
Bond Proceeds Portfolio										
Money Market Funds	\$	13,296	AAA/Aaa	45 days	Min. A2/A	Max. 4 years				
Total Bond Proceeds Portfolio	\$	13,296		•		•				
Reserve Funds Portfolio										
	\$	25 000 062	P-1/F-1	60 150 days	Min. A-1/P-1	May 100 days				
Commercial Paper Bank Deposits	\$	25,090,963 220,659	P-1/F-1	60-150 days	WIII. A-1/P-1	Max. 180 days				
US Treasuries Obligations	Ψ	367	AAA/Aaa	30 days	Min. A2/A	Max. 5 years				
Total Reserve Funds Portfolio	\$	25,311,988	., 1919			, , , , , , , , , , , , , , , , , , , ,				
Total Boutfalls Cultivat to Indonture	*	05 005 004								
Total Portfolio Subject to Indenture	\$	25,325,284								
Portfolio Total	\$	2,016,152,046								

^{*}Reflects portion of Liquid Portfolio subject to Indenture

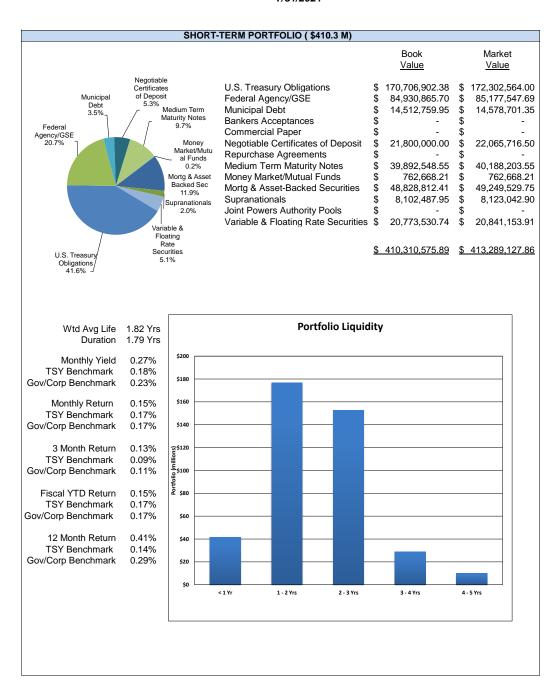
Investment Manager Diversification and Maturity Schedules

MetLife Investment Management 7/31/2021



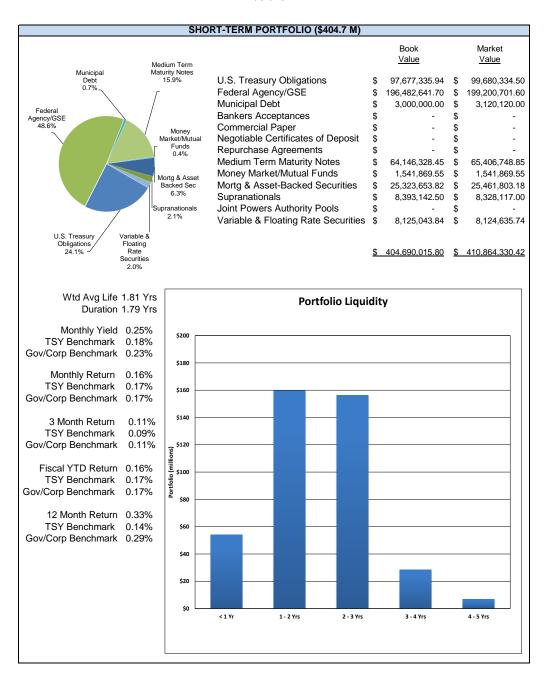
Investment Manager Diversification and Maturity Schedules

PFM 7/31/2021



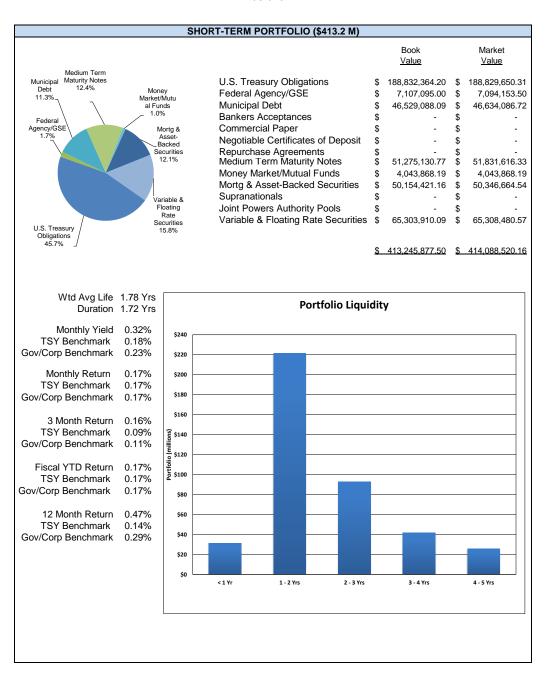
Investment Manager Diversification and Maturity Schedules

Chandler Asset Management 7/31/2021



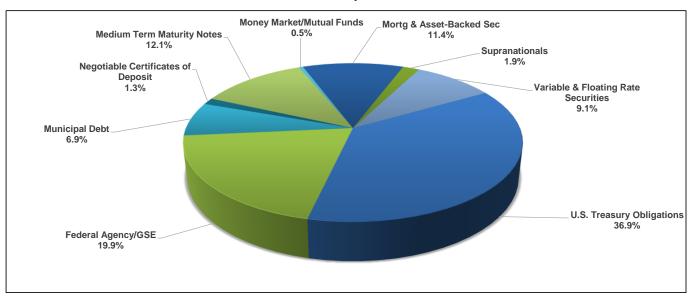
Investment Manager Diversification and Maturity Schedules

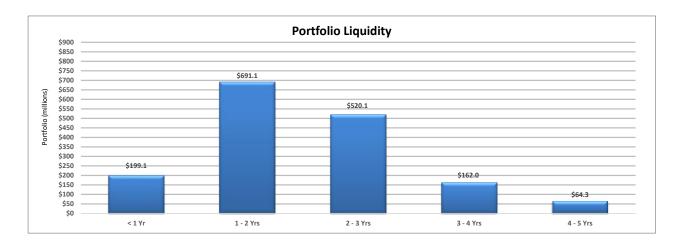
Payden & Rygel 7/31/2021



Short-Term Portfolio 7/31/2021

Portfolio Composition





Rating Downgrades & Negative Credit Watch 7/31/2021

Investment Manager / Security	Par Amount	Maturity	S&P	Moody's	Fitch Ratings
Rating Downgrades:					
Chandler Asset Management					
US Bancorp	\$ 4,500,000	Various*	A+	A2	A+
On July 12, 2021, Moody's downgraded the long-te downgrade is due to the narrowing outperformance continued coronavirus related struggles. The secur Investment Policy, and the investment manager is a consistent financial performance and the quality of the contract of th	of US Bank compared to its peers whity remains in compliance with the requestion of the comfortable holding the security due to	nich is attributed to uirements of the			
Royal Bank of Canada On July 15, 2021, Fitch downgraded the long-term from AA to AA The downgrade is due to an overal Fitch due to an increase in private and public sector requirements of the Investment Policy, and the invethe Bank of Canada's strong credit profile among Ceamings.	ll downgrade to the Canadian operatir r debt. The security remains in compli estment manager is comfortable holdir	Bank of Canada) og environment by ance with the og the security due to	Α	A2	AA-
PFM					
Credit Suisse	\$ 3,100,000	3/17/2023	A+	A1	N/A
On July 13, 2021, Moody's downgraded the long-te downgrade is due to Moody's recently changing the changes to several banks. The security remains in Policy, and the investment manager is comfortable to risk awareness, client defections, and a reduction	eir methodology for bank ratings, resul compliance with the requirements of t holding the security due to Credit Sui:	lting in rating he Investment			

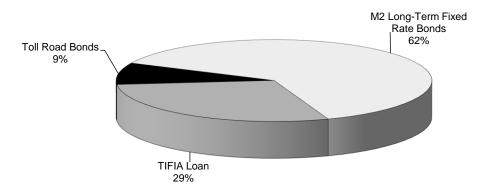
*2/5/24 & 7/30/24

DEBT PROGRAM

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

Total Outstanding Debt* As of 7/31/21

Outstanding Debt



TOTAL OUTSTANDING DEBT: \$990,890,000

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

Outstanding Debt* As of 7/31/21

Orange County Local Transportation Authority (OCLTA-M2)

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

 Issued:
 \$ 293,540,000

 Outstanding:
 250,000,000

 Debt Service FY 2022:
 17,270,000

 Pledged Revenue Source:
 M2 Sales Tax Revenues

 Ratings (Fitch/ Moody's/ S&P):
 AA+/Aa2/AA+

 Final Maturity:
 2041

2019 M2 Sales Tax Bond

 Issued:
 \$ 376,690,000

 Outstanding:
 368,625,000

 Debt Service FY 2022:
 26,556,400

 Pledged Revenue Source:
 M2 Sales Tax Revenues

 Ratings (Fitch/ S&P):
 AA+/AA+

 Final Maturity:
 2041

91 Express Lanes

2013 OCTA 91 Express Lanes Refunding Bonds

 Issued:
 \$ 124,415,000

 Outstanding:
 85,265,000

 Debt Service FY 2022:
 10,795,825

 Pledged Revenue Source:
 91 Toll Road Revenues

 Ratings (Fitch/ Moody's/ S&P):
 A+/A1/AA

 Final Maturity:
 2030

405 Express Lanes

2017 TIFIA Loan

Outstanding: \$ 287,000,000
Accrued Interest: 25,120,396
Pledged Revenue Source: 405 Toll Road Revenues
Ratings (Moody's): Baa2
Final Maturity: 2058

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

	LIQUID PORTFOLIO			
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<u>CASH EQUIVALENTS</u>				
BANK DEPOSITS	7/31/2021	14,641,898.00	14,641,898.00	
MONEY MARKET DEMAND ACCOUNT	N/A	134,046,002.39	134,046,002.39	0.10%
FIDELITY TREASURY OBLIGATIONS FUND	N/A	92,684,820.64	92,684,820.64	0.01%
FEDERATED TREASURY OBLIGATIONS FUND	N/A	21,915,361.65	21,915,361.65	0.03%
SUL	B-TOTAL	263,288,082.68	263,288,082.68	
LOCAL AGENCY INVESTMENT FUND (LAIF)	N/A	71,054,530.36	71,054,530.36	0.22%
ORANGE COUNTY INVESTMENT POOL (OCIP)	N/A	19,877,937.61	19,877,937.61	0.60%
LIQUID PORTFOLIO - TOTAL		\$ 354,220,550.65	\$ 354,220,550.65	

DESCRIPTION MAINTY DATE BOOK VALUE WELD	ORANGE COUNTY INVESTMENT POOL (OCIP)	N/A	19,877,937.61	19,877,937.61	0.60%
	LIQUID PORTFOLIO - TOTAL	<u>\$</u>	354,220,550.65 \$	354,220,550.65	
PRIST AMERICAN CRIST C		SHORT-TERM PORTFOLIO			
FIRST AMER GYT CROLD 2 FIRS AMER GYT CROLD 2 FIRST AMER GYT CROLD 2 FIRST AMER GYT CROLD 2	DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
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SUB-TOTAL TABLE		7/31/2021	4,043,868.19	4,043,868.19	0.02
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UNITED STATES TREASURY 12/31/2022 13,335,153.71 13,935,157.40 1.12 UNITED STATES TREASURY 12/31/2022 23,149,000.00 23,149,925.96 0.12 UNITED STATES TREASURY 1/31/2023 6,060,738.49 6,068,472.90 0.13 UNITED STATES TREASURY 1/31/2023 4,417,707.64 4,415,970.02 0.13 UNITED STATES TREASURY 1/31/2023 759,507.62 759,208.88 0.13 UNITED STATES TREASURY 1/31/2023 3,980,777.34 3,979,522.40 0.13 UNITED STATES TREASURY 1/31/2023 1,910,213.28 909,890.80 0.13 UNITED STATES TREASURY 1/31/2023 2,320,725.00 2,319,721.60 0.13 UNITED STATES TREASURY 1/31/2023 3,110,242.97 3,109,626.80 0.13 UNITED STATES TREASURY 1/31/2023 3,110,242.97 3,109,626.80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,959,57 1,034,875,80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,959,57 1,034,875,80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,959,57 1,034,875,80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,969,57 1,034,875,80 0.13 UNITED STATES TREASURY 1/31/2023 1,004,006,006,006,006,006 1,004,309,85 0.15 UNITED STATES TREASURY 1/31/2023 1,004,006,803 1,006,893,80 0.16 UNITED STATES TREASURY 1/30/2023 1,006,893,80 0.16			3,749,560.55	3,750,150.00	
UNITED STATES TREASURY 12/31/2022 23,149,000.00 23,149,925.96 0.12 UNITED STATES TREASURY 1/31/2023 6,060,738.49 6,058,472.90 0.13 UNITED STATES TREASURY 1/31/2023 4,417,707.64 4,415,970.02 0.13 UNITED STATES TREASURY 1/31/2023 759,507.62 759,208.88 0.13 UNITED STATES TREASURY 1/31/2023 3,980,777.34 3,979,522.40 0.13 UNITED STATES TREASURY 1/31/2023 910,213.28 909,890.80 0.13 UNITED STATES TREASURY 1/31/2023 2,320,725.00 2,319,721.60 0.13 UNITED STATES TREASURY 1/31/2023 3,110,242.97 3,109,626.80 0.13 UNITED STATES TREASURY 1/31/2023 3,110,242.97 3,109,626.80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,959.57 1,034,875.80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,959.57 1,034,875.80 0.13 UNITED STATES TREASURY 1/31/2023 4,500.00 4,494.60 0.13 UNITED STATES TREASURY 1/31/2023 4,500.00 4,994.60 0.13 UNITED STATES TREASURY 1/31/2023 1,760,096.83 2,755,069.35 0.13 UNITED STATES TREASURY 1/31/2023 1,760,996.84 1,709,264.70 0.15 UNITED STATES TREASURY 3/31/2023 1,760,996.84 1,709,264.70 0.15 UNITED STATES TREASURY 4/30/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16					
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UNITED STATES TREASURY 1/31/2023 3,110,242.97 3,109,626.80 0.13 UNITED STATES TREASURY 1/31/2023 1,034,959.57 1,034,875.80 0.13 UNITED STATES TREASURY 1/31/2023 45,000.00 44,994.60 0.13 UNITED STATES TREASURY 1/31/2023 8,817,010.26 8,813,542.25 0.13 UNITED STATES TREASURY 1/31/2023 8,817,010.26 8,813,542.25 0.13 UNITED STATES TREASURY 1/31/2023 1,756,099.63 2,755,069.35 0.13 UNITED STATES TREASURY 3/31/2023 1,709,064.84 1,709,264.70 0.15 UNITED STATES TREASURY 3/31/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16					
UNITED STATES TREASURY 1/31/2023 1,034,959.57 1,034,875.80 0.13 UNITED STATES TREASURY 1/31/2023 45,000.00 44,994.60 0.13 UNITED STATES TREASURY 1/31/2023 8,817,010.26 8,813,542.25 0.13 UNITED STATES TREASURY 1/31/2023 2,756,099.63 2,756,069.35 0.13 UNITED STATES TREASURY 1/31/2023 1,756,096.83 2,755,069.35 0.13 UNITED STATES TREASURY 3/31/2023 1,000,484 1,709,264.70 0.15 UNITED STATES TREASURY 3/31/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16					
UNITED STATES TREASURY 1/31/2023 8,817,010.26 8,813,542.25 0.13 UNITED STATES TREASURY 1/31/2023 2,756,099.63 2,755,099.55 0.13 UNITED STATES TREASURY 3/31/2023 1,709,064.84 1,709,264.70 0.15 UNITED STATES TREASURY 3/31/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16			1,034,959.57	1,034,875.80	
UNITED STATES TREASURY 1/31/2023 2,756,099.63 2,755,069.35 0.13 UNITED STATES TREASURY 3/31/2023 1,709,064.84 1,709,264.70 0.15 UNITED STATES TREASURY 3/31/2023 1,604,247.66 1,604,309.85 0.15 UNITED STATES TREASURY 4/30/2023 11,616,405.93 11,612,795.60 0.16 UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16					
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UNITED STATES TREASURY 4/30/2023 11,616,405.93 11,612,795.60 0.16 UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16	UNITED STATES TREASURY		1,709,064.84	1,709,264.70	0.15
UNITED STATES TREASURY 4/30/2023 5,008,450.41 5,006,893.80 0.16					
	UNITED STATES TREASURY	5/15/2024			0.31

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DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
UNITED STATES TREASURY	5/15/2024	2,361,089.00	2,360,743.00	0.31
UNITED STATES TREASURY UNITED STATES TREASURY	5/15/2024 5/15/2024	4,144,488.28 14,710,632.73	4,142,530.00 14,708,477.00	0.31 0.31
UNITED STATES TREASURY	6/30/2023	3,721,257.81	3,727,239.80	0.16
UNITED STATES TREASURY	6/30/2023	349,179.69	349,741.00	0.16
UNITED STATES TREASURY	7/31/2022	4,148,885.94	4,218,822.45	0.10
UNITED STATES TREASURY	7/31/2022	5,216,656.25	5,292,612.00	0.10
UNITED STATES TREASURY UNITED STATES TREASURY	7/31/2022 9/30/2022	3,521,825.00 5.247.312.92	3,643,759.80 5,373,616.95	0.10 0.11
UNITED STATES TREASURY	9/30/2022	2.287.290.25	2,342,345.85	0.11
UNITED STATES TREASURY	10/31/2022	3,734,611.51	3,843,317.60	0.12
UNITED STATES TREASURY	10/31/2022	1,626,122.46	1,673,455.20	0.12
UNITED STATES TREASURY	2/28/2023	3,858,642.98	4,010,926.00	0.16
UNITED STATES TREASURY	2/28/2023	1,679,409.38	1,745,688.00	0.16
UNITED STATES TREASURY UNITED STATES TREASURY	12/31/2022 12/31/2022	1,024,528.13 6,439,408.22	1,059,004.80 6,775,574.40	0.14 0.14
UNITED STATES TREASURY	12/31/2022	3,302,362.50	3,413,491.20	0.14
UNITED STATES TREASURY	1/31/2023	2,901,853.51	2,960,227.00	0.13
UNITED STATES TREASURY	1/31/2023	1,253,320.31	1,280,375.00	0.13
UNITED STATES TREASURY UNITED STATES TREASURY	1/31/2023 3/31/2023	10,041.02 7,118,586.91	10,243.00	0.13 0.16
UNITED STATES TREASURY	3/31/2023	4,643,666.01	7,130,612.25 4,651,510.50	0.16
UNITED STATES TREASURY	3/31/2023	3,546,536.13	3,552,527.25	0.16
UNITED STATES TREASURY	6/30/2023	2,857,788.28	2,853,751.50	0.18
UNITED STATES TREASURY	6/30/2023	1,239,399.22	1,237,648.50	0.18
UNITED STATES TREASURY	11/15/2022	2,787,166.41	2,844,600.30	0.11
UNITED STATES TREASURY UNITED STATES TREASURY	11/15/2022 4/30/2024	1,208,771.09 3,103,259.38	1,233,679.70 3,097,136.80	0.11 0.31
UNITED STATES TREASURY	4/30/2024	1,352,433.98	1,349,765.70	0.31
UNITED STATES TREASURY	10/15/2022	521,718.75	533,016.75	0.11
UNITED STATES TREASURY	10/15/2022	223,593.75	228,435.75	0.11
UNITED STATES TREASURY	10/31/2024	3,611,739.65	3,609,275.10	0.40
UNITED STATES TREASURY UNITED STATES TREASURY	10/31/2024 11/30/2024	1,570,096.29 1,519,250.78	1,569,024.90 1,517,476.30	0.40 0.42
UNITED STATES TREASURY UNITED STATES TREASURY	11/30/2024	4,402,568,36	4,402,235.00	0.42
UNITED STATES TREASURY	11/30/2024	2,577,022.66	2,574,012.70	0.42
UNITED STATES TREASURY	1/15/2023	673,297.66	683,346.40	0.13
UNITED STATES TREASURY	1/15/2023	4,101,875.00	4,079,680.00	0.13
UNITED STATES TREASURY	1/15/2023	2,039,991.40	2,070,437.60	0.13
UNITED STATES TREASURY UNITED STATES TREASURY	5/15/2023 5/15/2023	1,529,483.59 662,610.16	1,534,094.35 664,607.65	0.16 0.16
UNITED STATES TREASURY	6/15/2023	2,472,026.17	2,473,581.50	0.17
UNITED STATES TREASURY	6/15/2023	1,051,927.73	1,051,522.50	0.17
UNITED STATES TREASURY	6/15/2023	1,531,255.08	1,532,218.50	0.17
UNITED STATES TREASURY	10/15/2023	6,951,668.56	6,950,303.85	0.22
UNITED STATES TREASURY	10/15/2023	3,029,190.82	3,028,596.15	0.22
UNITED STATES TREASURY UNITED STATES TREASURY	11/15/2023 11/15/2023	2,872,130.08 1,250,927.73	2,871,578.50 1,250,687.50	0.23 0.23
UNITED STATES TREASURY	11/30/2022	609,428.13	610,073.20	0.12
UNITED STATES TREASURY	11/30/2022	264,751.56	265,031.80	0.12
UNITED STATES TREASURY	12/15/2023	658,504.69	658,171.80	0.24
UNITED STATES TREASURY	12/15/2023	2,418,842.77	2,418,282.75	0.24
UNITED STATES TREASURY	12/15/2023	1,336,964.06	1,336,288.20	0.24
UNITED STATES TREASURY UNITED STATES TREASURY	12/31/2022 12/31/2022	1,339,895.31 584,954.30	1,340,053.60 585,023.40	0.12 0.12
UNITED STATES TREASURY	1/31/2023	4,876,142.57	4,874,415.00	0.13
UNITED STATES TREASURY	1/31/2023	2,125,498.05	2,124,745.00	0.13
UNITED STATES TREASURY	2/15/2024	3,574,433.98	3,577,506.80	0.26
UNITED STATES TREASURY UNITED STATES TREASURY	2/15/2024 3/15/2024	1,553,235.94 3,111,103.12	1,554,571.20 3,117,566.40	0.26 0.28
UNITED STATES TREASURY	3/15/2024	2,744,306.64	2,747,855.00	0.28
UNITED STATES TREASURY	3/15/2024	2,547,714.26	2,553,007,10	0.28
UNITED STATES TREASURY	3/31/2023	1,394,182.62	1,394,400.15	0.15
UNITED STATES TREASURY	3/31/2023	604,645.51	604,739.85	0.15
UNITED STATES TREASURY	4/15/2024	2,091,551.17	2,094,242.70	0.30
UNITED STATES TREASURY UNITED STATES TREASURY	4/15/2024 6/15/2024	910,675.39 1,939,833.59	911,847.30 1,940,740.45	0.30 0.33
UNITED STATES TREASURY	6/15/2024	4,470,820.31	4,490,145.00	0.33
UNITED STATES TREASURY	6/15/2024	5,973,750.00	5,986,860.00	0.33
UNITED STATES TREASURY	6/15/2024	852,728.91	853,127.55	0.33
UNITED STATES TREASURY	6/15/2024	1,987,031.25	1,995,620.00	0.33
UNITED STATES TREASURY UNITED STATES TREASURY	6/15/2024 7/15/2024	1,991,250.00 2,844,656.25	1,995,620.00 2,852,679.00	0.33 0.34
UNITED STATES TREASURY	7/15/2024	1,197,750.00	1,201,128.00	0.34
	SUB-TOTAL	604,379,950.90	608,582,048.18	
FEDERAL AGENCY/GSE	0/0/0000	4 405 000 00	4 400 000 00	0.00
FEDERAL HOME LOAN BANKS FEDERAL HOME LOAN BANKS	9/8/2023 9/8/2023	4,135,800.00 4,104,600.00	4,180,880.00 4,180,880.00	0.22 0.22
FEDERAL HOME LOAN BANKS	3/8/2024	5,201,750.00	5,200,800.00	0.33
FEDERAL HOME LOAN BANKS	3/10/2023	5,053,550.00	5,209,200.00	0.15
FEDERAL HOME LOAN BANKS	6/10/2022	4,988,900.00	5,113,800.00	0.10
FEDERAL HOME LOAN BANKS FEDERAL HOME LOAN BANKS	12/9/2022 6/9/2023	7,058,660.00	7,270,830.00	0.15
FEDERAL HOME LOAN BANKS	6/9/2023	3,977,720.00 4,029,880.00	4,144,160.00 4,144,160.00	0.18 0.18
FEDERAL HOME LOAN BANKS	9/9/2022	6,828,560.00	7,016,784.00	0.10
FEDERAL FARM CREDIT BANKS FUNDING CORP	12/17/2021	6,022,920.00	6,060,600.00	0.14
FEDERAL FARM CREDIT BANKS FUNDING CORP	11/15/2021	7,034,930.00	7,057,890.00	0.21
FEDERAL FARM CREDIT BANKS FUNDING CORP	7/17/2023	5,060,200.00	5,261,750.00	0.20
FEDERAL FARM CREDIT BANKS FUNDING CORP FEDERAL FARM CREDIT BANKS FUNDING CORP	6/26/2023 2/1/2023	6,967,450.00 4,996,450.00	7,209,650.00 5,127,950.00	0.19 0.14
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	4,993,550.00	5,141,100.00	0.21
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	7,983,280.00	7,998,480.00	0.21
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/21/2023	5,000,600.00	5,101,150.00	0.15
FEDERAL FARM CREDIT BANKS FUNDING CORP	5/6/2022	5,627,843.55	5,642,100.10	0.09
FEDERAL FARM CREDIT BANKS FUNDING CORP FEDERAL NATIONAL MORTGAGE ASSOCIATION	10/2/2023 5/22/2023	4,994,600.00 6,111,548.70	4,998,400.00 6.141.463.10	0.21 0.15
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	3,203,098.50	3,213,531.00	0.19
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	5,000,300.00	5,005,500.00	0.19
FEDERAL NATIONAL MORTGAGE ASSOCIATION	11/27/2023	1,797,948.00	1,800,342.00	0.24
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	6,815,760.00	7,057,610.00	0.09
FEDERAL NATIONAL MORTGAGE ASSOCIATION FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023 1/19/2023	4,411,710.00 2,233,875.00	4,648,140.00 2,375,716.00	0.13 0.13
FEDERAL NATIONAL MORTGAGE ASSOCIATION	4/12/2022	6,370,496.00	6,496,384.00	0.13
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	8,248,720.00	8,082,560.00	0.09
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	7,621,797.50	7,651,687.50	0.18
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	7,463,143.80	7,494,730.50	0.18
FEDERAL HOME LOAN MORTGAGE CORP FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023 9/8/2023	8,001,840.00 5,098,317.00	8,007,120.00 5,101,428.00	0.21 0.24
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	3,001,860.00	3,000,840.00	0.24
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	6,376,128.00	6,382,720.00	0.25

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DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	4,705,761.00	4,710,235.50	0.25
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	5,959,094.65	5,970,129.90	0.21
FEDERAL HOME LOAN MORTGAGE CORP	8/12/2025	4,095,490.00	4,089,811.50	0.66
FEDERAL HOME LOAN MORTGAGE CORP	10/13/2023	4,097,950.00	4,101,664.60	0.10
FEDERAL HOME LOAN MORTGAGE CORP	11/24/2023	2,035,000.00	2,035,335.78	0.10
FEDERAL NATIONAL MORTGAGE ASSOCIATION FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	3,857,469.00	3,881,847.20	80.0
	1/5/2022	5,677,685.00	5,696,736.80	0.08
FEDERAL NATIONAL MORTGAGE ASSOCIATION	10/27/2023	6,098,475.00	6,102,348.50	0.14
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,652,771.25	5,632,534.00	0.09
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,663,313.58	5,632,534.00	0.09
FEDERAL HOME LOAN BANKS	2/12/2026	2,897,970.00	2,886,631.00	0.70
FEDERAL HOME LOAN BANKS	2/12/2026	1,249,125.00	1,244,237.50	0.70
FEDERAL HOME LOAN MORTGAGE CORP	11/25/2024	1,570,000.00	1,572,292.20	0.34
FEDERAL HOME LOAN MORTGAGE CORP	11/25/2024	680,000.00	680,992.80	0.34
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	8/1/2021	500,000.00	500,000.00	2.54
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	8/1/2021	210,000.00	210,000.00	2.54
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	5,687,827.95	5,715,668.35	0.15
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	2,472,535.20	2,484,637.60	0.15
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	5,403,357.75	5,420,956.50	0.19
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	2,354,926.00	2,362,596.00	0.19
FEDERAL HOME LOAN MORTGAGE CORP	4/20/2023	5,241,862.50	5,275,284.30	0.15
FEDERAL HOME LOAN MORTGAGE CORP	4/20/2023	2.284.275.00	2.298.839.40	0.15
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	4,977,908.40	4,997,430.00	0.13
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	2,169,088.60	2,177,595.00	0.18
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	5,144,932.80	5,166,708.00	0.18
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	2,238,444.60	2,247,918.50	0.18
FEDERAL HOME LOAN MORTGAGE CORP	7/25/2022	3,457,169.10	3,466,559.25	0.08
FEDERAL HOME LOAN MORTGAGE CORP	7/25/2022	1,506,587.40	1,510,679.50	0.08
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	6,403,461.80	6,415,704.90	0.21
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	2,787,154.20	2,792,483.10	0.21
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	2,550,465.66	2,550,714.00	0.24
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	6,997,690.00	7,001,960.00	0.24
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	2,725,497.61	2,725,763.00	0.24
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,549,199.85	1,550,801.50	0.25
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,991,720.00	1,994,600.00	0.25
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,539,237.15	1,540,828.50	0.25
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	5,709,856.50	5,715,285.75	0.25
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	2.482.763.50	2,485,124.25	0.25
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	4,820,223.25	4,829,149.50	0.21
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	2,097,921.00	2,101,806.00	0.21
FHMS K-727 A1	10/25/2023	336,759.88	348,454.79	0.40
SUB-TOTAL	10/23/2023	325,698,756.23	328,645,215.17	0.40
30D-101AL		323,090,730.23	320,043,213.17	
MEDIUM TERM NOTES				
MEDIUM TERM NOTES	F (4.0/000.4	2 205 225 22	2 200 705 70	0.45
AMAZON.COM INC	5/12/2024	3,265,225.80	3,269,705.70	0.45
AMERICAN HONDA FINANCE CORP	11/16/2022	2,021,300.00	2,060,180.00	0.27
AMERICAN HONDA FINANCE CORP	1/12/2024	1,585,215.00	1,609,950.00	0.53
APPLE INC	5/3/2023	1,977,040.00	2,073,860.00	0.29
APPLE INC	2/23/2023	2,949,060.00	3,108,480.00	0.26
BANK OF AMERICA CORP	1/11/2023	3,034,740.00	3,131,040.00	0.27
BANK OF NEW YORK MELLON CORP	1/29/2023	2,944,320.00	3,115,380.00	0.22
BERKSHIRE HATHAWAY INC	3/15/2023	2,924,460.00	3,109,140.00	0.25
BERKSHIRE HATHAWAY INC	3/15/2023	2,014,300.00	2,072,760.00	0.25
CATERPILLAR FINANCIAL SERVICES CORP	5/17/2024	5,193,032.00	5,209,880.00	0.38
DEERE & CO	6/8/2022	1,466,700.00	1,521,960.00	0.18
JOHN DEERE CAPITAL CORP	1/17/2024	3,512,504.35	3,516,722.35	0.43
PACCAR FINANCIAL CORP	9/26/2022	1,498,170.00	1,529,940.00	0.27
PACCAR FINANCIAL CORP	2/7/2023	2,274,886.25	2,330,828.50	0.28
PACCAR FINANCIAL CORP	2/2/2024	1,618,120.80	1,615,885.20	0.45
ROYAL BANK OF CANADA	11/1/2024	4,205,160.00	4,195,240.00	0.73
SALESFORCE.COM INC	7/15/2024	564,711.85	566,525.50	0.34
CHARLES SCHWAB CORP	3/18/2024	2,333,832.50	2,352,279.00	0.46
CHARLES SCHWAB CORP	3/18/2024	2,006,720.00	2,014,800.00	0.46
TOYOTA MOTOR CREDIT CORP	4/6/2023		1,802,862.00	0.46
		1,798,542.00		
TOYOTA MOTOR CREDIT CORP	6/18/2024	3,086,322.90	3,081,780.60	0.59
US BANCORP	2/5/2024	2,107,940.00	2,141,540.00	0.44
US BANCORP	7/30/2024	2,662,075.00	2,632,650.00	0.56
VISA INC	12/14/2022	1,962,480.00	2,063,460.00	0.16
WALMART INC	6/26/2023	3,083,010.00	3,167,940.00	0.32
WALMART INC	6/26/2023	2,056,460.00	2,111,960.00	0.32
ASSOCIATION OF AMERICAN MEDICAL COLLEGES	10/1/2022	2,990,000.00	3,022,501.30	0.99
BAYCARE HEALTH SYSTEM INC	11/15/2022	1,456,344.00	1,479,556.80	0.47
COMCAST CORP	10/15/2025	4,042,256.85	4,054,186.35	0.88
CREDIT SUISSE AG (NEW YORK BRANCH)	2/2/2024	2,655,000.00	2,648,548.35	0.59
GEORGIA-PACIFIC LLC	5/15/2024	3,064,049.85	3,072,846.40	0.53
HORMEL FOODS CORP	6/3/2024	3,344,397.90	3,355,904.70	0.26
HUNTINGTON NATIONAL BANK	8/7/2022	2,024,431.10	2,011,626.10	0.24
MASSMUTUAL GLOBAL FUNDING II	6/9/2023	3,982,648.85	4,026,125.20	0.29
NATIONAL SECURITIES CLEARING CORP	4/23/2023	3,162,024.90	3,213,456.15	0.31
NEW YORK LIFE GLOBAL FUNDING	5/5/2023	2,084,562.15	2,116,379.25	0.24
PACIFIC LIFE GLOBAL FUNDING II	9/23/2023	2,022,468.75	2,033,444.25	0.30
PROTECTIVE LIFE GLOBAL FUNDING	6/9/2023	3,500,000.00	3,547,775.00	0.34
SECURITY BENEFIT GLOBAL FUNDING	5/17/2024	3,128,810.60	3,139,953.40	1.13
TOYOTA MOTOR CREDIT CORP	1/11/2024	2,544,847.30	2.544.160.15	0.46
VIRGINIA ELECTRIC AND POWER CO	3/15/2023	2,087,580.00	2.066.460.00	0.33
ADOBE INC	2/1/2023	768,945.10	786,578.10	0.26
ADOBE INC	2/1/2023	334,541.05		0.26
AMAZON.COM INC	5/12/2024	1,427,912.20	342,212.55	0.26
AMAZON.COM INC AMAZON.COM INC			1,429,871.30	
	5/12/2024	619,094.80	619,944.20	0.45
AMERICAN EXPRESS CO	5/20/2022	1,088,692.00	1,109,412.90	0.27
AMERICAN EXPRESS CO	5/20/2022	469,436.00	478,370.70	0.27
AMERIPRISE FINANCIAL INC	3/22/2022	1,037,223.20	1,058,491.20	0.24
AMERIPRISE FINANCIAL INC	3/22/2022	119,679.60	122,133.60	0.24
AMERIPRISE FINANCIAL INC	3/22/2022	498,863.00	508,890.00	0.24
APPLE INC	5/11/2023	1,007,252.80	1,018,716.30	0.26
APPLE INC	5/11/2023	433,816.80	438,754.05	0.26
TRUIST FINANCIAL CORP	3/16/2023	1,358,993.60	1,400,364.80	0.26
TRUIST FINANCIAL CORP	3/16/2023	584,567.10	602,362.80	0.26
BANK OF NEW YORK MELLON CORP	4/28/2023	947,355.50	961,051.00	0.27
BANK OF NEW YORK MELLON CORP	4/28/2023	404,968.45	410,822.90	0.27
CATERPILLAR FINANCIAL SERVICES CORP	11/29/2022	596,301.20	608,349.00	0.21
CATERPILLAR FINANCIAL SERVICES CORP	11/29/2022	262,776.80	268,086.00	0.21
CATERVILLAR FINANCIAL SERVICES CORP	9/6/2022	948,679.50	968,078.50	0.17
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	404,437.05	412,707.15	0.17
	11/18/2022			0.17
CATERPILLAR FINANCIAL SERVICES CORP		1,029,526.20	1,053,988.70	
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	439,797.60	450,247.60	0.16
CATERPILLAR FINANCIAL SERVICES CORP	5/17/2024	1,448,057.00	1,452,755.00	0.38
CATERPILLAR FINANCIAL SERVICES CORP	5/17/2024	624,162.50	626,187.50	0.38
CHEVRON CORP	5/11/2023	320,000.00	324,777.60	0.30
CHEVRON CORP	5/11/2023	135,000.00	137,015.55	0.30
CISCO SYSTEMS INC	9/20/2021	1,325,970.10	1,331,064.00	0.41

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DESCRIPTION DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
CISCO SYSTEMS INC CITIGROUP INC	9/20/2021 12/8/2021	568,272.90 708,981.00	570,456.00 704,963.00	0.41 0.29
CITIGROUP INC	12/8/2021	303,849.00	302,127.00	0.29
CITIGROUP GLOBAL MARKETS HOLDINGS INC	6/7/2024	1,400,000.00	1,393,770.00	0.91
CITIGROUP GLOBAL MARKETS HOLDINGS INC	6/7/2024	600,000.00	597,330.00	0.91
COMERICA INC COMERICA INC	7/31/2023 7/31/2023	1,484,014.00 636,006.00	1,486,660.00 637,140.00	0.45 0.45
CONSUMERS ENERGY CO	6/1/2023	409,860.60	410,123.00	0.43
CONSUMERS ENERGY CO	6/1/2023	169,942.20	170,051.00	0.33
JOHN DEERE CAPITAL CORP	6/13/2022	659,148.60	670,124.40	0.18
JOHN DEERE CAPITAL CORP	6/13/2022 4/6/2023	279,638.80	284,295.20	0.18 0.23
JOHN DEERE CAPITAL CORP JOHN DEERE CAPITAL CORP	4/6/2023	359,913.60 159,961.60	365,889.60 162,617.60	0.23
DUKE ENERGY CAROLINAS LLC	3/15/2023	995,766.05	1,016,244.20	0.32
DUKE ENERGY CAROLINAS LLC	3/15/2023	753,142.85	768,631.40	0.32
DUKE ENERGY CAROLINAS LLC	3/15/2023	753,142.85	768,631.40	0.32
ERP OPERATING LP	4/15/2023	1,355,016.00	1,339,703.70	0.35
ERP OPERATING LP ENTERGY LOUISIANA LLC	4/15/2023 11/17/2023	578,770.40 760,160.20	572,230.03 760,600.40	0.35 0.35
ENTERGY LOUISIANA LLC	11/17/2023	290,139.20	290,229.10	0.35
ENTERGY LOUISIANA LLC	11/17/2023	449,919.00	450,355.50	0.35
FIFTH THIRD BANK NA (OHIO)	1/30/2023	1,029,134.80	1,052,670.30	0.24
FIFTH THIRD BANK NA (OHIO)	1/30/2023	444,626.20	454,794.45	0.24
HORMEL FOODS CORP HORMEL FOODS CORP	6/3/2024 6/3/2024	259,953.20 104,981.10	260,847.60 105,342.30	0.26
HUNTINGTON NATIONAL BANK	2/3/2023	1,099,076.00	1,123,540.00	0.29
HUNTINGTON NATIONAL BANK	2/3/2023	469,605.20	480,058.00	0.29
KEYBANK NA	3/7/2023	101,937.64	102,770.64	0.33
KEYBANK NA	3/7/2023	311,595.00	314,604.00	0.33
KEYBANK NA KEYBANK NA	3/7/2023 3/7/2023	150,524.50 821,620.13	152,058.60 825.311.16	0.33 0.33
KEYBANK NA	3/7/2023	592,902.60	597,747.60	0.33
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	4/25/2022	845,636.40	851,634.00	0.27
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	4/25/2022	362,415.60	364,986.00	0.27
NIKE INC	3/27/2025	89,877.60	95,329.80	0.72
NIKE INC OKLAHOMA GAS AND ELECTRIC CO	3/27/2025 5/26/2023	44,938.80 430,000.00	47,664.90 430,232.20	0.72
OKLAHOMA GAS AND ELECTRIC CO	5/26/2023	190,000.00	190,102.60	0.38
PNC BANK NA	2/24/2023	220,000.00	221,786.40	0.31
PNC BANK NA	2/24/2023	95,000.00	95,771.40	0.31
PACCAR FINANCIAL CORP	9/26/2022	499,390.00	509,980.00	0.27
PACCAR FINANCIAL CORP PACCAR FINANCIAL CORP	9/26/2022	214,737.70	219,291.40	0.27
PACCAR FINANCIAL CORP	2/7/2023 2/7/2023	1,399,930.00 599,970.00	1,434,356.00 614,724.00	0.28 0.28
PRECISION CASTPARTS CORP	1/15/2023	1,370,472.00	1,397,386.40	0.22
PRECISION CASTPARTS CORP	1/15/2023	594,543.00	606,219.10	0.22
SALESFORCE.COM INC	7/15/2024	349,821.50	350,945.00	0.34
SALESFORCE.COM INC	7/15/2024	149,923.50	150,405.00	0.34
CHARLES SCHWAB CORP CHARLES SCHWAB CORP	3/18/2024 3/18/2024	1,229,385.00	1,239,102.00	0.46
UNITEDHEALTH GROUP INC	5/15/2024	524,737.50 1,188,762.40	528,885.00 1,191,939.70	0.46
UNITEDHEALTH GROUP INC	5/15/2024	514,464.40	515,839.45	0.34
WALMART INC	12/15/2022	920,331.20	914,884.40	0.18
WALMART INC	12/15/2022	403,291.20	400,904.40	0.18
WELLS FARGO BANK NA WELLS FARGO BANK NA	10/22/2021 10/22/2021	939,896.60 399,956.00	944,277.00 401,820.00	0.41 0.41
ADOBE INC	2/1/2023	314,568.45	321,781.95	0.41
ADOBE INC	2/1/2023	134,815.05	137,906.55	0.26
AMAZON.COM INC	6/3/2023	1,408,026.00	1,412,157.30	0.32
AMAZON.COM INC	6/3/2023	614,139.00	615,940.95	0.32
AMAZON.COM INC	5/12/2024	2,047,007.00	2,049,815.50	0.45
AMAZON.COM INC AMERICAN HONDA FINANCE CORP	5/12/2024 6/27/2022	888,700.60 2,647,562.00	889,919.90 2.697.859.00	0.45 0.21
AMERICAN HONDA FINANCE CORP	6/27/2022	1,148,942.00	1,170,769.00	0.21
APPLE INC	9/11/2022	409,930.30	416,929.00	0.18
APPLE INC	9/11/2022	179,969.40	183,042.00	0.18
APPLE INC	5/11/2023	1,027,198.40	1,038,888.90	0.26
APPLE INC ASTRAZENECA FINANCE LLC	5/11/2023 5/28/2024	448,776.00 1,339,879.40	453,883.50 1,342,170.80	0.26 0.50
ASTRAZENECA FINANCE LLC	5/28/2024	584,947.35	585,947.70	0.50
BANK OF NEW YORK MELLON CORP	8/23/2022	1,199,616.00	1,221,540.00	0.26
BANK OF NEW YORK MELLON CORP	8/23/2022	524,832.00	534,423.75	0.26
BANK OF NEW YORK MELLON CORP	1/27/2023	764,464.50	783,390.60	0.16
BANK OF NEW YORK MELLON CORP BANK OF NEW YORK MELLON CORP	1/27/2023 4/24/2025	334,765.50 890,619.00	343,053.40 895,317.00	0.16 0.79
BANK OF NEW YORK MELLON CORP	4/24/2025	389,006.00	391,058.00	0.79
BRISTOL-MYERS SQUIBB CO	11/13/2023	1,325,000.00	1,326,351.50	0.18
BRISTOL-MYERS SQUIBB CO	11/13/2023	575,000.00	575,586.50	0.18
BURLINGTON NORTHERN SANTA FE LLC	4/1/2025	527,548.70	527,573.20	0.73
BURLINGTON NORTHERN SANTA FE LLC CATERPILLAR FINANCIAL SERVICES CORP	4/1/2025 9/6/2022	226,092.30 728,985.30	226,102.80 743,891.90	0.73 0.17
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	319,555.20	326,089.60	0.17
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	349,839.00	358,151.50	0.16
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	149,931.00	153,493.50	0.16
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	784,560.40	790,479.30	0.29
CATERPILLAR FINANCIAL SERVICES CORP CHEVRON CORP	7/7/2023 5/11/2023	339,809.60 610,000.00	342,373.20 619,107.30	0.29 0.30
CHEVRON CORP	5/11/2023	265,000.00	268,956.45	0.30
JOHN DEERE CAPITAL CORP	7/5/2023	279,770.40	282,136.40	0.30
JOHN DEERE CAPITAL CORP	7/5/2023	119,901.60	120,915.60	0.30
JOHN DEERE CAPITAL CORP	1/17/2024	554,605.95	555,271.95	0.43
JOHN DEERE CAPITAL CORP GOLDMAN SACHS GROUP INC	1/17/2024 3/3/2024	239,829.60 308,599.20	240,117.60 303,405.20	0.43 0.74
GOLDMAN SACHS GROUP INC	3/3/2024	132,256.80	130,030.80	0.74
GOLDMAN SACHS GROUP INC	1/27/2023	700,000.00	700,378.00	0.37
GOLDMAN SACHS GROUP INC	1/27/2023	300,000.00	300,162.00	0.37
HONEYWELL INTERNATIONAL INC	8/8/2022	544,449.55	554,891.75	0.21
HONEYWELL INTERNATIONAL INC INTERNATIONAL BUSINESS MACHINES CORP	8/8/2022 2/12/2024	234,762.65 720,041.50	239,265.25 705,441.55	0.21 0.56
INTERNATIONAL BUSINESS MACHINES CORP	2/12/2024	307,804.00	301,562.80	0.56
JPMORGAN CHASE & CO	4/1/2023	695,000.00	708,295.35	0.34
JPMORGAN CHASE & CO	4/1/2023	305,000.00	310,834.65	0.34
MORGAN STANLEY	5/19/2022	347,679.50	357,080.50	0.23
MORGAN STANLEY MORGAN STANLEY	5/19/2022 2/25/2023	149,005.50 738,979.60	153,034.50 731,244.25	0.23 0.41
MORGAN STANLEY MORGAN STANLEY	2/25/2023	738,979.60 324,300.40	731,244.25 320,905.75	0.41
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2/8/2024	564,610.15	561,971.60	0.56
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2/8/2024	244,830.95	243,686.80	0.56
NORTHERN TRUST CORP	8/2/2022	703,437.30	709,747.90	0.26
NORTHERN TRUST CORP PNC BANK NA	8/2/2022 2/24/2023	308,702.70 560,000.00	311,472.10 564,547.20	0.26 0.31
	2,27,2020	300,000.00	304,047.20	0.01

DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
PNC BANK NA	2/24/2023	240,000.00	241,948.80	0.31
PACCAR FINANCIAL CORP PACCAR FINANCIAL CORP	8/11/2023 8/11/2023	314,587.35 134,823.15	315,478.80 135,205.20	0.27 0.27
PEPSICO INC	5/1/2023	643,722.90	650,766.30	0.24
PEPSICO INC	5/1/2023	279,445.60	282,503.20	0.24
CHARLES SCHWAB CORP	3/18/2024	889,555.00	896,586.00	0.46
CHARLES SCHWAB CORP	3/18/2024	389,805.00	392,886.00	0.46
TOYOTA MOTOR CREDIT CORP TOYOTA MOTOR CREDIT CORP	1/11/2024 1/11/2024	1,499,910.00	1,499,505.00	0.46 0.46
TOYOTA MOTOR CREDIT CORP	4/6/2023	649,961.00 409,667.90	649,785.50 410,651.90	0.46
TOYOTA MOTOR CREDIT CORP	4/6/2023	174,858.25	175,278.25	0.31
UNITEDHEALTH GROUP INC	5/15/2024	963,996.40	966,572.95	0.34
UNITEDHEALTH GROUP INC	5/15/2024	419,563.20	420,684.60	0.34
	SUB-TOTAL	197,403,430.02	199,759,492.13	
MORTGAGE AND ASSET-BACK SECURITIES				
HAROT 2020-1 A3	4/22/2024	2,939,423.76	2,978,955.00	0.43
HAROT 2019-3 A3	8/15/2023	2,367,557.87	2,388,222.80	0.50
HART 2021-A A3	9/15/2025	1,759,814.85	1,761,161.60	0.35
HART 2021-B A3	1/15/2026	3,614,202.17	3,615,036.15	0.59
JDOT 2019-B A3 JDOT 2020 A3	12/15/2023 8/15/2024	947,407.15 2,124,870.16	959,292.34 2,144,252.50	0.30 0.35
MBALT 2021-B A3	11/15/2024	1,989,849.76	1,992,487.50	0.33
MBALT 2020-A A3	12/15/2022	1,320,126.39	1,329,001.18	-0.04
NAROT 2019-C A3	7/15/2024	2,871,403.29	2,902,050.81	0.75
TAOT 2020-D A3	1/15/2025	1,689,685.15	1,691,639.30	0.29
TAOT 2021-A A3 CNH 2020-A A2	5/15/2025 7/17/2023	3,699,313.28 231,728.91	3,699,704.00 232,082.15	0.26 0.39
CARMX 2020-3 B	3/16/2026	737,328.52	738,241.70	0.76
CARMX 2019-3 A4	4/15/2025	470,640.63	471,193.45	0.76
CARMX 2019-4 B	7/15/2025	1,758,871.25	1,759,192.96	1.09
CARMX 2020-1 A3	12/16/2024	1,024,798.90	1,041,605.00	0.68
CARMX 2020-1 A4 FH G12952	6/16/2025 12/1/2022	4,262,480.39 56,388.78	4,256,905.91 55,492.12	0.62 1.32
FNA 2012-M9 A2	4/25/2022	173,699.07	174,229.32	0.29
FNA 2012-M9 A2	4/25/2022	35,791.14	35,901.80	0.29
FNA 2012-M17 A2	11/25/2022	286,697.42	302,625.16	0.21
FHR 3806 L	2/15/2026	293,335.59	292,240.20	0.24
FHMS 2011-K016 A2 FHMS 2011-K016 A2	10/25/2021 10/25/2021	904,525.50 261,093.51	909,199.61 257,507.52	0.03
FHMS K-020 A2	5/25/2022	484,675.58	503,222.48	0.03
FHMS K-020 A2	5/25/2022	96,927.35	100,644.50	0.19
FHMS K-020 A2	5/25/2022	193,171.68	201,288.99	0.19
FHMS K-021 A2	6/25/2022	964,991.99	998,666.36	0.43
FHMS K-023 A1 FHMS K-023 A1	4/25/2022 4/25/2022	22,601.40	23,357.98	0.21 0.21
FHMS K-025 A1	4/25/2022	110,528.66 46,004.05	112,702.28 46,542.63	0.19
FHMS K-025 A2	10/25/2022	500,603.91	502,676.30	0.24
FHMS K-025 A2	10/25/2022	3,611,499.61	3,626,450.45	0.24
FHMS K-S01 A2	1/25/2023	200,184.67	209,300.45	0.35
FHMS K-027 A1	9/25/2022	25,194.41	26,047.16	0.18
FHMS K-027 A2 FHMS K-027 A2	1/25/2023 1/25/2023	2,101,558.59 1,875,366.21	2,161,530.00 1,929,937.50	0.30 0.30
FHR 4285 BA	12/15/2023	440,372.60	438,997.84	0.54
FHMS K-041 A1	8/25/2024	1,794,091.44	1,779,420.86	0.31
FHMS K-046 A1	1/25/2025	600,697.16	599,052.21	0.25
FHMS K-PLB A FHMS K-047 A1	5/25/2025 12/25/2024	2,156,328.13	2,153,720.00	0.68 0.30
FHMS K-050 A1	1/25/2024	670,580.84 2,614,189.33	683,647.49 2,596,644.84	0.30
FHMS K-051 A2	9/25/2025	4,348,857.42	4,333,071.00	0.82
FHMS K-051 A2	9/25/2025	330,046.88	329,094.00	0.82
FHMS K-051 A2	9/25/2025	1,337,686.53	1,332,830.70	0.82
FHMS K-052 A2	11/25/2025	985,992.19	983,043.00	0.84
FN AM0359 FN AM8892	8/1/2022 7/1/2025	2,642,838.12 2,446,965.01	2,648,815.98 2,444,015.29	0.88 1.11
FN AM8730	7/1/2025	1,801,723.31	1,802,465.07	0.72
FN AN0429	1/1/2025	983,211.66	974,318.43	0.61
FNR 0338C MP	5/25/2023	139,689.86	138,646.97	0.79
FNR 0338C MP FNR 0333.LLB	5/25/2023 5/25/2023	153,760.15 86.861.28	152,245.82 86,197.84	0.79 1.21
FNR 0364L HQ	7/25/2023	96,482.58	96,359.60	0.76
FHR 2666 OD	8/15/2023	89,975.10	89,638.73	1.15
FHR 2666 OD	8/15/2023	93,612.88	93,108.61	1.15
FHR 2756 KA	2/15/2024	364,596.98	359,725.80	1.09
FNR 2008-45 DB FN BM6007	6/25/2023 5/1/2023	103,115.89 432,370.44	102,732.17 423,480.26	0.55 0.95
FORDF 2017-3 A	9/15/2022	776,132.81	768,630.00	0.27
FORDF 2019-2 B	4/15/2024	1,831,369.92	1,829,187.00	0.65
FORDF 2019-3 A1	9/15/2024	4,105,937.50	4,088,560.00	0.26
FORDF 2020-1 A1 MMAF 20B A3	9/15/2025	1,007,617.19	1,005,980.00	0.42 0.45
MMAF 20A A2	8/14/2025 4/9/2024	3,469,950.38 1,415,239.81	3,474,649.80 1,420,707.39	0.43
PFSFC 2019-A A2	4/15/2024	517,893.52	512,043.94	0.32
PFSFC 20B A	6/17/2024	1,564,789.51	1,577,175.70	0.32
PFSFC 20E A	10/15/2025	302,156.25	303,090.00	0.53
PFSFC 20E A SCART 20A A	10/15/2025 10/15/2024	1,007,421.87 1,292,921.79	1,010,300.00	0.53 0.57
BMWLT 2021-1 A4	7/25/2024	939,962.69	1,300,915.12 941,325.40	0.29
BMWLT 2021-1 A4	7/25/2024	409,983.72	410,578.10	0.29
COPAR 2020-1 A3	11/15/2024	1,489,683.22	1,508,461.10	0.59
COPAR 2020-1 A3	11/15/2024	639,863.94	647,929.60	0.59
CARMX 2021-2 A3 CARMX 2021-2 A3	2/17/2026 2/17/2026	2,339,495.73 1,009,782.35	2,343,463.20 1,011,494.80	0.46 0.46
CARMX 2021-2 A3	6/15/2026	2,899,522.95	2,900,000.00	0.40
CARMX 2021-3 A3	6/15/2026	1,249,794.38	1,250,000.00	0.55
DRIVE 2020-2 A3	5/15/2024	439,983.19	440,708.40	0.38
DRIVE 2020-2 A3 DRIVE 2021-1 A3	5/15/2024 11/15/2024	189,992.74	190,305.90	0.38
DRIVE 2021-1 A3 DRIVE 2021-1 A3	11/15/2024 11/15/2024	909,946.49 389,977.07	912,056.60 390,881.40	0.26 0.26
EART 2021-1 A3	10/15/2024	1,189,897.30	1,190,154.70	0.20
EART 2021-2 A3	10/15/2024	509,955.99	510,066.30	0.29
FHMS K-SMC A2	1/25/2023	308,728.52	320,409.80	0.23
FHMS K-SMC A2	1/25/2023	2,030,198.44	2,108,503.20	0.23
FHMS K-SMC A2 FHMS K-SMC A2	1/25/2023 1/25/2023	410,500.00 1,175,160.15	413,432.00 1,219,624.40	0.23 0.23
FHMS K-717 A2	9/25/2021	355,863.15	352,310.13	-0.19
FHMS K-717 A2	9/25/2021	179,796.78	178,001.64	-0.19
FHMS K-724 A1	3/25/2023	225,987.42	232,373.06	0.35
FHMS K-724 A1	3/25/2023	267,121.86	270,475.86	0.35
FHMS K-J33 A1 FHMS K-J33 A1	12/25/2025 12/25/2025	997,462.18 435,918.88	994,833.08 434,766.59	0.52 0.52
	.2,23/2020	100,010.00	.5 .,. 00.55	0.02

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FHMS K-727 A2	DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
FHMS K-727 A2 FHMS K-727 A2		7/25/2024 7/25/2024	3,135,638.67 1,357,699.22	3,071,359.50 1,329,867.00	0.88 0.88
FHMS K-J23 A2		12/25/2022	612,670.88	616,871.29	0.80
FHMS K-J23 A2		12/25/2022	291,386.67	289,623.50	0.80
FHMS K-J30 A1		1/25/2025	1,093,284.85	1,092,511.03	0.54
FHMS K-J30 A1 GMCAR 212 A3		1/25/2025 4/16/2026	475,873.44 449,960.45	475,531.01 451,881.00	0.54 0.35
GMCAR 212 A3		4/16/2026	199,982.42	200,836.00	0.35
HDMOT 2019-A A3		2/15/2024	1,587,759.16	1,600,807.42	0.81
HDMOT 2019-A A3		2/15/2024	680,468.21	686,060.32	0.81
HAROT 2019-3 A3		8/15/2023	1,078,887.13	1,088,304.06	0.50
HAROT 2019-3 A3 JDOT 2019 A3		8/15/2023 7/17/2023	470,942.80	475,053.36	0.50
JDOT 2019 A3		7/17/2023	589,698.60 254,944.88	596,329.34 257,811.56	0.39
JDOT 2020 A3		8/15/2024	1,959,880.24	1,977,757.60	0.35
JDOT 2020 A3		8/15/2024	839,948.68	847,610.40	0.35
MBALT 2020-A A3		12/15/2022	674,107.09	678,638.90	-0.04
MBALT 2020-A A3 SDART 2020-3		12/15/2022	290,240.55	292,191.75	-0.04
SDART 2020-3 SDART 2020-3		7/15/2024 7/15/2024	1,729,834.61 739,929.26	1,732,110.60 740,902.80	0.30 0.30
SDART 2021-1 A3		9/16/2024	2,059,913.07	2,062,781.00	0.20
SDART 2021-1 A3		9/16/2024	889,962.44	891,201.50	0.20
SDART 2021-3 A3		3/17/2025	1,049,887.23	1,051,354.50	0.25
SDART 2021-3 B		12/15/2025	1,449,739.00	1,452,233.00	0.53
TAOT 2019-C A3 TAOT 2019-C A3		9/15/2023 9/15/2023	1,003,209.67	1,012,487.63 435,053.28	0.44
VWALT 2019-A A3		11/21/2022	431,066.66 529,807.31	532,624.19	0.09
VWALT 2019-A A3		11/21/2022	233,474.62	234,715.74	0.09
WOLS 2021-A A3		8/15/2024	2,099,750.94	2,100,000.00	0.42
WOLS 2021-A A3		8/15/2024	899,893.26	900,000.00	0.42
ALLYA 2019-1 A3 ALLYA 2019-1 A3		9/15/2023 9/15/2023	403,038.40	407,033.32	1.12 1.12
BMWLT 2021-1 A3		1/25/2024	206,965.66 534,983.04	209,017.10 535,834.60	0.16
BMWLT 2021-1 A3		1/25/2024	234,992.55	235,366.60	0.16
COPAR 2019-1 A3		11/15/2023	349,571.58	353,324.15	0.92
COPAR 2019-1 A3		11/15/2023	174,785.79	176,662.08	0.92
CARMX 2021-2 A3		2/17/2026	914,802.82	916,354.20	0.46
CARMX 2021-2 A3 CARMX 2020-4 A3		2/17/2026 8/15/2025	399,913.80	400,592.00 331 178 10	0.46 0.33
CARMX 2020-4 A3		8/15/2025	329,927.37 144,968.08	331,178.10 145,517.65	0.33
CARMX 2021-1 A3		12/15/2025	454,910.09	454,808.90	0.36
CARMX 2021-1 A3		12/15/2025	194,961.47	194,918.10	0.36
CARMX 2021-3 A3		6/15/2026	1,759,710.48	1,760,000.00	0.55
CARMX 2021-3 A3 DCENT 2019-3 A		6/15/2026	764,874.16	765,000.00	0.55
DCENT 2019-3 A DCENT 2019-3 A		10/15/2024 10/15/2024	694,850.71 304,934.49	708,969.50 311.130.50	0.23 0.23
FNA 2012-M5 A2		2/25/2022	242,699,60	245,121.04	1.06
FNA 2012-M5 A2		2/25/2022	104,014.11	105,051.88	1.06
FNA 2013-M1 A2		8/25/2022	505,398.06	508,570.14	0.08
FNA 2013-M1 A2		8/25/2022	216,599.17	217,958.63	0.08
FNA 2013-M7 A2 FNA 2013-M7 A2		12/25/2022	456,443.66	460,398.96	-0.07 -0.07
FHMS K-018 A2		12/25/2022 1/25/2022	187,258.94 2,177,474.88	188,881.63 2,203,851.87	0.07
FHMS K-018 A2		1/25/2022	948,403.41	959,891.96	0.31
FHMS K-019 A2		3/25/2022	1,564,009.67	1,599,501.34	0.20
FHMS K-019 A2		3/25/2022	695,076.55	710,849.74	0.20
FHMS K-022 A2		7/25/2022	829,592.11	840,616.83	0.28
FHMS K-022 A2 FHMS K-023 A1		7/25/2022 4/25/2022	364,017.13 226,967.66	368,854.67 233,579.85	0.28 0.21
FHMS K-023 A2		8/25/2022	1.238.014.06	1.240.654.60	0.44
FHMS K-023 A2		8/25/2022	537,825.78	538,972.90	0.44
FHMS K-026 A2		11/25/2022	2,260,931.25	2,275,344.60	0.31
FHMS K-026 A2		11/25/2022	510,800.78	512,465.00	0.31
FHMS K-026 A2		11/25/2022	1,201,756.25	1,209,417.40	0.31
FHMS K-029 A1 FHMS K-029 A1		10/25/2022 10/25/2022	142,845.80 260,965.10	144,216.66 263,800.04	0.15 0.15
FHMS K-034 A1		2/25/2023	339,733.23	346,240.89	0.23
FHMS K-034 A1		2/25/2023	155,402.45	158,379.22	0.23
FHMS K-035 A1		3/25/2023	239,054.01	244,147.95	0.18
FHMS K-035 A1		3/25/2023	201,246.84	205,535.16	0.18
FHMS K-717 A2 FHMS K-717 A2		9/25/2021 9/25/2021	168,187.47 89,036.52	168,120.04 89,000.82	-0.19 -0.19
FHMS K-720 A2		6/25/2022	1,227,933.99	1,247,195.40	0.35
FHMS K-720 A2		6/25/2022	1,005,312.50	1,013,980.00	0.35
FHMS K-720 A2		6/25/2022	968,370.70	983,560.60	0.35
FHMS K-P05 A		7/25/2023	134,717.17	137,289.33	0.96
FHMS K-J27 A1 FITAT 2019-1 A3		7/25/2024 12/15/2023	794,718.80 327,092.66	817,165.38 330,534.37	0.44 0.97
FORDO 2021-A A3		8/15/2025	599,949.42	600,018.00	0.30
FORDO 2021-A A3		8/15/2025	259,978.08	260,007.80	0.30
GMCAR 2019-1 A3		11/16/2023	852,832.54	861,251.52	1.07
GMCAR 2020-3 A3		4/16/2025	629,855.86	631,751.40	0.28
GMCAR 2020-3 A3 GMCAR 2020-4 A3		4/16/2025 8/18/2025	269,938.22 294,936.96	270,750.60 295,442.50	0.28 0.30
GMCAR 2020-4 A3		8/18/2025	129,972.22	130,195.00	0.30
GMALT 2021-1 A3		2/20/2024	754,922.69	755,777.65	0.18
GMALT 2021-1 A3		2/20/2024	329,966.21	330,339.90	0.18
GMALT 2019-3 A3		6/20/2022	158,844.11	159,125.34	1.05
HDMOT 2020-A A3		10/15/2024	577,222.34	582,908.13	0.73
HDMOT 2020-A A3 HAROT 2018-4 A3		10/15/2024 1/15/2023	250,760.52 329,985.62	253,230.58 332,800.65	0.73 0.82
HAROT 2018-3 A3		8/22/2022	203,879.69	204,786.51	0.62
HALST 2021-A A3		1/16/2024	344,956.94	345,262.20	0.27
HALST 2021-A A3		1/16/2024	149,981.28	150,114.00	0.27
HART 2019-A A3		6/15/2023	217,688.37	219,663.41	0.72
HART 2021-A A3 HART 2021-A A3		9/15/2025 9/15/2025	604,936.36 264,972.12	605,399.30 265,174.90	0.35 0.35
KCOT 211 A3		9/15/2025 8/15/2025	639,869.06	641,683.20	0.35
KCOT 211 A3		8/15/2025	274,943.73	275,723.25	0.50
MBALT 2020-B A3		11/15/2023	179,990.88	180,399.60	0.19
MBALT 2020-B A3		11/15/2023	79,995.94	80,177.60	0.19
MBART 2020-1 A3		2/18/2025	434,966.03	436,914.00	0.23
MBART 2020-1 A3 MBART 2018-1 A3		2/18/2025 1/15/2023	189,985.16 237,832.44	190,836.00 238,926.13	0.23 0.84
NALT 2019-B A3		7/15/2022	142,431.85	142,788.92	0.04
NAROT 2018-C A3		6/15/2023	249,665.88	252,278.28	1.09
NAROT 2018-C A3		6/15/2023	124,832.94	126,139.14	1.09
NAROT 2020-B A3		7/15/2024	799,978.08	802,424.00	0.28
NAROT 2020-B A3		7/15/2024	349,990.41	351,060.50	0.28
NAROT 2018-B A3 NAROT 2019-C A3		3/15/2023 7/15/2024	429,229.67 612,177.35	433,377.20 618,711.34	0.38 0.75
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	Portfolio Listing As of July 31, 2021			
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
NAROT 2019-C A3	7/15/2024	262,361.72	265,162.00	0.75
NAROT 2019-A A3	10/16/2023	845,308.33	855,040.57	1.04
NAROT 2019-A A3	10/16/2023	416,151.79	420,943.05	1.04
TAOT 2018-D A3 TAOT 2018-D A3	3/15/2023	224,525.57	226,527.94	0.82
TAOT 2018-D A3	3/15/2023	149,683.71	151,018.63	0.82
	9/15/2022	164,761.49	165,264.83	0.51
TAOT 2019-C A3	9/15/2023	587,818.17	593,254.47	0.44
TAOT 2019-C A3	9/15/2023	274,315.15	276,852.09	0.44
VZOT 2020-B A	2/20/2025	559,882.40	561,887.20	0.21
VZOT 2020-B A	2/20/2025	239,949.60	240,808.80	0.21
VZOT 2019-C A1A	4/22/2024	994,923.28	1,007,925.05	0.17
VZOT 2019-C A1A	4/22/2024	429,966.85	435,585.70	0.17
VZOT 2020-A A1A	7/22/2024	699,918.03	711,249.00	0.22
VZOT 2020-A A1A	7/22/2024	299,964.87	304,821.00	0.22
VWALT 2019-A A3 VWALT 2019-A A3	11/21/2022	561,237.06	564,220.54	0.09
VWALT 2019-A A3	11/21/2022	246,944.31	248,257.04	0.09
VALET 2018-2 A3	4/20/2023	486,993.21	491,309.13	0.58
VALET 2018-2 A3	4/20/2023	222,625.47	224,598.46	0.58
WOART 2020-B A3	5/15/2025	699,945.12	703,157.00	0.33
WOART 2020-B A3	5/15/2025	299,976.48	301,353.00	0.33
SUB-TOTAL		187,043,051.43	187,959,292.92	
Municipal Debt NEW YORK ST	2/15/2024	3,000,000.00	3,120,120.00	0.42
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	2,865,000.00	2,898,377.25	0.38
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,105,500.00	1,112,815.00	0.38
CALIFORNIA ST	4/1/2024	3,239,373.40	3,295,211.90	0.43
CHAFFEY CMNTY COLLEGE DIST CALIF	6/1/2022	715,000.00	723,444.15	0.19
COOPERATIEVE RABOBANK UA (NEW YORK BRANCH)	1/12/2024	4,332,008.85	4,330,968.45	0.41
EL CAJON CALIF	4/1/2023	610,000.00	610,170.80	0.63
EL CAJON CALIF	4/1/2024	540,000.00	538,936.20	1.00
EL DORADO CALIF IRR DIST REV	3/1/2023	720,000.00	724,960.80	0.44
EL DORADO CALIF IRR DIST REV	3/1/2024	720,000.00	728,150.40	0.64
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2022	715,000.00	722,836.40	0.62
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2024	715,000.00	735,656.35	1.00
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	1,620,000.00	1,616,338.80	0.50
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	900,000.00	900,153.00	0.50
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2023	720,000.00	720,201.60	0.64
LOS ANGELES CNTY CALIF PUB WKS FING AUTH LEASE REV	12/1/2021	1,537,050.00	1,514,160.00	0.37
MASSACHUSETTS ST WTR RES AUTH IAM COML PAPER NTS 3 NEW YORK STATE DORMITORY AUTHORITY	8/1/2023	2,365,000.00	2,436,233.80	0.26
	3/15/2025	2,690,000.00	2,699,630.20	0.79
OHLONE CALIF CMNTY COLLEGE DIST	8/1/2022	800,000.00	811,840.00	0.22
PASADENA CALIF PUB FING AUTH LEASE REV PENNSYLVANIA ST TPK COMMN TPK REV	12/1/2021	400,000.00	403,688.00	0.49
	12/1/2021	876,767.50	880,810.00	0.30
RANCHO SANTIAGO CALIF CMNTY COLLEGE DIST	9/1/2023	865,000.00	866,340.75	0.34
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2021	480,000.00	482,904.00	0.32
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2022	400,000.00	409,752.00	0.33
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2022	2,420,000.00	2,444,151.60	0.42
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2022	1,500,000.00	1,526,535.00	0.17
SAN DIEGO CNTY CALIF WTR AUTH WTR REV	5/1/2024	1,440,000.00	1,445,716.80	0.45
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	2,138,837.50	2,175,903.50	0.49
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2023	1,635,140.00	1,697,103.20	0.41
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2021	290,000.00	290,098.60	0.20
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2022	430,000.00	432,304.80	0.20
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2023	430,000.00	431,522.20	0.20
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2023	2,590,000.00	2,609,217.80	0.31
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2024	2,625,000.00	2,649,360.00	0.52
UTAH HSG CORP SINGLE FAMILY MTG REV	1/1/2022	875,000.00	880,241.25	0.67
UTAH HSG CORP SINGLE FAMILY MTG REV	7/1/2022	365,000.00	369,628.20	0.76
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2022	560,000.00	562,962.40	0.42
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	720,000.00	727,545.60	0.58
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	722,793.60	727,545.60	0.58
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	728,517.60	727,545.60	0.58
ALAMEDA CNTY CALIF JT PWRS AUTH LEASE REV	6/1/2022	887,530.50	889,905.60	0.25
ALAMEDA CNTY CALIF JT PWRS AUTH LEASE REV	6/1/2022	387,657.00	388,694.40	0.25
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	2,590,000.00	2,669,823.80	0.33
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	1,110,000.00	1,144,210.20	0.33
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,074,139.50	1,062,232.50	0.38
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	460,345.50	455,242.50	0.38
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	550,000.00	565,741.00	0.51
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	240,000.00	246,868.80	0.51
CALIFORNIA EARTHQUAKE AUTH REV CALIFORNIA EARTHQUAKE AUTH REV	7/1/2023	260,000.00	265,202.60	0.43
	7/1/2023	105,000.00	107,101.05	0.43
CALIFORNIA ST	3/1/2022	633,452.80	602,045.80	0.16
CALIFORNIA ST	3/1/2022	267,579.20	127,156.23	0.16
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	312,863.98	298,250.96	0.52
CALIFORNIA ST PUB WKS BRD LEASE REV CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	333,842.71	330,125.06	0.52
CALIFORNIA ST FOB WAS BRD LEASE REV	12/1/2021	284,204.69	270,930.27	0.52
	11/1/2023	760,000.00	762,166.00	0.35
CALIFORNIA ST UNIV REV	11/1/2023	330,000.00	330,940.50	0.35
CALIFORNIA STATEWIDE CMNTYS DEV AUTH REV	2/1/2023	610,000.00	609,920.70	0.35
CALIFORNIA STATEWIDE CMNTYS DEV AUTH REV	2/1/2023	265,000.00	264,965.55	0.35
CONTRA COSTA CALIF CMNTY COLLEGE DIST	8/1/2021	700,000.00	700,000.00	1.69
CONTRA COSTA CALIF CMNTY COLLEGE DIST	8/1/2021	300,000.00	300,000.00	1.69
EL SEGUNDO CALIF PENSION OBLIG	7/1/2023	970,000.00	969,941.80	0.37
EL SEGUNDO CALIF PENSION OBLIG	7/1/2023	415,000.00	414,975.10	0.37
LOS ALTOS CALIF SCH DIST	10/1/2024	2,486,088.50	2,485,672.00	0.54
LOS ALTOS CALIF SCH DIST	10/1/2024	1,065,466.50	1,065,288.00	0.54
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2025	1,120,000.00	1,116,830.40	1.02
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2025	480,000.00	478,641.60	1.02
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	713,692.00	721,553.00	0.52
LOS ANGELES CALIF MUN IMPT CORP LEASE REV MASSACHUSETTS (COMMONWEALTH OF)	11/1/2022	305,868.00	309,237.00	0.52
	5/1/2022	832,960.00	814,792.00	0.17
MASSACHUSETTS (COMMONWEALTH OF) OAKLAND-ALAMEDA CNTY CALIF COLISEUM AUTH LEASE REV	5/1/2022	354,008.00	346,286.60	0.17
	2/1/2023	740,908.00	729,120.00	0.56
OAKLAND-ALAMEDA CNTY CALIF COLISEUM AUTH LEASE REV	2/1/2023	317,532.00	312,480.00	0.56
PALM DESERT CALIF REDEV AGY SUCCESSOR AGY TAX ALLO PALM DESERT CALIF REDEV AGY SUCCESSOR AGY TAX ALLO	10/1/2022	783,413.40	789,619.60	0.56
	10/1/2022	330,661.50	333,281.00	0.56
REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	5/1/2026	1,045,000.00	1,065,910.45	0.89
REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	5/1/2026	450,000.00	459,004.50	0.89
RIVERSIDE CALIF UNI SCH DIST	2/1/2022	520,000.00	524,175.60	0.21
RIVERSIDE CALIF UNI SCH DIST	2/1/2022	230,000.00	231,846.90	0.21
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2023	960,000.00	987,609.60	0.49
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2023	415,000.00	426,935.40	0.49
SACRAMENTO CNTY CALIF SANTN DIST FING AUTH REV	12/1/2023	1,050,000.00	1,054,788.00	0.56
SACRAMENTO CNTY CALIF SANTN DIST FING AUTH REV	12/1/2023	450,000.00	452,052.00	0.56
SAN BERNARDINO CALIF CMNTY COLLEGE DIST	8/1/2024	620,000.00	628,053.80	0.51
SAN BERNARDINO CALIF CMNTY COLLEGE DIST	8/1/2024	270,000.00	273,507.30	0.51
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2021	900,000.00	900,000.00	1.92
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2021	385,000.00	385,000.00	1.92
SAN DIEGO CALIF PUB FACS FING AUTH LEASE REV	10/15/2021	930,000.00	934,919.70	0.45
SAN DIEGO CALIF PUB FACS FING AUTH LEASE REV	10/15/2021	395,000.00	397,089.55	0.45
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DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
SAN FRANCISCO CALIF CITY & CNTY PUB UTILS COMMN WT	11/1/2022	440,000.00	448,888.00	0.33
SAN FRANCISCO CALIF CITY & CNTY PUB UTILS COMMN WT SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	11/1/2022 5/1/2022	190,000.00 1,640,000.00	193,838.00 1,674,653.20	0.33 0.24
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	710,000.00	725,002.30	0.24
SANTA BARBARA CNTY CALIF SOLID WASTE SYS REV CTFS	12/1/2021	260,000.00	262,433.60	0.51
SANTA BARBARA CNTY CALIF SOLID WASTE SYS REV CTFS	12/1/2021	115,000.00	116,076.40	0.51
SEMITROPIC IMPT DIST SEMITROPIC WTR STORAGE DIST C	12/1/2022	1,140,117.00	1,125,553.00	0.42
SEMITROPIC IMPT DIST SEMITROPIC WTR STORAGE DIST C	12/1/2022 7/1/2023	497,505.60 1,910,000.00	491,150.40	0.42 0.40
SOUTHERN CALIF PUB PWR AUTH PWR PROJ REV SOUTHERN CALIF PUB PWR AUTH PWR PROJ REV	7/1/2023	825,000.00	1,914,813.20 827.079.00	0.40
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2022	1,099,170.00	1,093,521.60	0.30
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2022	478,342.50	475,884.40	0.30
UNIVERSITY CALIF REVS	5/15/2022	1,344,703.40	1,371,717.80	0.29
UNIVERSITY CALIF REVS	5/15/2022	582,035.80	593,728.60	0.29
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2022 8/1/2022	1,720,000.00 740.000.00	1,725,813.60 742,501.20	0.19 0.19
VALLEJO CALIF WTR REV	5/1/2023	590.000.00	597,935.50	0.70
VALLEJO CALIF WTR REV	5/1/2023	250,000.00	253,362.50	0.70
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2022	565,000.00	570,169.75	0.33
CALIFORNIA EARTHQUAKE AUTH REV CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	7/1/2022 12/1/2022	250,000.00 435,000.00	252,287.50 436,044.00	0.33 0.17
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2022	190,000.00	190,456.00	0.17
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2023	160,000.00	160,342.40	0.32
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2023	70,000.00	70,149.80	0.32
CALIFORNIA ST UNIV REV	11/1/2023	700,000.00	701,995.00	0.35
CALIFORNIA ST UNIV REV	11/1/2023	300,000.00	300,855.00	0.35
CONNECTICUT ST CONNECTICUT ST	7/1/2023 7/1/2023	155,925.35 70,417.90	159,973.95 72,246.30	0.32 0.32
FLORIDA ST BRD ADMIN FIN CORP REV	7/1/2025	715,000.00	727,097.80	0.82
FLORIDA ST BRD ADMIN FIN CORP REV	7/1/2025	310,000.00	315,245.20	0.82
LOS ANGELES CALIF CMNTY COLLEGE DIST	8/1/2023	530,000.00	531,865.60	0.27
LOS ANGELES CALIF CMNTY COLLEGE DIST	8/1/2023	230,000.00	230,809.60	0.27
MARYLAND ST MARYLAND ST	8/1/2023 8/1/2023	1,580,000.00 545,000.00	1,585,751.20 546,983.80	0.23
MISSISSIPPI ST	11/1/2023	645,000.00	647,083.35	0.28
MISSISSIPPI ST	11/1/2023	280,000.00	280,904.40	0.28
NEW JERSEY ST TPK AUTH TPK REV	1/1/2025	595,000.00	598,135.65	0.74
NEW JERSEY ST TPK AUTH TPK REV	1/1/2025	255,000.00	256,343.85	0.74
NEW YORK ST URBAN DEV CORP REV NEW YORK ST URBAN DEV CORP REV	3/15/2023 3/15/2023	640,000.00 275,000.00	639,104.00 274,615.00	0.57 0.57
NEW YORK ST URBAN DEV CORP REV	3/15/2024	1,945,000.00	1,937,258.90	0.77
NEW YORK ST URBAN DEV CORP REV	3/15/2024	845,000.00	841,636.90	0.77
PORT AUTH N Y & N J	7/1/2023	450,000.00	456,354.00	0.35
PORT AUTH N Y & N J	7/1/2023	1,101,416.70	1,110,461.40	0.35
PORT AUTH N Y & N J	7/1/2023	675,000.00	684,531.00	0.35
SUB-TOTAL <u>Variable & Floating Rate</u>		113,442,836.49	114,193,870.07	
JPMORGAN CHASE & CO	6/1/2025	865,000.00	865,709.30	0.83
JPMORGAN CHASE & CO	6/1/2025	2,308,757.15	2,306,890.10	0.83
JPMORGAN CHASE & CO	6/1/2025	1,151,840.00	1,150,943.00	0.83
JDOT 2021 A3	9/15/2025	1,454,720.35	1,456,367.70	0.32
TLOT-21A-A3 BMW US CAPITAL LLC	4/20/2024 4/1/2024	2,344,726.34	2,344,725.64 2,430,605.50	0.40 0.26
BANK OF AMERICA CORP	12/20/2023	2,410,000.00 2,879,411.20	2,836,283.60	0.46
BANK OF AMERICA CORP	10/24/2024	2,256,637.50	2,258,235.00	0.64
BANK OF AMERICA CORP	10/24/2024	802,424.00	802,928.00	0.64
CITIGROUP INC	5/1/2025	2,515,000.00	2,528,731.90	0.76
FHMS K-048 A2	6/25/2025	180,617.00	180,069.45	0.75
FHMS K-730 AM FN AL3382	1/25/2025 3/1/2023	3,800,660.16 709,833.39	3,751,323.00 713,694.05	0.97 0.78
GOLDMAN SACHS GROUP INC	11/17/2023	3,560,000.00	3,561,068.00	0.60
GOLDMAN SACHS GROUP INC	11/17/2023	3,604,680.00	3,601,080.00	0.60
JPMORGAN CHASE & CO	12/5/2024	964,932.50	943,162.50	0.67
JPMORGAN CHASE & CO	12/5/2024	3,132,832.40	3,061,236.00	0.67
JPMORGAN CHASE & CO MORGAN STANLEY	12/5/2024	3,961,872.00	3,880,440.00	0.67
MORGAN STANLEY MORGAN STANLEY	11/10/2023 11/10/2023	5,725,000.00 1,801,008.00	5,734,789.75 1,803,078.00	0.43 0.43
PNC BANK NA	2/24/2023	4,045,000.00	4,050,905.70	0.43
STATE STREET CORP	3/30/2023	1,750,000.00	1,779,907.50	0.26
TRUIST FINANCIAL CORP	6/9/2025	3,685,000.00	3,689,569.40	0.41
WELLS FARGO & CO	6/2/2024	6,140,580.00	6,127,740.00	0.49
BANK OF AMERICA CORP	10/22/2025	1,527,212.50	1,519,411.50	0.95
BANK OF AMERICA CORP BANK OF AMERICA CORP	10/22/2025 10/24/2024	658,281.25 1,510,000.00	654,918.75 1,515,526.60	0.95 0.64
BANK OF AMERICA CORP	10/24/2024	645,000.00	647,360.70	0.64
BANK OF AMERICA CORP	4/22/2025	1,220,000.00	1,226,636.80	0.77
BANK OF AMERICA CORP	4/22/2025	525,000.00	527,856.00	0.77
CITIGROUP INC	10/30/2024	1,440,000.00	1,445,832.00	0.61
CITIGROUP INC CITIGROUP INC	10/30/2024 5/1/2025	625,000.00 430,000.00	627,531.25 432,347.80	0.61 0.76
CITIGROUP INC	5/1/2025	185,000.00	186,010.10	0.76
FNA 2014-M8 A2	6/25/2024	1,423,141.08	1,398,447.05	0.31
FNA 2014-M8 A2	6/25/2024	617,704.84	606,986.57	0.31
FNA 2018-M5 A2	9/25/2021	7,861.44	7,713.90	0.92
FNA 2018-M5 A2	9/25/2021	3,345.30	3,282.51	0.92
FHMS K-029 A2 FHMS K-029 A2	2/25/2023 2/25/2023	1,172,193.75 820,581.64	1,166,435.20 822,753.40	0.33 0.33
FHMS K-029 A2	2/25/2023	1,797,539.45	1,760,067.40	0.33
FHMS K-029 A2	2/25/2023	1,078,080.08	1,072,703.80	0.33
FHMS K-029 A2	2/25/2023	544,232.81	541,559.20	0.33
FHMS K-031 A2	4/25/2023	2,631,514.84	2,587,621.40	0.33
FHMS K-031 A2	4/25/2023	1,139,967.97	1,120,953.40	0.33
FHMS K-032 A2 FHMS K-032 A2	5/25/2023 5/25/2023	2,655,776.95 1,149,819.14	2,741,439.60 1,186,906.80	0.34 0.34
FHMS K-033 A2	7/25/2023	2,665,809.38	2,659,100.60	0.42
FHMS K-033 A2	7/25/2023	1,143,989.06	1,141,110.10	0.42
FHMS K-I05 A	7/25/2024	786,794.43	788,037.56	0.20
FHMS K-105 A	7/25/2024	337,197.61	337,730.38	0.20
FHMS Q-015 A	8/25/2024	1,454,577.69	1,454,584.62	0.25
FHMS Q-015 A FIRST REPUBLIC BANK	8/25/2024 2/12/2024	623,493.15	623,486.22 357 255 50	0.25 0.55
FIRST REPUBLIC BANK	2/12/2024	350,000.00 150,000.00	357,255.50 153,109.50	0.55
GOLDMAN SACHS GROUP INC	6/5/2023	1,519,989.60	1,511,020.80	0.43
GOLDMAN SACHS GROUP INC	6/5/2023	657,292.80	653,414.40	0.43
GOLDMAN SACHS GROUP INC	3/8/2024	1,480,000.00	1,483,019.20	0.55
GOLDMAN SACHS GROUP INC	3/8/2024	635,000.00	636,295.40	0.55
GOLDMAN SACHS GROUP INC GOLDMAN SACHS GROUP INC	10/31/2022 10/31/2022	1,098,922.00 474,534.50	1,101,760.00 475,760.00	0.29 0.29
JPMORGAN CHASE & CO	9/16/2024	810,000.00	812,421.90	0.29
JPMORGAN CHASE & CO	9/16/2024	350,000.00	351,046.50	0.61

DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIE
JPMORGAN CHASE & CO	2/16/2025	640,000.00	637,664.00	0.
JPMORGAN CHASE & CO JPMORGAN CHASE & CO	2/16/2025 3/16/2024	275,000.00 1,470,000.00	273,996.25 1,475,850.60	0. 0.
JPMORGAN CHASE & CO	3/16/2024	640,000.00	642,547.20	0.
JPMORGAN CHASE & CO	6/1/2025	930,000.00	930,762.60	0.
JPMORGAN CHASE & CO	6/1/2025	405,000.00	405,332.10	0.
JDOT 2021 A3	9/15/2025	1,639,684.79	1,641,541.60	0
JDOT 2021 A3	9/15/2025	709,863.54	710,667.40	0
KEYBANK NA	1/3/2024 1/3/2024	1,010,000.00	1,011,151.40 440.501.60	0
KEYBANK NA KEYBANK NA	6/14/2024	440,000.00 1,430,000.00	1,431,630.20	Ċ
KEYBANK NA	6/14/2024	615,000.00	615,701.10	ò
MORGAN STANLEY	10/21/2025	430,000.00	430,288.10	(
MORGAN STANLEY	10/21/2025	185,000.00	185,123.95	(
MORGAN STANLEY	11/10/2023	810,000.00	811,385.10	(
MORGAN STANLEY	11/10/2023	350,000.00	350,598.50	(
MORGAN STANLEY	1/25/2024	1,290,000.00	1,290,361.20	(
MORGAN STANLEY	1/25/2024 1/22/2025	550,000.00	550,154.00	(
MORGAN STANLEY MORGAN STANLEY	1/22/2025	1,200,000.00 520,000.00	1,201,932.00 520,837.20	(
MORGAN STANLEY	4/5/2024	610,000.00	612,049.60	Ċ
MORGAN STANLEY	4/5/2024	265,000.00	265,890.40	
PNC BANK NA	12/9/2022	1,150,000.00	1,157,026.50	
PNC BANK NA	12/9/2022	490,000.00	492,993.90	Ċ
TRUIST BANK	8/2/2024	2,994,236.00	2,984,548.00	(
TRUIST BANK	8/2/2024	1,283,244.00	1,279,092.00	0
WELLS FARGO BANK NA	9/9/2022	1,390,000.00	1,392,599.30	(
WELLS FARGO BANK NA	9/9/2022	600,000.00	601,122.00	(
WELLS FARGO & CO	10/30/2025	1,524,791.00	1,516,265.00	(
WELLS FARGO & CO	10/30/2025	657,237.50	653,562.50	(
WELLS FARGO & CO	5/19/2025	320,000.00	320,598.40	(
WELLS FARGO & CO	5/19/2025	135,000.00	135,252.45	(
BANK OF AMERICA CORP	3/5/2024	744,982.00	733,243.00	(
BANK OF AMERICA CORP	3/5/2024	319,278.00	314,247.00	(
BANK OF AMERICA CORP BANK OF AMERICA CORP	5/19/2024 5/19/2024	995,000.00 430.000.00	1,012,362.75 437,503.50	(
BANK OF AMERICA CORP	4/22/2025	595,000.00	598,236.80	(
BANK OF AMERICA CORP	4/22/2025	255,000.00	256,387.20	(
CARMX 2020-3 A3	3/17/2025	539,907.45	542,052.00	(
CARMX 2020-3 A3	3/17/2025	234,959.72	235,893.00	Ċ
CITIGROUP INC	10/30/2024	1,740,000.00	1,747,047.00	Ċ
CITIGROUP INC	10/30/2024	760,000.00	763,078.00	
CITIGROUP INC	5/1/2025	205,000.00	206,119.30	(
CITIGROUP INC	5/1/2025	85,000.00	85,464.10	(
CITIGROUP INC	11/4/2022	215,000.00	216,083.60	(
CITIGROUP INC	11/4/2022	95,000.00	95,478.80	(
GMALT 2020-3 A3	8/21/2023	434,958.33	435,996.15	(
GMALT 2020-3 A3	8/21/2023	189,981.80	190,435.10	(
GMCAR 2021-1 A3	10/16/2025	369,941.10	370,677.10	(
GMALT 2021-2 A3	5/20/2024	1,109,825.73	1,110,011.10	(
GMALT 2021-2 A3	5/20/2024	479,924.64	480,004.80	(
GOLDMAN SACHS GROUP INC	11/17/2023	1,165,000.00	1,165,349.50	(
GOLDMAN SACHS GROUP INC	11/17/2023	510,000.00	510,153.00	(
JPMORGAN CHASE & CO	6/1/2024	1,100,000.00	1,121,406.00	(
JPMORGAN CHASE & CO	6/1/2024	475,000.00	484,243.50	(
JPMORGAN CHASE & CO JPMORGAN CHASE & CO	9/16/2024 9/16/2024	210,000.00	210,627.90	(
		90,000.00	90,269.10	
JPMORGAN CHASE & CO JPMORGAN CHASE & CO	2/16/2025 2/16/2025	570,000.00 245,000.00	567,919.50 244,105.75	(
JPMORGAN CHASE & CO	3/16/2024	695,000.00	697,766.10	(
JPMORGAN CHASE & CO	3/16/2024	305.000.00	306,213.90	(
JPMORGAN CHASE & CO	6/1/2025	545,000.00	545,446.90	(
JPMORGAN CHASE & CO	6/1/2025	240,000.00	240.196.80	Č
KCOT 212 A3	11/17/2025	1,064,959.85	1,065,010.65	Ò
KCOT 212 A3	11/17/2025	464,982.47	465,004.65	
MORGAN STANLEY	1/25/2024	1,070,000.00	1,070,299.60	(
MORGAN STANLEY	1/25/2024	465,000.00	465,130.20	(
MORGAN STANLEY	4/5/2024	175,000.00	175,588.00	(
MORGAN STANLEY	4/5/2024	75,000.00	75,252.00	
NALT 2020-B A3	10/16/2023	294,969.65	295,678.50	(
NALT 2020-B A3	10/16/2023	129,986.62	130,299.00	(
TLOT-21A-A3 TLOT-21A-A3	4/20/2024 4/20/2024	754,911.89	754,911.67 329,961.39	(
	4/20/2024	329,961.49		(
SUB-TOTAL		148, 127, 972.82	148,009,117.56	
pranationals				
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	3/19/2024	5,349,700.00	5,281,350.00	
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	3,043,442.50	3,046,767.00	
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,934,593.40	1,951,973.05	
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,177,726.00	1,188,377.38	
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	811,863.00	819,221.85	
INTER-AMERICAN DEVELOPMENT BANK	9/14/2022	10,484,250.00	10,687,383.00	
INTER-AMERICAN DEVELOPMENT BANK	5/24/2023	1,809,384.60	1,819,828.30	
INTER-AMERICAN DEVELOPMENT BANK	5/24/2023	789,731.40	794,289.70	(
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	1,841,033.25	1,843,044.30	
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	803,269.25	804,146.70	
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	4/20/2023	1,990,870.35	1,992,725.70	
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP SUB-TOTAL	4/20/2023	<u>868,199.10</u> 30,904,062.85	<u>869,008.20</u> 31,098,115.18	(
DRT-TERM PORTFOLIO - TOTAL				
OKI-IEKII FOKIFOLIO - TOTAL		<u>\$ 1,636,606,211.84</u>	\$ 1,641,075,535.90	
POND	PROCEEDS POPTE	OLIO		
BOND and Proceeds	PROCEEDS PORTF	OLIO		
	PROCEEDS PORTF	OLIO 13,295.51	13,295.51	0.06%

	DEBT SERVICE RESERVE FUND	13		
DESCRIPTION	MATURITY DATE	BOOK VALUE	REQUIRED AMOUNT	YIELD
91 EXPRESS LANES 2013 BONDS	2030		10,799,437.46	
US BANK COMMERCIAL PAPER	11/5/2021	11,492,701.00		0.06%
FIRST AMERICAN TREAS OBLIGATIONS	N/A	366.59		0.01%
91 EXPRESS LANES 2013 BONDS - OPERATING & MAIN	TENANCE RESERVES		13,000,000.00	
BANK DEPOSITS	N/A	220,658.50		
OPERATING RESERVE	10/13/2021	3,099,603.89		0.05%
MAINTENANCE RESERVE	10/13/2021	10,498,658.33		0.05%
PEBT SERVICE RESERVE FUNDS - TOTAL	\$	25,311,988.31		





September 13, 2021

To: Members of the Board of Directors

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

Subject: Authorization for the Orange County Transportation Authority to

Deposit and Invest Excess Funds with the Treasurer-Tax

Collector of the County of Orange

Finance and Administration Committee Meeting of September 8, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, Jones, and

Muller

Absent: Director Harper

Committee Vote

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

Committee Recommendation

Approve Resolution No. 2021-062 authorizing the Orange County Transportation Authority to deposit and invest excess funds with the Treasurer-Tax Collector of the County of Orange.



September 8, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Authorization for the Orange County Transportation Authority to

Deposit and Invest Excess Funds with the Treasurer-Tax Collector

of the County of Orange

Overview

Staff is requesting authorization to deposit and invest excess funds with the Treasurer-Tax Collector of the County of Orange.

Recommendation

Approve Resolution No. 2021-062 authorizing the Orange County Transportation Authority to deposit and invest excess funds with the Treasurer-Tax Collector of the County of Orange.

Background

The Orange County Transportation Authority (OCTA) has two accounts with the County of Orange (County) restricted to the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STAF). Funds from these two accounts are primarily used to fund operating expenditures for the bus program. Under the California Transportation Development Act guidelines, the California Department of Tax and Fee Administration (CDTFA) is required to deposit LTF and STAF funds with the Treasurer-Tax Collector of the County until claimed by OCTA. While CDTFA can deposit LTF and STAF funds with the Orange County Investment Pool (OCIP), currently OCTA does not have authorization to directly deposit and invest excess funds with the County. OCTA's investment policy (IP) allows for the investment of funds into OCIP in an amount up to ten percent of OCTA's investment portfolio.

Discussion

OCTA is seeking to diversify the investment of funds held within its liquid portfolio, while maintaining the primary objective of the IP which is safety of

principal. Section 53684 of the California Government Code allows local agencies to deposit excess funds into the County Treasury for purposes of investment by the County Treasurer-Tax Collector. The funds on deposit with the County are held in the OCIP and invested by the County Treasurer-Tax Collector in accordance with the County's IP.

The OCIP IP is approved annually by the County Board of Supervisors and reviewed annually by the Treasury Oversight Committee. The primary objectives of the policy are safety of principal, liquidity, and lastly to achieve a market rate of return within the parameters of prudent risk management. As with OCTA's investments, the OCIP must meet the conservative investment requirements of the California Government Code (Code). In addition, consistent with OCTA's IP, the OCIP IP is in many cases more conservative than the Code.

Per the OCIP IP, in order for OCTA to invest funds into OCIP, OCTA's Board of Directors (Board) must approve a resolution authorizing the deposit and investment of excess funds into the OCIP, along with authorization for any two persons holding any of the following positions: Chief Executive Officer, Deputy Chief Executive Officer, Chief Financial Officer, Director, Finance and Administration, Department Manager, Treasury and Public Finance, and Financial Analyst, Treasury and Public Finance to deposit and withdraw funds into the OCIP.

Summary

OCTA is seeking to diversify the investment of funds held within its liquid portfolio and is seeking authorization to invest excess funds with the OCIP consistent with OCTA's IP. A resolution of the Board is required in order to invest funds in the OCIP.

Attachments

- A. Resolution of the Orange County Transportation Authority Authorizing the Deposit and Investment of Excess Local Funds with the Treasurer-Tax Collector of the County of Orange, California
- B. Orange County Treasurer 2021 Investment Policy Statement
- C. Agreement for the Deposit and Investment of Excess Funds into the County Treasury

Prepared by:

Robert Davis
Department Manager
Treasury/Public Finance

(714) 560-5675

Approved by:

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

RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE DEPOSIT AND INVESTMENT OF EXCESS FUNDS WITH THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ORANGE, CALIFORNIA

WHEREAS Section 53684 of the California Government Code allows the Orange County Transportation Authority (Local Agency) to deposit excess funds into the Orange County Treasury for purposes of investment by the Orange County Treasurer-Tax Collector (Treasurer); and

WHEREAS, Local Agency has determined or may determine from time to time, that excess funds of the Local Agency exist which are not required for immediate use; and

WHEREAS, The Orange County Investment Pool is a permitted investment under the Orange County Transportation Authorities Investment Policy Statement; and

WHEREAS, the Treasurer may accept for investment deposits of a local agency, provided that the local agency is located within Orange County.

BE IT RESOLVED that the Board of Directors of the Orange County Transportation Authority authorizes as follows:

- 1. Local Agency hereby finds that it may, from time to time, be advantageous to make deposits for purposes of investment in the Orange County Investment Pool.
- 2. Local Agency has received and carefully reviewed the Treasurer's Investment Policy Statement (the "IPS") and is familiar with its contents. Having considered and weighed the risks of investing (including, but not limited to, the risks of loss of interest and principal), Local Agency finds and determines that it is appropriate and legal to invest its moneys in the Orange County Investment Pool as permitted by the Local Agency Investment Policy Statement. Local Agency understands and agrees that the IPS may be amended at any time by the County Board of Supervisors.
- 3. Local Agency further acknowledges that it has reviewed and understands Net Asset Value (NAV) risk that is described in Section V of the IPS.
- 4. The Local Agency Governing Board hereby finds and determines that excess funds of the authority are not required for immediate use and that the investment of such funds in the Orange County Investment Pool is an appropriate investment of its moneys.
- 5. Local Agency authorizes the deposit of moneys of the Local Agency into the Orange County Investment Pool for purposes of investment by the Treasurer in accordance with the provisions of Section 53684 of the California Government Code and the "Agreement for the Deposit and Investment of Excess Funds into the County Treasury" (the Agreement), which has been presented to this Local Agency and which is approved in the form presented. The Local Agency Treasurer is hereby authorized and directed, for and in the name of the Local Agency to execute the Agreement on behalf of the local Agency.

ADOPTED, SIGNED, AND APPROVED this da	ay of, 2021.
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
Andrea West	Andrew Do
Interim Clerk of the Board	Chairman of the Board
OCTA Resolution No. 2021-062	

Orange County Investment Pool.

6. The Local Agency authorizes any two persons holding any of the following positions: Chief Executive Officer, Deputy Chief Executive Officer, Chief Financial Officer, Director, Finance and Administration, Department Manager, Treasury and Public Finance, and Financial Analyst, Treasury and Public Finance to deposit and withdraw funds into the

Orange County Treasurer



2021 Investment Policy Statement

(Approved By B.O.S. 11/17/2020)

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ORANGE COUNTY TREASURER INVESTMENT POLICY STATEMENT

PURPOSE

This policy is intended to provide the structure for the prudent investment of the cash balances entrusted to the Orange County Treasurer (the "Treasurer") and outline the policies to assist in maximizing the efficiency of the Treasurer's cash management system while meeting the daily cash flow demands of the County, the School Districts, Community Colleges, voluntary participants and other County-related agency funds. The Treasurer's Investment Policy Statement is approved annually by the County Board of Supervisors as required by California Government Code Section 53646 (a) (1) and reviewed annually by the Treasury Oversight Committee, pursuant to the requirements of California Government Code Section 27133. (All references are to the California Government Code unless otherwise stated.)

I. POLICY STATEMENT

The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner that will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The Orange County Investment Fund (the "OCIF"), which includes all cash balances entrusted to the Treasurer as noted above, is designed to meet both the investment and cash requirements of our participants. If separate funds are established, the Treasurer shall determine on a cash flow basis what percent of available cash will be invested in each fund.

II. SCOPE

The scope of this Investment Policy Statement applies to all financial assets as indicated in II.1 below.

1. FUNDS

The Treasurer is responsible for investing the unexpended cash of the OCIF, defined as all monies under the investment authority of the Treasurer, including funds, and subsets of funds for the Orange County Department of Education; and excluding the County employee's pension and medical trust funds which are invested separately by Orange County Employees Retirement System (OCERS), and those funds that are invested separately by the County Treasurer under bond indenture agreements. The County Funds are accounted for in the County's CAFR and include:

- Governmental Funds, including the General Fund
- Enterprise Funds
- Fiduciary Funds
- Any other funds or new funds created by the County, unless specifically exempted

a) Pooled Funds:

It is the Treasurer's policy to pool certain funds for investment purposes to provide efficiencies and economies of scale. Investing through pooled funds will provide for greater use of funds by allowing for more efficient cash flows, a reduction in transaction costs, and improved access to the market. In addition to allowing for one pool for all participants, OCIF may also be split into different pools to meet the specific needs of participants such as short-term pools and longer-term pools. Each pool established will be reviewed separately for purposes of determining compliance with the Investment Policy Statement. These pools are based on the investment requirements detailed in Government Code Sections 53600 et seq. and 53630 et seq.

- i. If a longer-term pool such as an extended fund is established by the Treasurer, it will be utilized for investment requirements generally longer than one year. It will be invested primarily in high grade securities.
- ii. If a short-term pool is established, it can be established as a single pool or as separate pools depending on the needs of the pool participants. These pools will be utilized for shorter-term investment requirements and providing liquidity for immediate cash needs. They will be invested primarily in cashequivalent securities to fulfill the primary goals of safety and liquidity.

b) Specific Investment Accounts:

From time to time, the Treasurer may be asked by the County or a participant's governing board to invest other specific investments or to manage bond proceeds issued by the County, a local school district, voluntary participant, or other local agency. This may include deposits that are set aside for future needs of a long-term nature and may be appropriately invested in longer-term securities, either in a pool or in specific investments as allowed by Government Code. The County or the participating agencies will be required to sign a written agreement acknowledging that there may be risk to principal should they desire to redeem funds early, thereby forcing an early sale of securities rather than holding investments to maturity.

In addition, no investment will be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the appropriate legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment. Strategies for such deposits may include matching maturities with long-term liabilities.

III. PRUDENCE

Government Code Sections 27000.3 and Section 53600.3 provide that the "prudent investor" standard is to be used by the Treasurer as a fiduciary of public funds. This standard provides that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and

the other depositors. Within the limitation of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

The Treasurer and those delegated staff shall act in accordance with written procedures and the Investment Policy Statement, exercise due diligence, report in a timely fashion and implement appropriate controls to mitigate adverse developments.

IV. DELEGATION OF AUTHORITY

Annually, the County Board of Supervisors delegates to the Treasurer the authority to invest and reinvest the funds of the County and other depositors as specified in Government Code Sections 27000.1, 53607 and 53608. Such delegation is conditioned upon the Treasurer submitting any and all investment policies and amendments thereto to the Board for review and approval. The Treasurer may further delegate investment authority to such persons within the Treasurer's Department as deemed appropriate.

V. OBJECTIVES

Criteria for selecting investments and the absolute order of priority are:

1. SAFETY

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

The Treasurer shall seek to preserve principal and minimize capital losses by mitigating credit risk and market risk as follows:

- a) Credit Risk: Defined as an issuer's ability and willingness to repay interest and principal. Credit risk shall be mitigated by diversifying the fund among issues and issuers so that the failure of any one issue or issuer would not result in a significant loss of income or principal to participants.
- b) Market Risk: Defined as the risk of market value fluctuations due to changes in the general level of interest rates. Because longer-term securities generally have greater market risk than shorter-term securities, market risk will be mitigated by establishing a maximum weighted average maturity or duration for the portfolio. Occasional market losses on individual securities are inevitable with active portfolio management and must be considered within the context of the overall investment return.

2. LIQUIDITY

Liquidity refers to the recurring maturity of a portion of the investment portfolio, as well as the ability to sell an investment at any given moment with a minimal chance of principal loss. A portion of OCIF, which may be in a separate pool, will maintain liquidity for the purpose of meeting all operating requirements and reasonably anticipated cash flow needs.

3. YIELD

Yield refers to the objective of attaining a market rate of return commensurate with the risk profile and cash flow characteristics of the portfolio throughout budgetary and economic cycles. Under Government Code Section 53601.6, securities issued by, or backed by, the United States government can result in zero- or negative- interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. Although the Treasurer may employ certain indices to gauge the funds' rate of return, such indices shall be used solely for comparative purposes and do not constitute a warranty or guarantee of actual fund performance.

4. MARK-TO-MARKET

Investment pools, as described in Section II, 1 (a) of this Investment Policy Statement, are marked to market. To the extent reasonably possible and consistent with the Treasurer's trust and fiduciary duty, any funds in a short-term pool will attempt to stabilize at a \$1.00 net asset value (NAV). If the ratio of the market value of the short-term pool divided by the book value of the short-term pool is less than \$.9975, holdings may be sold as necessary to maintain the NAV above \$.9975.

The Treasurer will also act on a "best efforts" basis to keep any short-term pools above \$.9975 and will provide the NAV of all pools in the monthly report. However, the \$1.00 NAV is not guaranteed or insured by the Treasurer for any pool, including any longer-term pool, nor are the pools registered with the Securities Exchange Commission (SEC).

VI. <u>AUTHORIZED INVESTMENTS</u>

The County is authorized by Government Code Section 53600 et seq. to invest in specific types of securities. Investments not specifically listed below are prohibited. Consistent with the requirements of law and this Investment Policy Statement, the Treasurer may place orders for the execution of transactions with or through such broker/dealers, banks or counterparties as may be selected from time to time at his/her discretion. All securities must be U.S. dollar denominated. To the extent consistent with the objectives stated above, the investment restrictions outlined below, and the investment limitations specified in Sections VII and VIII, the pools may invest in the following areas.

1. U. S. TREASURY SECURITIES

United States Treasury bills, notes, bonds, or certificates of indebtedness, for which the full faith and credit of the United States are pledged for the payment of principal and interest. There is no limit on the percentage of any individual pool's total assets that can be invested in this category.

2. U. S. GOVERNMENT AGENCY SECURITIES

Obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise (GSE). There is no limit on the percentage of any individual pool's total assets that can be invested in this category including no issuer limit.

3. COMMERCIAL PAPER

Eligible commercial paper shall not exceed 270 days maturity, and shall not exceed 40% of any individual pool's total assets. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

a) Has total assets in excess of five hundred million dollars (\$500,000,000), is organized and operating within the United States as a general corporation and has debt other than

commercial paper, if any, that is rated "A" or higher by a NRSRO.

b) Is organized in the United States as a special purpose corporation, trust, or limited liability company, has program-wide credit enhancements including, but not limited to overcollateralization, letters of credit or a surety bond.

No more than 5% of any individual pool's total assets may be invested in any one issuer's commercial paper.

4. NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable certificates of deposit issued by a nationally or state-chartered bank, savings association, or a federal association (as defined by Section 5102 of the California Financial Code), or by a federally licensed or state-licensed branch of a foreign bank. No more than 20% of any individual pool's total assets may be invested in negotiable certificates of deposit and maximum remaining maturity cannot exceed eighteen months.

5. REPURCHASE AGREEMENTS

Investments in repurchase agreements for the purpose of this Investment Policy Statement means a purchase of securities by the Treasurer pursuant to an agreement by which the seller will repurchase the securities on or before a specified date and for a specified amount and will deliver the underlying securities to the Treasurer by book entry, physical delivery, or by third party custodial agreement. The term of a repurchase agreement shall not exceed one year and have capital of not less than \$500 million.. The term "securities," for the purpose of repurchase agreements, means securities of the same issuer, description, issue date, and maturity.

To participate in repurchase agreements, a master repurchase agreement must be completed and signed by all parties involved. The Treasurer will maintain a signed copy of the agreement. Repurchase agreements are required to be collateralized by securities or cash.

a) Collateralization:

In order to anticipate market changes and provide a level of security for all repurchase agreement transactions, the market value of securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less frequently than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day.

Collateral will be limited to cash, and U.S. Treasury and U.S. Government Agency securities. For compliance purposes, U.S. Treasury and/or U.S. Government Agency collateral are exempt from the issuer limits as stated in Section VIII.2. Collateral will be held by an independent third party with whom the Treasurer has a current custodial agreement. A clearly marked evidence of ownership (safekeeping/custody receipt) must be supplied to the Treasurer and retained. No collateral substitutions may be made without prior approval of the Treasurer.

Investments in repurchase agreements are limited to no more than 20% of any individual pool's total assets. Agreements are subject to Government Code Section 53601 and must comply with the delivery requirements and the maturity provision from Section 53601.

6. BANKERS' ACCEPTANCES

Bankers' acceptances, also known as time drafts or bills of exchange, that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days maturity. Bankers' acceptances are limited to no more than 40% of any individual pool's total assets.

7. MONEY MARKET MUTUAL FUNDS

Shares of beneficial interest issued by diversified management companies that are money market mutual funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.), which only invest in direct obligations in U.S. Treasury bills, notes, and bonds, U.S. Government Agencies, Municipal Debt, and repurchase agreements with a weighted average maturity of 60 days or less. Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV) are prohibited. Money market mutual funds are not required to conform to the restrictions detailed in this Investment Policy Statement, but are limited to no more than 20% of any individual pool's total assets. The Treasurer shall be required to investigate money market mutual funds prior to investing and perform a periodic review, but at least annually thereafter while the funds are invested in the money market mutual fund. At a minimum, approved money market mutual funds shall have met either of the following criteria:

- **a)** Attained the highest ranking or the highest letter and numerical rating provided by no less than two NRSROs.
- **b)** Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500,000,000.

8. STATE POOL – LOCAL AGENCY INVESTMENT FUND

The Treasurer may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer under Government Code Section 16429.1. LAIF has no final stated maturity and will be reported as a one-day maturity. Investments in LAIF shall not exceed the current State limit (\$75 million per pool as of 1/1/2020).

9. MUNICIPAL DEBT

Such instruments are defined as being issued by a local or state agency, including:

- **a**) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.
- **b)** Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of a state.

c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

10. MEDIUM-TERM NOTES

Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of not more than 397 days for any short-term pools and two years for any other pools such as a longer-term pool. Medium-term notes must be issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Investments in medium-term notes are limited to no more than 20% of any individual pool's total assets.

11. INVESTMENT POOLS

Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations as authorized under 53601 (a) to (o), inclusive, and that comply with the investment restrictions of Government Code Sections 53600 through 53610 and Section 53630. The Treasurer shall be required to investigate all local government investment pools prior to investing and perform a quarterly review thereafter while the funds are invested in the pool. The analysis shall include, but is not limited to, the following characteristics of a pool/fund as part of its investigation and quarterly review:

- Eligible securities
- Maximum maturity
- REPO collateral/counter-party
- Size of the pool/fund
- Limits on withdrawal/deposit
- Expense ratio

Investments in this investment type are limited to no more than 20% of any individual pool's total assets. No more than 10% of any individual pool's total assets shall be invested in a single investment pool.

12. SUPRANATIONAL SECURITIES

Supranational securities are defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity five years or less, and eligible for purchase and sale within the United States. Investments in supranationals shall not exceed 30 percent of any individual pool's total assets.

VII. INVESTMENT CREDIT RATING RESTRICTIONS

Credit ratings will be applied at the time of purchase of a security and monitored for changes while owned. A downgrade subsequent to purchase in a security's credit rating will not constitute a violation of the Investment Policy Statement. Securities that are downgraded below the minimum acceptable rating levels must be reviewed for possible sale by the

Treasurer within a reasonable amount of time. The credit ratings referred to in this policy must be assigned by one of the following Nationally Recognized Statistical Rating Organizations (NRSRO): Standard & Poor's Corporation (S&P), Moody's Investors Service, Inc. (Moody's) and Fitch Ratings (Fitch).

All short-term and long-term investments, except those noted below, 1) must have the minimum ratings required below by at least two NRSROs, and 2) the lowest rating of any NRSRO must meet or exceed the minimum rating required below:

S&P A-1, "AA"

Moody's P-1, MIG 1/VMIG 1, "Aa"

Fitch F-1, "AA"

If an issuer of Long-term debt has a Short-term debt rating, then it may not be less than the minimum required Short-term debt ratings above.

- a) Municipal debt issued by the County of Orange, California (as defined in Section VI 9), U.S. Government obligations (as defined in Section VI 1 and VI 2) and State Pool (as defined in Section VI 8), are exempt from the credit rating requirements listed above.
- b) Money Market Mutual funds (as defined in Section VI 7) and Investment Pools (as defined in Section VI 11) require the highest ranking or the highest letter and numerical rating provided by at least one NRSRO.

Any issuer, and all related entities, that have been placed on "Credit Watch-Negative" by a NRSRO will be placed on hold and current holdings reviewed for possible sale within a reasonable period of time unless the following criteria are met and are also approved in writing by the Treasurer prior to purchase:

The issuer has:

- (a) an A-1+ or F1+ short-term rating; and
- (b) at least an AA or Aa2 or higher long-term rating from each of the NRSROs that rate the issuer.

VIII. <u>DIVERSIFICATION AND MATURITY RESTRICTIONS</u>

It is the policy of the Treasurer to diversify the pooled funds. Investments are diversified to minimize the risk of loss resulting in overconcentration of assets in a specific maturity, specific issuer, or a specific class of securities. Diversification strategies shall be established by the Treasurer and periodically reviewed.

1. AUTHORIZED INVESTMENTS AND ISSUER CONCENTRATION

Only debt issued by firms listed on the Office of the Treasurer's Approved Issuer List may be purchased. The following diversification limits will also be applied at the time of purchase of a security.

Type of Investment	Cal Gov Code % of Funds Permitted	Orange County IPS	Cal Gov Code Maximum Final Maturity	Orange County IPS Maximum Final Maturity (All Pooled Funds Except Short- Term Funds)	Orange County IPS Maximum Final Maturity (Short-Term Fund)
U.S. Treasury Securities	100%	100%	5 Years	5 Years	397 Days
U.S. Government Agency Securities (GSEs)	100%	100%	5 Years	5 Years	397 Days
Municipal Debt	100%	20% Total, no more than 5% in one issuer except 10%- County of Orange	5 Years	3 Years	397 Days
Medium-Term Notes	30%	20%Total, no more than 5% in one issuer	5 Years	2 Years	397 Days
Bankers Acceptances	40%, 30% of a single issuer	40% Total, no more than 5% in one issuer	180 Days	180 Days	180 Days
Commercial Paper	40%, 10% of a single issuer	40% Total, no more than 5% in one issuer	270 Days	270 Days	270 Days
Negotiable Certificates of Deposits	30%	20% Total, no more than 5% in one issuer	5 Years	18 months	397 Days
State of California Local Agency Investment Fund	\$75 million per account	State limit (\$75 million per pool as of 1/1/2020)	N/A	N/A	N/A
Repurchase Agreements	100%	20% Total, no more than 10% in one issuer	1 Year	180 Days	1 Year
Money Market Mutual Funds (MMMF)	20%	20% Total, no more than 10% in one MMMF account	N/A	N/A	N/A
JPA Investment Pools (JPA)	100%	20% Total, no more than 10% in one JPA Pool	N/A	N/A	N/A
Supranationals	30%	30% Total, no more than 5% in one issuer	5 Years	5 Years	397 Days

2. MATURITY

- **a)** The weighted average maturity (WAM) of any short-term pool, on a dollar-weighted basis, shall not exceed 60 days.
- **b)** The maximum maturity of any investment purchased will be five years with the exception of investments and investment pools authorized by the Board of Supervisors or the appropriate legislative body to be invested in longer than five year maturities.

The following restrictions will apply:

Short-term 13 months (397 days)

Long-term 5 years

c) For purposes of calculating a final maturity date, the earlier of either the final maturity date, pre-refunded date, or mandatory put to tender option date that will be used.

d) For purposes of calculating the weighted average maturity of the portfolio, the maturity of a variable-rate security will be considered its next interest rate reset date, if there is a reasonable expectation that the security will maintain an approximate value of par upon each adjustment of the security's interest rate at any time until final maturity.

3. DURATION

a) All pools, except short-term pools, shall have a maximum duration of 1.50 years.

IX. PROHIBITED TRANSACTIONS

At the time of purchase, all permitted investments shall conform in all respects with this Investment Policy Statement and with applicable provisions of the Government Code, as may be amended from time to time. No investment prohibited by Government Code shall be permitted herein.

Any investment transactions, credit risk criterion, percentage limitations, or market valuations that are not in compliance with this Investment Policy Statement and cannot be corrected without penalty <u>at time of purchase</u> must be documented and approved by the Treasurer in writing as soon as possible. Thereafter, action shall be taken by the Treasurer to correct such matter as soon as practical. If a percentage restriction is adhered to at the time of purchase, a later increase or decrease in percentage resulting from a change in values or assets will not constitute a violation of that restriction.

- **1.** The following transactions are prohibited:
 - a) Borrowing for investment purposes ("Leverage").
 - **b)** Reverse Repurchase Agreements, as defined by Government Code Section 53601(j) (3) and (j) (4) or otherwise.
 - c) Structured Notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities). This includes all floating-rate, adjustable-rate or variable-rate securities in which a change in interest rates or other variables that can reasonably be foreseen to occur during their term would result in their market value not returning to par at the time of each interest rate adjustment.

Simple "floating rate notes," whose periodic coupon adjustment is based on a short-term (one-year or less) rate index (such as Treasury bills, federal funds, prime rate, SOFR or LIBOR) and which have a reasonable expectation of maintaining a value of par at each interest rate adjustment through final maturity, are exempt from this definition. Additionally, U.S. Treasury and Agency zero coupon bonds or callable securities which otherwise meet the quality, maturity, and percent limitations assigned to their respective security category, are exempt from this section.

- **d)** Structured Investment Vehicles (SIV).
- **e**) Derivatives (e.g., options, futures, swaps, swap options, spreads, straddles, caps, floors, collars).
- f) Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV).

X. ETHICS AND CONFLICT OF INTEREST

The Treasurer and all persons involved in the investment process shall refrain from personal business activity, which could create a conflict with proper execution of the investment program, or which could impair the ability to execute impartial investment decisions. The Treasurer and all treasury and investment personnel shall disclose to the Treasury Oversight Committee any material financial interests in financial institutions, broker dealers, and vendors ("outside entities") that conduct business with the County of Orange and shall disclose any material financial investment positions in such outside entities.

1. STATEMENT OF ECONOMIC INTEREST FORM 700

The Treasurer, Auditor-Controller, members of the Treasury Oversight Committee, and all designated employees must annually file a Form 700 (Statement of Economic Interests) in accordance with the County's Conflict-of-Interest Code.

2. COUNTY'S GIFT BAN ORDINANCE – SEC. 1-3-22 THE CODIFIED ORDINANCES, ORANGE COUNTY, CALIF.

The County's Gift Ban Ordinance prohibits the receipt of specified gifts to the Treasurer, Auditor-Controller, and "designated employees" from business entities and individuals that "do business with the County" as that termed in defined in the Ordinance. Under the Ordinance, the term "designated employee" includes every employee of the County who is designated in the County's Conflict-of-Interest Code to file a Form 700 and every member of a board or commission under the jurisdiction of the Board of Supervisors required to file such a form. For purposes of the Treasurer's Office, "designated employees" include: the Chief Assistant Treasurer-Tax Collector, the Assistant Treasurer-Tax Collectors, all investment staff, all financial/credit analysts, all cash managers, and all accounting and compliance staff. The Treasurer will review this list of "designated employees" periodically and submit any proposed changes to the Board of Supervisors for approval.

XI. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS

The Treasurer will maintain a list of broker/dealers and financial institutions authorized to provide investment and/or depository services and products. Any permitted investment, not purchased directly from an approved issuer, shall be purchased either from a "primary" or regional securities broker/dealer qualifying under SEC Rule 15c3-1(uniform net capital rule) and licensed by the state as a broker/dealer as defined in Section 25004 of the Corporations Code or a "well capitalized" national bank or Federal savings association as defined in Title 12 of the Code of Federal Regulations (CFR) Part 6.4 or a savings association or Federal association as defined by Section 5102 of the California Financial Code. To be eligible to receive local agency money, a bank, savings association, federal association or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including lowand moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section. Broker/dealers must comply with the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board. Section 27133(c) of the Government Code prohibits the selection of any broker, brokerage, dealer, or securities firm that has made a contribution to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices, within any consecutive 48 month period.

The Treasurer shall conduct an annual review of each broker/dealer and financial institution's financial condition and registrations to determine whether it should remain on the approved broker/dealer list for investment and/or depository services and require annual audited financial statements to be on file for each firm. The Treasurer shall strive to open an application period every two years for all new and existing broker/dealers and financial institutions submitting a questionnaire to determine if they should be added to the approved broker/dealer list. This detailed questionnaire is required to be completed by broker/dealers and financial institutions seeking to provide investment services. The Treasurer shall annually send a copy of the current Investment Policy Statement to all broker/dealers and financial institutions approved to provide investment services to the County, and they shall notify the Treasurer in writing of receipt and that they have read it.

XII. PERFORMANCE EVALUATION

The Treasurer shall submit monthly, quarterly, and annual reports (in compliance with Government Code Sections 53607, 53646, and 27134) to the Treasury Oversight Committee, the pool participants, the County Executive Officer, the Director of Auditor-Controller Internal Audit, the Auditor-Controller, and the Board of Supervisors. These reports shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program and shall be in compliance with Government Code. In accordance with GASB Statements 31, 40, 72 and 84, the Treasurer shall provide financial information on investments for the County's Comprehensive Annual Financial Report.

XIII. SAFEKEEPING

All security transactions, including collateral for repurchase agreements, entered into by the Treasurer shall be conducted on a delivery-versus-payment (DVP) basis. All investments shall have the County of Orange and either the OCIF or the specific pool name as its registered owner except for municipal debt issued by the County of Orange and privately placed with the County Treasurer in which case the investments shall have the Orange County Treasurer on behalf of the OCIF as its registered owner.

All securities shall be held by a third party custodian designated by the Treasurer (this does not apply to money market funds or investment pools). The third party custodian shall be required to issue a safekeeping statement to the Treasurer listing the specific instrument, rate, maturity, and other pertinent information.

XIV. MAINTAINING THE PUBLIC TRUST

All participants in the investment process shall act as custodians of the public trust. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

XV. <u>INTERNAL CONTROLS</u>

The Treasurer shall establish a system of written internal controls, which will be reviewed annually with the County's independent (external) auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the Treasurer's Office. The Treasurer shall evaluate audit reports in a timely manner with the Treasury Oversight Committee. The quarterly audit reports of the Treasury shall be provided as required by Government Code Sections 26920 through 26922. Daily compliance of the investment portfolio shall be performed by the Department's Accounting and Compliance Units. Compliance will be determined on a fair market value basis. All agreements, statements, and trade packets will be subject to review annually by auditors in conjunction with their audit.

1. INVESTMENT PROCEDURES

The Treasurer shall develop and maintain written administrative procedures for the operation of the investment program that are consistent with this investment policy. Procedures will include reference to safekeeping, Master Repurchase Agreements, wire transfer agreements, collateral and depository agreements, banking service contracts, and other investment and banking related activities. Such procedures shall include explicit delegation of authority to personnel responsible for investment transactions.

No investment personnel may engage in an investment transaction except as provided under terms of this policy and the procedures established by the County Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of all Treasury and Investment personnel.

XVI. EARNINGS AND COSTS APPORTIONMENT

The Treasurer determines the interest earnings for the respective pools on an accrual basis. Accrual basis interest earnings and Treasury administrative fees (see below) are allocated to each individual pool participant based upon their average daily balance on deposit with the Treasurer. The actual cash distribution is generally paid in the months following.

As authorized by Government Code Section 27013, the Treasurer who invests, deposits or otherwise handles funds for public agencies for the purpose of earning interest or other income on such funds as permitted by law, may deduct from such interest or income, before distribution thereof, the actual administrative cost of such investing, depositing or handling of funds and of distribution of such interest or income. Such cost reimbursement shall be paid into the county general fund. In addition, the costs of compliance with the Treasury Oversight provisions of Government Code Sections 27130 through 27137 shall be included as an eligible administrative cost. These investment administrative costs will be deducted from any interest or income, prior to distribution to the pool participant. The Treasurer shall annually prepare a proposed budget revenue estimate, providing a detailed itemization of all estimated costs which comprise this investment administrative fee charged in accordance with Government Code Section 27013. The Treasurer will be required to annually reconcile the estimated charges and actual costs incurred and adjust participant accounts accordingly.

Investment earnings and the above estimated fee charge will be allocated to the pool participants on at least a quarterly basis. As of the first working day of the following period,

the pool participants' account will reflect the gross investment earnings and the estimated monthly administrative and overhead costs. The Treasurer's monthly report will state the current estimated fees charged to participants.

XVII. <u>VOLUNTARY PARTICIPANTS</u>

Should a local agency within Orange County, or a Joint Powers Agency (JPA) consisting of at least one public agency from within Orange County, not required by California law to deposit monies with the Treasurer desire entry into the Treasurer's Investment Pool, the agency shall comply with the requirements of Government Code Section 53684 and provide to the Treasurer a resolution adopted by its governing board stating that excess funds are available for the purpose of investment. The resolution shall specify that the local agency authorizes the investment of excess funds pursuant to Section 53684, those persons authorized at the agency to coordinate the transactions, the agency's willingness to be bound by the withdrawal provisions of Government Code Section 27136, and the agency's understanding that investment administrative charges will be deducted by the Treasurer as permitted by Sections 53684(b) and 27013. The Treasurer shall approve or disapprove such agency's request in writing. Upon the Treasurer's approval of voluntary participants to join the pool, the Treasurer will notify the Board of Supervisors within 5 days.

Monies deposited by local agencies approved for entry into the Treasurer's Investment Pool will be invested in the OCIF and shall be invested by the Treasurer in accordance with this Investment Policy Statement, as amended from time to time. The local agency's authorized representative will execute an agreement with the Treasurer. This agreement specifies the contractual terms and conditions by which the Treasurer will manage and invest local agency's excess funds which have been deposited for investment with the Treasurer.

XVIII. WITHDRAWAL

As required by Government Code Sections 27000.3, 27133(h), 27136 and 53684(c), withdrawal of participant funds for the purpose of investing or depositing these funds outside the County treasury shall require prior written approval from the Treasurer or designee. The Treasurer shall thereafter review the withdrawal request consistent with his/her trust and fiduciary duties. Prior to approving or disapproving the withdrawal request, the Treasurer or designee shall make a finding of the effect on the stability and predictability of the investments and on the interests of the other depositors in the County treasury.

XIX. PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs, but focusing on, in order of importance, preservation of capital, liquidity, and yield.

The Treasurer's investment strategy is to actively manage the portfolios to create less risk than a benchmark comparable index and to use economies of scale to invest and administer the program at a reasonable cost. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the indices most comparable to

the fund, such as money rate data published in Barron's, The Wall Street Journal, Bloomberg, or other bond fund indices. The standards enumerated herein do not constitute a guarantee of the fund's performance.

XX. <u>INVESTMENT POLICY STATEMENT REVIEW</u>

This Investment Policy Statement shall be reviewed on an annual basis by the Treasury Oversight Committee prior to being presented to for review and approval by, the Board of Supervisors in an open session.

XXI. FINANCIAL REPORTING

The monthly Treasurer's Investment Report and all compliance Audit Reports shall be provided to the Orange County Board of Supervisors, the County Executive Officer, the Chief Financial Officer, the Director of Auditor-Controller Internal Audit, the Auditor-Controller, the Treasury Oversight Committee, the presiding judge of the Superior Court, the director or director executive officer and Treasurer or other official responsible for the funds of any Local Agency who has investments in the OCIF as allowed by Government Code Sections 53607, 53646, and 53686.

All reports filed by the Treasurer in accordance with Government Code Section 53646 shall, among other matters, state compliance of the portfolio with the Investment Policy Statement, or the manner in which the portfolio is not in compliance. A statement will also be filed by the Treasurer in accordance with Government Code 53646(b) denoting the ability of each pool to meet its expenditure requirements for the next six months or provide an explanation of why sufficient money may not be available.

XXII. <u>LEGISLATIVE CHANGES</u>

Any State of California law that further restricts allowable maturities, investment type, percentage allocations, or any other provision of this Investment Policy Statement will, upon effectiveness, be incorporated into this Investment Policy Statement and supersede any and all previous applicable language.

XXIII. DISASTER RECOVERY PROGRAM

The Treasurer's Disaster Plan includes critical phone numbers and addresses of key treasury and investment personnel as well as currently approved bankers and broker/dealers. Three copies of the Disaster Plan for home, office, and car have been distributed to key treasury and investment personnel. The plan provides for an offsite location to be communicated at the time of readiness if our offices are uninhabitable.

In the event the Treasurer or authorized staff is unable to invest the portfolio, the Treasurer has an agreement with the custodian for a daily sweep of all uninvested cash with the custody bank into a money market mutual fund. Until normal operations of the Treasurer's office have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this Investment

Policy Statement and would be required to be reported to the Board of Supervisors and pool participants in a timely manner.

INVESTMENT POLICY STATEMENT GLOSSARY

This Glossary is for general reference purposes only and does not constitute an exhaustive or exclusive list of terms and definitions applicable to this Investment Policy Statement. The definitions included herein do not modify any of the terms of this Investment Policy Statement or applicable law.

ACCREDITED INVESTOR: Defined in the Code of Federal Regulations (CFR) 230.501 (a)(9) as any entity, including a government body that owns "investments", as defined in the CFR 270.2A51-1(b)(7)(i), such as cash and cash equivalents, for investment purposes under the Investment Company Act in excess of \$5 million.

ACCRUED INTEREST: The amount of interest that is earned but unpaid since the last interest payment date.

ADJUSTABLE RATE NOTE: (See Floating Rate Note)

AGENCY SECURITIES: (See U.S. Government Agency Securities)

AMORTIZATION: The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

AVERAGE LIFE: The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

ASKED PRICE: The price at which securities are offered from a seller.

ASSET BACKED SECURITIES (ABS): (See Receivable-Backed Securities)

BANKERS' ACCEPTANCE (BA): Negotiable money market instruments issued primarily to finance international trade. These are time drafts in which a bank "accepts" as its financial responsibility to pay the principal at maturity even if the importer does not. In essence, these are bank obligations collateralized by goods being shipped between an exporter and an importer.

BASIS POINT: When a yield is expressed as 7.32%, the digits to the right of the decimal point are known as basis points. One basis point equals 1/100 of one percent. Basis points are used more often to describe changes in yields on bonds, notes and other fixed-income securities.

BID PRICE: The price at which a buyer offers to buy a security.

BOOK ENTRY: The system, maintained by the Federal Reserve, by which most money market securities are "delivered" to an investor's custodian bank. The Federal Reserve maintains a computerized record of the ownership of these securities, and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). The owners of these securities do not receive physical certificates.

BOOK VALUE: The original cost of the investment, plus accrued interest and amortization of any premium or discount.

BROKER: A broker brings buyers and sellers together and is compensated for his/her service.

CALLABLE BONDS: Bonds that may be redeemed by the issuing company prior to the maturity date.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CAPITAL GAIN/LOSS: The profit or loss realized from the sale of a capital asset.

CERTIFICATE OF DEPOSIT (CD or NCD): A deposit of funds at a bank for a specified period of time that earns interest at a specified rate. Commonly known as "CDs" or "negotiable CDs."

COLLATERAL: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public moneys.

COMMERCIAL PAPER (CP): Short-term unsecured promissory notes issued by corporations for maturities of 270 days or less.

CONSUMER RECEIVABLE-BACKED BONDS: (See Receivable-Backed Securities)

CONVEXITY: A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

CREDIT OUTLOOK: (See Rating Outlook)

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized statistical rating organizations.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CREDIT WATCH: indicates that a company's credit is under review and credit ratings are subject to change.

*+ (positive) Credit is under review for possible upgrade.

*- (negative) Credit is under review for possible downgrade.

* Credit is under review, direction uncertain.

COUPON: The rate at which a bond pays interest.

CURRENT YIELD: The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

DERIVATIVE: A security whose interest rate of principal amount may vary and are determined by a market index or a combination of market indexes.

DISCOUNT: The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as Treasury bills and bankers acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION: An investment principle designed to spread the risk in a portfolio by dividing investments among different sectors, industries and companies.

DOLLAR-WEIGHTED AVERAGE MATURITY: A calculation that expresses the "average maturity" of an investment portfolio using each investment's maturity weighted by the size of that investment.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL FUNDS RATE: Interest rate charged by banks with excess reserves at a Federal Reserve district bank to banks needing overnight loans to meet reserve requirements. A target rate is set by the FOMC.

FEDERAL OPEN MARKET COMMITTEE (FOMC): This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: A U.S. centralized banking system, which has supervisory powers over the 12 Federal Reserve banks and about 6,000 member banks.

FITCH, INC: (see Nationally Recognized Statistical Rating Organization)

FIXED-INCOME SECURITIES: Securities that return a fixed income over a specified period.

FLOATING RATE NOTE: A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, London Interbank Offered Rate (LIBOR), Secured Overnight Financing Rate (SOFR) etc.).

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INTERNAL CONTORLS: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

INVESTMENT COMPANY ACT OF 1940: Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

LIQUIDITY: The speed and ease with which an investment can be converted to cash.

LOCAL AGENCY: County, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

MARK-TO-MARKET: The market valuation for every security in a portfolio used in determining Net Asset Value (NAV).

MARKET RISK: The risk that changes in overall market conditions or interest rate may adversely affect current market prices.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract between the parties of a repurchase agreement establishing each party's rights in all current and future transactions until termination of the contract by either party.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTN): Debt securities issued by a corporation or depository institution with a maturity ranging from nine months to five years. The term "medium-term note" refers to the time it takes for an obligation to mature, and includes other corporate debt securities originally issued for maturities longer than five years, but which have now fallen within the five-year maturity range. MTNs issued by banks are also called "bank notes."

MONEY MARKET: The market in which short-term debt instruments (Treasury bills, discount notes, commercial paper, bankers acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUNDS: An investment company that pools money from investors and invest in a variety of short-term money market instruments.

MOODY'S INVESTORS SERVICE, INC: (See Nationally Recognized Rating Services)

MUNICIPAL DEBT: Bonds, notes and other securities issued by a state, municipality or county.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): Firms that review the creditworthiness of the issuers of debt securities, and express their opinion in the form of letter ratings (e.g. AAA, AA, A, BBB, etc.). The primary rating agencies are the following: Standard & Poor's Corporation; Moody's Investor Services, Inc.; and Fitch, Inc.

NEGOTIABLE CD: (See Certificates of Deposit)

NET ASSET VALUE (NAV): A per-share valuation of a mutual fund based on total assets minus total liabilities.

NON-CALLABLE: Bond that cannot be called at the option of the issuer.

OFFER PRICE: The price asked by a seller of securities.

PAR or PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

PHYSICAL DELIVERY: The delivery of an investment to a custodian bank in the form of a physical certificate and/or supporting documents evidencing the investment (as opposed to "book entry" delivery).

PORTFOLIO: A group of securities held by an individual or institutional investor.

PREMIUM: The difference between the par value of a bond and the market value of the bond, when the market value is above par.

PRICE RISK: The risk that the price of a bond sold prior to maturity will be less than the price at which the bond was originally purchased.

PRIMARY DEALER: Banks and securities brokerages authorized to buy and sell government securities in direct dealings with the Federal Reserve Bank of New York in its execution of Federal Open Market Operations.

PRIME RATE: The base rate that banks use in pricing commercial loans to their best and most creditworthy customers.

PRINCIPAL: The face value or par value of an investment.

PROSPECTUS: A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information of the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

QUALIFIED INSTITUTIONAL BUYER (QIB): Defined in CFR Section 230.144A as a class of investors that can be conclusively assumed to be sophisticated and in little need of the protection afforded by the Securities Act's registration provisions. They must own and invest on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the QIB to qualify for qualified institutional buyer status. This includes any institutional investors included in the accredited investor definition, provided they satisfy the \$100 million threshold.

RATING OUTLOOK: The potential direction of the credit rating assigned by a NRSRO for a specific company.

REINVESTMENT RISK: The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

RECEIVABLE-BACKED SECURITIES: Securities collateralized with consumer receivables, such as automobile loans, credit card receivables, or home equity loans, which are owned by the issuer, but placed with a trustee for the benefit of the investor.

RECEIVABLE PASS-THROUGH CERTIFICATE: A debt obligation that is backed by a portfolio of receivables, normally issued by a bank or financial institution. The interest and principal of the obligation is paid out of the cash flow generated by the receivables portfolio.

REFUNDED BOND: A bond secured by an escrow fund that is sufficient to pay off the entire issue of bonds at the next call date (pre-funded) or maturity (escrowed to maturity).

REGISTERED STATE WARRANT: A short-term obligation of a state governmental body issued in anticipation of revenue.

REPURCHASE AGREEMENT (REPO): The purchase of securities, on a temporary basis, with the seller's simultaneous agreement to repurchase the securities back at a later date at a specified price that includes interest for the buyer's holding period.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards.

RULE G-37 OF THE MUNICIPAL SECURITIES RULEMAKING BOARD: Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

SAFEKEEPING: Storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as Agent or Custodian and, where control is delegated by the customer.

SECURITIES & EXCHANGE COMMISSION (SEC): The federal agency responsible for supervising and regulating the securities industry.

SINKING FUND: Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

STANDARD & POOR'S CORPORATION: (See Nationally Recognized Rating Services)

STRUCTURED INVESTMENT VEHICLE (SIV): A pool of investment assets that attempts to profit from credit spreads between short-term debt and long-term structured finance products such as asset-backed securities (ABS). Funding for SIVs comes from the issuance of commercial paper that is continuously renewed or rolled over; the proceeds are then invested in longer maturity assets that have less liquidity but pay higher yields. SIVs often employ great amounts of leverage to generate returns.

SUPRANATIONAL: An entity that is formed by two or more central governments with the purpose of promoting economic development for the member countries. Examples include the International Bank for Reconstruction and Development, International Finance Corporation, and the Inter-American Development Bank.

THIRD-PARTY CUSTODIAL AGREEMENT: (See Custodian)

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.

(Price appreciation) + (Dividends paid) + (Capital gains) = Total Return

TRADE DATE: The date and time corresponding to an investor's commitment to buy or sell a security.

U. S. GOVERNMENT AGENCY SECURITIES: Debt securities issued by U.S. Government sponsored enterprises and federally related institutions. These government agencies include: Federal Home Loan Banks (FHLB), Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), Federal National Mortgage Association (FNMA or Fannie Mae), Federal Farm Credit Banks (FFCB) and Tennessee Valley Authority (TVA).

U.S. TREASURY SECURITIES: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills: non-interest-bearing discount securities with maturities under one year issued by the U.S. Treasury to finance the national debt.

Treasury notes: interest-bearing obligations of the U.S. Treasury with maturities ranging from two to ten years from date of issue.

Treasury bonds: interest-bearing obligations issued by the U.S. Treasury with maturities that range from ten to thirty years from date of issue.

UNIFORM NET CAPITAL RULE: SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

VARIABLE RATE NOTE: (See Floating Rate Note)

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 60 days and no one security may have a maturity that exceeds 397 days.

WHEN ISSUED (WI): A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

YIELD: The annual rate of return on a debt investment computed as though held to maturity expressed as a percentage.

YIELD TO CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD TO MATURITY (YTM): The rate of return earned on an investment considering all cash flows and timing factors: interest earnings, discounts, and premiums above par.

ZERO-COUPON BONDS/U.S. TREASURY STRIPS: A bond which represents ownership of a single coupon or principal payment due on a U.S. Treasury bond. Zeros or strips mature at face value at a specified date in the future and make no payments until that date. They always sell at a discount from face value.

AGREEMENT FOR

THE DEPOSIT AND INVESTMENT OF EXCESS FUNDS INTO THE COUNTY TREASURY

THIS AGREEMENT is made and entered into as of the date fully executed by and between The Orange County Transportation Authority hereinafter referred to as "Local Agency," and the County of Orange, California a political subdivision of the State of California, hereinafter referred to as "County."

RECITALS

WHEREAS, Section 53684 of the California Government Code allows local agencies to deposit excess funds into the County Treasury for purposes of investment by the County Treasurer-Tax Collector (the "Treasurer"); and

WHEREAS, Local Agency has found that it may, from time to time, be advantageous to make such deposits for purposes of investment with the Treasurer; and

WHEREAS, the treasurer or other official responsible for the funds of the Local Agency has determined, and may determine from time to time, that excess funds of the Local Agency exist which are not required for immediate use; and

WHEREAS, the governing body of Local Agency has authorized the deposit of moneys of Local Agency for purposes of investment with the County Treasury in accordance with the provisions of Section 53684 of the California Government Code; and

WHEREAS, with the consent of the Treasurer, the Treasurer may accept for investment deposits of Local Agency, provided that Local Agency is located within Orange County, or a Joint Powers Authority (JPA) consisting of at least one public agency from within Orange County;

NOW, THEREFORE, in consideration of the mutual promise herein, the parties agree as follows:

ARTICLES

1. ACKNOWLEDGMENT

The parties acknowledge that the Recitals are true and correct.

2. SCOPE OF AGREEMENT

This Agreement specifies the contractual terms and conditions by which County will manage and invest Local Agency's excess funds which have been deposited for investment with the Treasurer. Pursuant to various provisions of the Government Code and Revenue and Taxation Code, the Treasurer shall provide central depository and investment services for Local Agency.

3. COUNTY INVESTMENT POOL/INVESTMENT POLICY STATEMENT

Local Agency understands that the funds it deposits for investment will be held in the Orange County Investment Pool (OCIP) and shall be invested by the Treasurer in accordance with the policies contained in the Orange County Treasurer Investment Policy Statement (the "IPS"), as now in effect and as may be revised from time to time.

4. LOCAL AGENCY ACKNOWLEDGMENTS

Local Agency acknowledges that it has received and carefully reviewed the IPS, and, is familiar with its contents. Having considered and weighed the risks of investing (including, but not limited to, the risks of loss of interest and principal) the Local Agency has determined that it is appropriate and legal to invest its moneys in the Orange County Treasury as permitted by the IPS. The Local Agency has been advised by the Treasurer and understands that the IPS may be amended by the Treasurer without the review or consent of Local Agency.

To the extent its moneys are invested with the County, in whole or in part, in OCIP, the Local Agency further acknowledges that it has reviewed and understands Net Asset Value ("NAV") risk that is discussed in Section V of the IPS. The Local Agency finds and determines that investment of any of its moneys in OCIP is an appropriate investment of its moneys.

5. TERM OF AGREEMENT

This Agreement shall become effective on the date fully executed and shall continue indefinitely, unless this Agreement is terminated earlier by either party in accordance with Article 8.

6. <u>DEDUCTION OF ADMINISTRATIVE FEES</u>

Local Agency agrees that the Treasurer shall deduct administrative charges from its gross interest income pursuant to California Government Code Sections 53684(b) and 27013.

7. AMENDMENT

Neither party shall make any change to this Agreement without the others written consent. Such changes shall be incorporated into an Agreement Amendment, which shall not become effective until signed by the parties. The Treasurer may make amendments if the changes are ministerial.

8. TERMINATION

Either party in accordance with this Article may terminate the provision of services under this Agreement, in whole or in part, whenever either party shall determine that such termination is its best interest. Any such termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to which services under the Agreement are terminated, and the date upon which such termination will become effective.

After receipt of a Notice of Termination, and except as otherwise agreed:

- (a) The County shall stop performing under this Agreement on the date specified and to the extent specified in the Notice of Termination.
- (b) Local Agency shall request no further services requiring work to be performed after the termination date as specified in the Notice of Termination.

Upon termination, Local Agency agrees to pay the County for all services performed prior to termination.

9. <u>DEPOSITS AND WITHDRAWALS</u>

The officers holding the titles listed in the Resolution or their successors in office, shall be authorized to deposit and request withdrawals of moneys of Local Agency in the County Treasury, make changes to the Local Agency bank account or other administrative duties as required. When Local Agency requests withdrawal of funds from the County Treasury, Local Agency and County shall comply with all applicable withdrawal provisions pursuant to California law, as now in effect and as may be subsequently added, including but not limited to Government Code Section 27136.

10. NOTICES

Where required to be given under this Agreement, notice shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

Local Agency: The Orange County Transportation Authority

Attn: Robert Davis 550 S Main St Orange, CA, 92868

County: Orange County Treasurer-Tax Collector

Attention: Shari L. Freidenrich

P.O Box 4515

Santa Ana, CA 92702-4515

11. MERGER/NO CONTINUING WAIVER

This Agreement contains the entire and complete understanding of the parties and supersedes any and all other prior agreements, oral or written, and discussions of the parties with respect to the provision of services under this Agreement. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date(s) written below.

DATED	The Orange County Transportation
Authority	7 1
	By Click here to enter text.
	Click here to enter text.
DATED	COUNTY OF ORANGE, CALIFORNIA a political subdivision of the State of California
	By Shari L. Freidenrich Orange County Treasurer-Tax Collector
APPROVED AS TO FORM:	
[The Orange County Transportation Authority]	
By Counsel for Local Agency	
DATED:	
COUNTY OF ORANGE	
By	
By Ronald T. Magsaysay, Deputy County Counsel Office of the County Counsel	
DATED:	





September 13, 2021

To: Members of the Board of Directors

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

Subject: Bond Anticipation Notes (Interstate 405 Improvement Project),

Series 2021 Financing Documents

Finance and Administration Committee Meeting of September 8, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, Jones, and

Muller

Absent: Director Harper

Committee Vote

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

Committee Recommendation

Adopt Resolution No. 2021-076, authorizing the issuance and sale of Bond Anticipation Notes (I-405 Improvement Project), Series 2021 in an aggregate principal amount not to exceed \$675 million, and the execution and delivery of related financing documents. The related financing documents include forms of the Master Indenture, First Supplemental Indenture, Standby Bond Purchase Agreement, Purchase Contract, Preliminary Official Statement, and the form of the Continuing Disclosure Certificate, and taking all other actions necessary in connection with the proposed transaction.



September 8, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Bond Anticipation Notes (Interstate 405 Improvement Project),

Series 2021 Financing Documents

Overview

The Orange County Transportation Authority Board of Directors approved the issuance of Bond Anticipation Notes as a short-term interim financing to support the construction of the Interstate 405 Improvement Project, and the selection of an underwriting team. Final approval for the issuance of the Bond Anticipation Notes and the financing documents for the proposed transaction are presented for review and approval.

Recommendation

Adopt Resolution No. 2021-076, authorizing the issuance and sale of Bond Anticipation Notes (I-405 Improvement Project), Series 2021 in an aggregate principal amount not to exceed \$675 million, and the execution and delivery of related financing documents. The related financing documents include forms of the Master Indenture, First Supplemental Indenture, Standby Bond Purchase Agreement, Purchase Contract, Preliminary Official Statement, and the form of the Continuing Disclosure Certificate, and taking all other actions necessary in connection with the proposed transaction.

Background

On June 14, 2021, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the issuance of Bond Anticipation Notes (Interstate 405 {I-405} Improvement Project), Series 2021 (2021 BANs) as a short-term interim financing to support the construction of the I-405 Improvement Project, and the selection of an underwriting team. Prior to execution of the transaction, staff was directed to return to the Board for approval of the financing documents required to execute the closing of the transaction.

Discussion

The United States Department of Transportation Build America Bureau Credit Programs Office (Bureau) has provided OCTA with an anticipated closing date of September 9, 2021, to reset the interest rate on OCTA's 2017 Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan. Based on that anticipated closing date, staff is seeking approval of the financing documents required to issue the 2021 BANs. The savings benefit from using short-term BANs to fund eligible I-405 Project costs versus using the 2021 TIFIA Reset Loan is estimated to be approximately \$20 million.

The financing documents for the 2021 BANs have been submitted to S&P Global Ratings (S&P) and Moody's Investor Services (Moody's) for their review and ratings on the 2021 BANs. OCTA met with the rating agencies on August 19, 2021, to provide an update on OCTA and discuss the I-405 Improvement Project, and sales tax history and forecasts, in addition to the proposed financing. It is anticipated that the ratings from S&P and Moody's will be released before September 8, 2021.

Legal Documents

To proceed with the issuance and sale of the 2021 BANs, OCTA is required to execute several financing documents with related parties. A listing of the documents is provided below with an accompanying description.

Resolution - The resolution (Attachment A) is the legal document which ratifies the approval of the issuance and sale of the 2021 BANs, in an amount not to exceed \$675 million at a true interest cost not to exceed 0.75 percent per annum. The resolution also notes that in order to accomplish the issuance of the proposed 2021 BANs, OCTA has to enter into the documents summarized below:

Master and First Supplemental Indenture - The Master Indenture (Attachment B) and First Supplemental Indenture (Attachment C) are the written agreements with the trustee that specify the terms and conditions for issuing the 2021 BANs. The Indentures describe the bonds being offered, the maturity of the program, the protective covenants, the legal obligation of OCTA, the powers of the trustee, and other terms. The Indenture pledges "collateral" to the repayment of the 2021 BANs, which includes draws under the 2021 TIFIA loan agreement, any legally available funds of OCTA (with certain statutory carve-outs), and amounts provided by Orange County Local Transportation Authority (OCLTA) in connection with OCLTA's purchase of OCTA refunding bonds pursuant to the Standby Bond Purchase Agreement (see below). The trustee has the

responsibility, under the Trust Indenture Act of 1939, for ensuring that interest payments are made to registered holders of the 2021 BANs. The Indentures are an agreement between OCTA and the trustee.

Standby Bond Purchase Agreement—The Standby Bond Purchase Agreement is the agreement between OCTA and OCLTA obligating OCLTA to purchase OCTA's BANs refunding bonds, in the event the BANs trustee needs additional amounts after submitting the TIFIA loan draw request to pay off the BANs at their maturity. OCLTA agrees that, among other sources, it will use best efforts to issue Measure M2 (M2) sales tax revenue bonds, including subordinate lien M2 bonds, to finance its purchase of the OCTA refunding bonds. This document is included as Attachment D.

Purchase Contract – This is the agreement between OCTA and the underwriters, which outlines the final terms, conditions, and prices for the sale of the proposed 2021 BANs. The final pricing for the BANs will occur after ratings have been obtained and premarketing efforts completed. This document is included as Attachment E.

Preliminary Official Statement (POS) - This is the preliminary version of the official statement, which generally discloses material information about the BANs issue, including the purpose of the BANs issue, how the BANs will be repaid, and relevant financial and economic characteristics of OCTA and Orange County. It is used by underwriters to market the bonds to investors. The Board has the responsibility under federal securities laws to review the POS to make sure there are no material misstatements or omissions of material facts. This document is included as Attachment F.

Continuing Disclosure Certificate – This is the certificate prepared for the benefit of bondholders outlining the conditions that OCTA must comply with under the Securities and Exchange Commission Rule 15c2-12(b)(5). Under this rule, OCTA is required to provide certain financial information and operating data no later than six months following the end of the fiscal year and to provide notices of the occurrence of certain enumerated events if material. This information will be filed electronically on an annual basis. This document is included as Attachment G.

Cost of Issuance Expenses and Underwriting Fees

Cost of issuance expenses for debt issuances are paid at the closing of a financing transaction. These costs include legal fees, financial advisory fees, trustee fees, rating fees, digital investor roadshow, and other miscellaneous expenditures. The estimated cost of issuance expenses for the 2021 BANs will

total approximately \$500,000. In addition to these costs, the projected underwriting fees for the transaction are estimated at approximately \$500,000.

Next Steps

If the Board approves the financing documents for the proposed 2021 BANs, the financing team will release the POS to the investment community. Investors will review the POS and determine their level of interest in the bonds and whether they require additional information from staff and the financing team.

Following the release of the POS, an investor presentation will be posted online during the week of September 13, 2021. The presentation will focus on the details of the transaction, including the legal structure. The presentation will be recorded by staff and the financing team. Investors will have the option to contact staff or the underwriting team to request additional information or follow-up meetings.

On September 20, 2021, staff will meet with investors and answer any questions prior to pricing the transaction. Staff will meet with the financing team to review final structuring as it relates to recommended coupons and interest rate levels.

Once the 2021 BANs are sold, staff will be provided a list of investors and presented a final spreadsheet detailing the costs of the transaction. OCTA's Chief Financial Officer will execute the purchase contract and the transaction is expected to close by September 30, 2021. On the closing date, all legal documents are executed, and funds are exchanged between parties.

Summary

Staff is seeking approval of the financing documents required to issue the 2021 Bond Anticipation Notes.

Attachments

- A. Orange County Transportation Authority Resolution No. 2021-076
- B. Master Indenture
- C. First Supplemental Indenture
- D. Standby Bond Purchase Agreement
- E. Note Purchase Agreement
- F. Preliminary Official Statement dated September _ , 2021
- G. Continuing Disclosure Certificate

Prepared by:

Robert Davis Department Manager Treasury and Public Finance 714-560-5675 Approved by:

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

NO. 2021-076

RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES (I-405 IMPROVEMENT PROJECT), SERIES 2021 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$675 MILLION, THE EXECUTION AND DELIVERY OF A MASTER INDENTURE, FIRST SUPPLEMENTAL INDENTURE, A NOTE PURCHASE AGREEMENT, AN OFFICIAL STATEMENT A CONTINUING DISCLOSURE CERTIFICATE, AND A STANDBY BOND PURCHASE AGREEMENT, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH.

WHEREAS, the Orange County Transportation Authority (the "Authority") is duly organized and existing under Division 12 of the Public Utilities Code of the State of California (Section 130000 *et seq.*) (the "Act");

WHEREAS, the Authority is authorized by the Act and California Streets and Highways Code Section 149.7 to issue from time to time its revenue bonds (defined to include indebtedness and securities of any kind or class, including bond anticipation notes);

WHEREAS, in order to finance and refinance: (i) the costs of a project referred to by the Authority as the I-405 Improvement Project (the "Project"), including all costs and estimated costs incidental to, or connected with, the Project, including, without limitation, engineering, planning, inspection costs, program management costs and expenses and land acquisition related thereto; and (ii) expenses of all proceedings for the authorization, issuance and sale of the above-referenced bond anticipation notes, including legal, trustee, financial consultant, trustee and other fees, the Authority proposes to authorize the issuance of a series of bond anticipation notes designated as the Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (the "Series 2021 Notes"), such Series 2021 Notes to be issued in an aggregate principal amount not to exceed \$675,000,000, which is the estimated cost of accomplishing the above-described purposes for which the Series 2021 Notes are to be issued;

WHEREAS, such Series 2021 Notes will be issued pursuant to a Master Indenture (the "Master Indenture") dated as of September 1, 2021, by and between the Authority and U.S. Bank National Association (the "Trustee"), as amended and supplemented by a First Supplemental Indenture thereto (the "First Supplemental Indenture") dated as of September 1, 2021, which is proposed to be entered into between the Authority and the Trustee;

WHEREAS, there has been prepared and presented to the Board of Directors of the Authority (the "Board") a proposed form of the Master Indenture and a proposed form of the First Supplemental Indenture;

WHEREAS, in order to set forth the terms of sale of the Series 2021 Notes, the Authority proposes to enter into a note purchase agreement (the "Purchase Contract") with BofA Securities, Inc., acting on behalf of itself and as representative of the other underwriters identified therein (collectively, the "Underwriters") with respect to the Series 2021 Notes;

WHEREAS, there has been prepared and presented to the Board a proposed form of Purchase Contract;

WHEREAS, in order to provide information about the Series 2021 Notes and related matters to purchasers and potential purchasers of the Series 2021 Notes, the Authority proposes to execute and deliver an official statement (the "Official Statement");

WHEREAS, there has been presented to the Board a proposed form of Official Statement in preliminary form;

WHEREAS, there has been prepared and presented to the Authority a proposed form of Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") to be executed and delivered by the Authority to assist the Underwriters in satisfying their obligations under Rule 15c2-12 promulgated by the Securities and Exchange Commission;

WHEREAS, there has been prepared and presented to the Board a proposed form of a Standby Bond Purchase Agreement (the "Standby Bond Purchase Agreement"), dated as of September 1, 2021, by and between the Authority and the Orange County Local Transportation Authority ("OCLTA") to provide an additional source of repayment for the Series 2021 Notes;

WHEREAS, the Authority has been presented with the forms of the Master Indenture, the First Supplemental Indenture, the Purchase Contract, the Official Statement in preliminary form, the Continuing Disclosure Certificate and the Standby Bond Purchase Agreement relating to the financing described herein (the "Financing") and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary in connection with the Financing and to authorize and direct the consummation of the Financing;

WHEREAS, in order to accomplish the foregoing, it will be necessary for the Authority to enter into and deliver or approve the following documents, instruments and agreements, forms of which have been prepared and presented to this meeting:

- (1) Master Indenture;
- (2) First Supplemental Indenture;
- (3) Purchase Contract;
- (4) Continuing Disclosure Certificate;
- (5) Official Statement; and
- (6) Standby Bond Purchase Agreement;

WHEREAS, the Board desires to authorize the issuance of the Series 2021 Notes in an aggregate principal amount not to exceed \$675,000,000 outstanding at any one time, to authorize and direct the execution and delivery or approval of each of the above-identified documents, instruments and agreements and the issuance and sale of the Series 2021 Notes pursuant thereto, and to authorize the taking of such other actions as shall be necessary to consummate the Financing;

WHEREAS, Nossaman LLP is serving as bond counsel ("Bond Counsel") to the Authority in connection with the Series 2021 Notes, Sperry Capital Inc., is serving as municipal advisor ("Municipal Advisor") to the Authority in connection with the Series 2021 Notes and pursuant to Section 5852.1 of the Government Code of the State of California, the Authority has estimated the costs of issuance for the Series 2021 Notes and has received certain representations and good faith estimates from the Municipal Advisor as to the debt costs and finance charges with respect to the Series 2021 Notes as set forth in Exhibit A hereto; and

WHEREAS, the Authority has full legal right, power and authority under the laws of the State of California to enter into the transactions hereinafter authorized;

NOW THEREFORE, THE ORANGE COUNTY TRANSPORTATION AUTHORITY DECLARES:

- Section 1. Recitals. The Authority finds and determines that the foregoing recitals are true and correct.
- Section 2. Approval of the Series 2021 Notes. The issuance by the Authority of the Series 2021 Notes, in accordance with the provisions set forth in the Master Indenture, as amended and supplemented by the First Supplemental Indenture, in one or more series, in an aggregate principal amount not to exceed \$675,000,000 outstanding at any one time is hereby approved.
- Section 3. Approval of the Master Indenture and First Supplemental Indenture. The proposed forms of the Master Indenture and First Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The date or dates, maturity dates, a true interest cost not to exceed .75% per annum with respect to the Series 2021 Notes, denominations (which shall not be less than \$5,000 and in integral multiples of \$5,000 in excess thereof), forms, registration and exchange privileges, place or places of payment, terms of redemption, if any, offering price and other terms of the Series 2021 Notes shall be as provided in said Master Indenture, as amended and supplemented by the First Supplemental Indenture, as finally executed and delivered.

The Chair, Vice Chair, Chief Executive Officer, Chief Financial Officer or Director of Finance and Administration of the Authority (each, an "Authorized Officer of the Authority"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Master Indenture and the First Supplemental Indenture, in substantially said forms, with such changes therein as the Authorized Officer of the Authority executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Approval of the Official Statement. The proposed form of the Official Statement describing the Series 2021 Notes and related matters, submitted to the Authority, is hereby approved. Any Authorized Officer of the Authority is hereby authorized and directed to execute and deliver the final Official Statement in substantially such form, and with such additions thereto or changes therein, as such Authorized Officer of the Authority, with the advice

of Bond Counsel, shall approve, such approval to be conclusively evidenced by the execution and delivery of the Official Statement; and any Authorized Officer of the Authority is hereby authorized and directed to execute and deliver a certificate confirming that the Official Statement in preliminary form is "deemed final" by the Authority for purposes of Securities and Exchange Commission Rule 15c2-12. The distribution by the Underwriters of copies of the Official Statement in final form to all actual purchasers of the Series 2021 Notes and the distribution by the Underwriters of the Official Statement in preliminary form to potential purchasers of the Series 2021 Notes are hereby authorized and approved.

Section 5. Approval of the Purchase Contract. The proposed form of the Purchase Contract providing for the sale of the Series 2021 Notes submitted to the Authority, and the terms and conditions thereof, are hereby approved. The sale of the Series 2021 Notes to the Underwriters at the principal amount thereof, less an Underwriters' discount (or subject to an Underwriters' fee payable by the Authority to the Underwriters) of not to exceed \$510,000 in accordance with said Purchase Contract, be and is hereby authorized and approved, and any Authorized Officer of the Authority is authorized and directed to complete, execute and deliver the Purchase Contract in substantially such form, providing for the sale of the Series 2021 Notes not to exceed \$675,000,000 in aggregate principal amount, with such interest rates, maturities, premiums and discounts to be specified therein, and with such additions thereto or changes therein, as such Authorized Officer of the Authority executing the same, with the advice of Bond Counsel, shall approve, such approval to be conclusively evidenced by the execution and delivery of the Purchase Contract.

Section 6. Approval of the Standby Bond Purchase Agreement. The proposed form of the Standby Bond Purchase Agreement presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer of the Authority, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Standby Bond Purchase Agreement, in substantially said form, with such changes therein as the Authorized Officer of the Authority executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. Approval of the Continuing Disclosure Certificate. Any Authorized Officer of the Authority is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate in substantially the form submitted to the Authority with such changes and additions as such Authorized Officer of the Authority executing the same, with the advice of Bond Counsel, shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. Delegation to Authorized Officer. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any of the foregoing which may be necessary or desirable in connection with any investment of proceeds of the Series 2021 Notes, any amendment of any of the documents authorized by this Resolution, the removal or replacement of the Trustee, issuing escrow and/or investment instructions to the Trustee regarding the defeasance of a portion of the 2010 Series A Notes or any similar action may be given or taken by any Authorized Officer of the Authority, without further authorization or direction by this

Board, and each Authorized Officer of the Authority is hereby authorized and directed to give any such approval, consent, direction, notice, order, request or other action and to take any such action which such Authorized Officer of the Authority may deem necessary or desirable to further the purposes of this Resolution.

All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Series 2021 Notes, which may be necessary or desirable in connection with any amendment of, or default under, such documents, settlements or revisions, may be taken or given by any Authorized Officer of the Authority, without further authorization by this Board, and each Authorized Officer of the Authority is hereby authorized and directed to give such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this Resolution and the transactions contemplated hereby.

Section 9. Ratification of Actions; Completion of Financing. All actions heretofore taken by the officers and agents of the Authority with respect to the Financing and the issuance and sale of the Series 2021 Notes are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, an Authorized Officer of the Authority is unavailable, such documents may be executed by another officer of the Authority designated in writing by the Chief Executive Officer of the Authority.

The proper officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to do any and all things and to take any and all actions and to execute and deliver any and all agreements, certificates and documents, including, without limitation, any tax certificates or agreements, any agreements for depository services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Series 2021 Notes and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Series 2021 Notes and the documents approved hereby.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED on Septemb	er 13, 2021, by the following vote:	
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	Chair of the Orange County Transportation Authority	
This RESOLUTION was entered into at a meeting of the Orange County Transportation Authority held September 13, 2021, in Orange, California.		
Attest:		
Clerk of the Board		
Approved as to Form		
By:		
James Donich, Esq. General Counsel to Authority		

EXHIBIT A TO RESOLUTION

GOOD FAITH ESTIMATES

ORANGE COUNTY TRANSPORTATION AUTHORITY BOND ANTICIPATION NOTES (I-405 IMPROVEMENT PROJECT) SERIES 2021

The following information was obtained from BofA Securities, Inc., as Representative of the Underwriters of the Series 2021 Notes and Sperry Capital Inc., as Municipal Advisor to the Authority with respect to the Series 2021 Notes, for consideration prior to the authorization in the foregoing Resolution of the proposed Series 2021 Notes:

- 1. True Interest Cost of the Series 2021 Notes. Assuming an aggregate principal amount of the Series 2021 Notes in the amount of \$675,000,000 is sold pursuant to the financing and based on market interest rates prevailing at the time of preparation of this information plus 40 basis points, a good faith estimate of the true interest cost of the Series 2021 Notes, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2021 Notes, is 0.683%*.
- 2. Finance Charge of the Series 2021 Notes. Assuming such a principal amount of the proposed Series 2021 Notes is sold and based on market interest rates prevailing at the time of preparation of this information plus 40 basis points, a good faith estimate of the Finance Charge of the Series 2021 Notes, which means the sum of all fees and charges paid to third parties (or costs associated with the issuance of the Series 2021 Notes), is \$1,006,250.00*.
- 3. Amount of Proceeds to be Received. Assuming such aggregate principal amount of the proposed Series 2021 Notes required to effectuate the financing is sold and based on market interest rates prevailing at the time of preparation of this information plus 40 basis points, a good faith estimate of the amount of proceeds expected to be received by the issuer for sale of the Series 2021 Notes less the Finance Charge of the Series 2021 Notes described in paragraph 2 above and any reserves or capitalized interest paid or funded with proceeds of the Series 2021 Notes, is \$659,392,000.00*.
- 4. Total Payment Amount. Assuming such aggregate principal amount of the proposed Series 2021 Notes (\$675,000,000.00) are sold and based on market interest rates prevailing at the time of preparation of this information plus 40 basis points, a good faith estimate of the total payment amount, which means the sum total of all payments the issuer will make to pay debt service on the Series 2021 Notes plus the Finance Charge of the Series 2021 Notes described in paragraph 2 above not paid with the proceeds of the Series 2021 Notes, calculated to the final maturity of the Series 2021 Notes, is \$777,750,000.00*.

* Preliminary, subject to change

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount

may vary from the estimates above due to variations from these estimates in the timing of the Series 2021 Notes sales, the amount of Series 2021 Notes sold, the amortization of the Series 2021 Notes sold and market interest rates at the time of sale. The date or dates of sale and the amount of Series 2021 Notes sold will be determined by the Authority based on need for funds and other factors. The actual interest rates at which the Series 2021 Notes will be sold will depend on the bond market at the time of sale. The actual amortization of the Series 2021 Notes will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and other factors beyond the Authority's control.

CERTIFICATE OF THE CLERK OF THE BOARD OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY

I,, Clerk of the Board of the Orange County
I,
the members of said Authority had due notice.
I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.
I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in Orange, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.
IN WITNESS WHEREOF, I have executed this certificate hereto as of this date,, 2021.
By: Its: Clerk of the Board
Its: Clerk of the Board

MASTER INDENTURE

by and between

ORANGE COUNTY TRANSPORTATION AUTHORITY,

as Issuer

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

relating to

Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project)

Dated as of September 1, 2021

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MASTER INDENTURE

THIS MASTER INDENTURE, dated as of September 1, 2021 (this "*Indenture*"), is entered into by and between the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a regional transportation authority duly established and existing under the laws of the State of California (the "*Issuer*"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "*Trustee*");

WITNESSETH:

WHEREAS, the Issuer is duly established and existing under Section 130052 of the Public Utilities Code of the State of California (the "*State*"); and

WHEREAS, the Issuer is authorized to issue from time to time bonds or notes and incur from time to time other obligations secured by and payable in whole or in part from its assets and revenues (as more fully defined in Section 1.02 hereof); and

WHEREAS, the Issuer plans to issue from time to time notes and incur from time to time other obligations secured by and payable from the Collateral; and

WHEREAS, the Issuer has determined to enter into this Indenture in order to provide for the issuance, authentication and delivery of notes secured by and payable from the Collateral (the "Notes"), to establish and declare the terms and conditions upon which the Notes and other obligations secured by and payable from the Collateral shall be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest on obligations secured by the Collateral on a basis subordinate to the Notes (as more fully defined in Section 1.02 hereof, "Subordinate Obligations"); and

WHEREAS, the execution and delivery of this Indenture has in all respects been duly and validly authorized by a resolution duly passed and approved by the Board of Directors of the Issuer; and

WHEREAS, the Issuer has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Notes at any time issued, authenticated and delivered hereunder, to secure the payment of Subordinate Obligations (as more fully defined in Section 1.02 hereof) in accordance with terms hereof and to provide the terms and conditions under which all property, rights and interests hereby assigned and pledged are to be dealt with and disposed of, and to secure performance and observance of the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and in consideration of the premises and of the material covenants herein contained and of the purchase and acceptance of the Notes, and Subordinate Obligations by the owners or holders thereof, and

for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Issuer does hereby agree and covenant with the Trustee for the benefit of the respective owners, from time to time, of the Notes, or any part thereof, and for the benefit of the holders of Subordinate Obligations in accordance with terms hereof, as follows:

ARTICLE I

EQUALITY OF SECURITY; DEFINITIONS; CONTENT OF CERTIFICATES

Section 1.01. Equality of Security. In consideration of the acceptance of the Notes by the owners thereof from time to time, this Indenture shall be deemed to be and shall constitute a contract among the Issuer, the Trustee and the owners from time to time of the Notes and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer or the Trustee shall be for the equal and proportionate benefit, security and protection of all owners of the Notes, without preference, priority or distinction as to security or otherwise of any of the Notes over any of the others by reasons of the Series, time of issue, sale or negotiation thereof or for any cause whatsoever, except as expressly provided therein or herein. Nothing herein shall prevent additional security being provided for the benefit of a particular Series of Notes under any supplement to this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural foams of any of the terms herein defined.

"Accreted Value" means, with respect to any Capital Appreciation Note, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value at any date shall be the amounts set forth in the Accreted Value Table as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date. For purposes of this Indenture, the term "principal of" shall also include Accreted Value, if appropriate.

"Accreted Value Table" means the table denominated as such which appears as an exhibit to, and to which reference is made in, a Supplemental Indenture providing for a Series of Capital Appreciation Notes issued pursuant to such Supplemental Indenture.

"Alternate Credit Enhancement" means, with respect, to a Series of Notes, any Insurance, letter of credit, line of credit, surety Note or other instrument, if any, which secures or guarantees the payment of principal of and interest on a Series of Notes, issued by an insurance company, commercial bank, pension fund or other institution, and delivered or made available to the Trustee, as a replacement or substitution for any Credit Enhancement then in effect.

"Alternate Liquidity Facility" means, with respect to a Series of Notes, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility, issued by a commercial bank, insurance company, pension fund or other institution, and delivered or made available to the Trustee, as a replacement or substitute for any Liquidity Facility then in effect.

"Annual Debt Service" means, for any Fiscal Year, the aggregate amount (without duplication) of principal and interest on all Notes becoming due and payable during such Fiscal Year calculated utilizing the assumptions set forth under the definition of Debt Service.

"Authorized Representative" means the chief executive officer, chief financial officer and director of finance and administration of the Issuer or such other person as may be designated to act on behalf of the Issuer by resolution of the Board or by a written certificate delivered to the Trustee by an Authorized Representative.

"Beneficial Owner" means any Person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Note, including, without limitation, any Person holding Notes through nominees or depositories, including the Securities Depository.

"Board" means the Board of Directors of the Issuer.

"Business Day" means, except as is otherwise provided in the Supplemental Indenture pursuant to which a Series of Notes are issued, any day other than (a) a Saturday, Sunday, or a day on which banking institutions in the State or the State of New York or the jurisdiction in which the Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed; (b) for purposes of payments and other actions relating to Notes secured by a Credit Enhancement or supported by a Liquidity Facility, a day upon which commercial banks in the city in which is located the office of the issuing bank at which demands for payment under the Credit Enhancement or Liquidity Facility, as applicable, are to be presented are authorized or obligated by law or executive order to be closed; (c) a day on which the New York Stock Exchange is closed; or (d) a day on which the payment system of the Federal Reserve System is not operational.

"Capital Appreciation Notes" means the Notes of any Series designated as Capital Appreciation Notes in the Supplemental Indenture providing for the issuance of such Series of Notes and on which interest is compounded and paid at maturity or on prior redemption.

"Certificate," "Statement," "Request," "Requisition" and "Order" mean, of the Issuer, respectively, a written certificate, statement, request, requisition or order signed in the name of the Issuer by an Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03 hereof, each such instrument shall include the statements provided for in Section 1.03 hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder, or any successor to the Internal Revenue Code of 1986. Reference to any particular Code section shall, in the event of such a successor Code, be deemed to be reference to the successor to such Code section.

"Collateral" means: (a) proceeds from draws under the TIFIA Loan Agreement so long as the TIFIA Loan Agreement is in full force and effect; (b) any legally available funds of the Issuer except (i) LTF Revenue, (ii) federal grant funds, (iii) any revenues and assets with respect to the SR 91 Express Lanes, and (iv) any revenues received from operation of the freeway callbox system

in Orange County and the freeway service patrol; (c) proceeds from the purchase and sale of Issuer bonds by OCLTA under and pursuant to the Standby Bond Purchase Agreement; and (d) all amounts held by the Trustee in the funds and accounts established hereunder, including investment earnings thereon, excluding amounts deposited to the Rebate Fund.

"Continuing Disclosure Agreement" means, with respect to each Series of Notes requiring an undertaking regarding disclosure under Rule 15c2-12, the Continuing Disclosure Agreement or Continuing Disclosure Certificate, dated the date of issuance of such Series of Notes, executed by the Issuer, as the same may be supplemented, modified or amended in accordance with its terms.

"Corporate Trust Office" or "corporate trust office" means the corporate trust office of the Trustee at U.S Bank National Association, 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071. Attention: Global Corporate Trust or such other or additional offices as may be designated by the Trustee from time to time; provided, that for registration, transfer, exchange, surrender and payment of the Notes, Corporate Trust Office shall initially mean the corporate trust operations office of the Trustee in Saint Paul, Minnesota.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Issuer and related to the authorization, issuance, sale and delivery of a Series of Notes, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning such Series of Notes, initial fees, expenses and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Notes, surety, insurance, credit enhancement and liquidity costs, and any other cost, charge or fee incurred in connection with the issuance of a Series of Notes delivered in connection with a Series of Notes.

"Costs of Issuance Fund" means a fund by that name established pursuant to the provisions of a Supplemental Indenture to pay Costs of Issuance with respect to a Series of Notes being issued pursuant to such Supplemental Indenture.

"Credit Enhancement" means, with respect to a Series of Notes, any Insurance, letter of credit, line of credit, surety Note or other instrument, if any, that secures or guarantees the payment of principal of and interest on a Series of Notes, issued by an insurance company, commercial bank, pension fund or other institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms, or, in the event of the delivery or availability of an Alternate Credit Enhancement, such Alternate Credit Enhancement.

"Credit Enhancement Provider" means an Insurer, commercial bank, pension fund or other institution issuing (or having primary obligation, or acting as agent for the institutions obligated, under) a Credit Enhancement then in effect with respect to a Series of Notes.

"Current Interest Notes" means the Notes of any Series designated as Current Interest Notes in the Supplemental Indenture providing for the issuance of such Series of Notes and that pay interest to the Holders thereof on a periodic basis prior to maturity.

"Debt Service" means, when used with respect to any Notes as of any date of calculation and with respect to any Fiscal Year, the sum of (A) the interest falling due on such Notes during such Fiscal Year, and (B) the principal or Mandatory Sinking Account Payments required with respect to such Notes during such Fiscal Year; computed on the assumption that no portion of such Notes shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments; provided, however, that for purposes of such computation:

- (a) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) shall be excluded from such calculation and Assumed Debt Service shall be included in such calculation;
- (b) in determining the principal amount due in each Fiscal Year, payment shall (unless a different clause of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such Notes, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Notes on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date of such Capital Appreciation Bond:
- (c) if any Notes bear, or if any Notes proposed to be issued will bear, interest at a variable interest rate and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such Notes for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five years preceding such date of calculation (provided, however, that if such index is no longer published, the interest rate on such Notes shall be calculated based upon such similar index as the Issuer shall designate in writing to the Trustee);
- (d) if any Notes bear, or if any Notes proposed to be issued will bear, interest at a variable interest rate and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Notes shall be calculated at an interest rate equal to 100% of the average One Month USD LIBOR Rate during the five years preceding such date of calculation or such higher rate as shall be specified in a Certificate of the Issuer delivered to the Trustee (provided, however, that if such index is no longer published, the interest rate on such Notes shall be calculated based upon such similar index as the Issuer shall designate in writing to the Trustee);
- (e) if any Notes feature an option, on the part of the owners or an obligation under the terms of such Notes, to tender all or a portion of such Notes to the Issuer, the Trustee or other fiduciary or agent, and requires that such Notes or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such Notes, the options or obligations of the owners of such Notes to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity; and

(f) principal and interest payments on Notes shall be excluded to the extent such payments are to be paid from amounts on deposit with the Trustee or other fiduciary in escrow specifically therefor and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of Notes held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest.

"Event of Default" means any of the events specified in Section 7.01 hereof.

"Excluded Principal Payments" means each payment of principal of Notes which the Issuer determines (in the Certificate of the Issuer delivered to the Trustee) that the Issuer intends to pay with moneys that are not Collateral (such as commercial paper, balloon indebtedness or bond anticipation notes) but from future debt obligations of the Issuer, grants from the State or federal government, or any agency or instrumentality thereof, or any other source of funds of the Issuer, upon which determination of the Issuer the Trustee may conclusively rely. No such determination shall affect the security for such Notes or the obligation of the Issuer to pay such payments from the Collateral or amounts on deposit in a reserve fund, if any, securing such Notes.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other 12-month period hereafter selected and designated as the official fiscal year period of the Issuer, which designation shall be provided to the Trustee in a Certificate delivered by the Issuer.

"Fitch" means Fitch Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a nationally recognized statistical ratings organization, then the term "Fitch" shall be deemed to refer to any other nationally recognized statistical ratings organization selected by the Issuer.

"Holder" or "Noteholder" means, whenever used herein with respect to a Note, the person in whose name such Note is registered.

"Indenture" means this Master Indenture, dated as of September 1, 2021, by and between the Issuer and the Trustee, as originally executed or as it may from time to time be amended and/or supplemented by any Supplemental Indenture delivered pursuant to the provisions hereof.

"Insurance" means any financial guaranty insurance policy or municipal Note insurance policy issued by an Insurer insuring the payment when due of principal of and interest on all or a portion of a Series of Notes as provided in such financial guaranty insurance policy or municipal Note insurance policy.

"Insurer" means any provider of Insurance with respect to all or a portion of a Series of Notes.

"Interest Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Interest Payment Date" has the meaning, with respect to each Series of Notes, specified in the Supplemental Indenture establishing the terms and provisions of such Series of Notes.

"Investment Securities" means any of the following:

- (a) The following obligations may be used as Investment Securities for all purposes, including defeasance investments in refunding escrow accounts:
 - (i) cash;
 - (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - (iii) obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America, including:
 - (A) Export-Import Bank;
 - (B) Farm Credit System Financial Assistance Corporation;
 - (C) Rural Economic Community Development Administration (formerly the Fanners Home Administration);
 - (D) General Services Administration;
 - (E) U.S. Maritime Administration;
 - (F) Small Business Administration;
 - (G) Government National Mortgage Association ("GNMA");
 - (H) U.S. Department of Housing & Urban Development ("PHA's")
 - (I) Federal Housing Administration; and
 - (J) Federal Financing Bank; and
 - (iv) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
 - (A) senior debt obligations issued by the Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC");
 - (B) obligations of the Resolution Funding Corporation ("*REFCORP*");
 - (C) senior debt obligations of the Federal Home Loan Bank System; and

- (D) senior debt obligations of other government sponsored agencies approved by each Credit Enhancement Provider then providing Credit Enhancement for a Series of Notes.
- (b) The following obligations may be used as Investment Securities for all purposes other than defeasance investments in refunding escrow accounts:
- U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) that have a rating (ratings on holding companies are not considered as the rating of the banks) on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and that mature no more than 360 days after the date of purchase;
 - (i) commercial paper rated at the time of purchase in the single highest classification, "A-1" by S&P or "P-1" by Moody's and that matures not more than 270 days after the date of purchase;
 - (ii) investments in a money market fund rated at the time of investment "AAAm" or "AAAm-G" or better by S&P including funds for which the Trustee or an affiliate provides investment advice or other services;
 - (iii) Pre-refunded Municipal Obligations defined as follows: any Notes or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state that are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and:
 - (E) that are rated at the time of purchase, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or
 - (F) (i) that are fully secured as to principal and interest and prepayment premium, if any, by an escrow consisting only of cash or obligations described in paragraph (a)(ii) above, which escrow may be applied only to the payment of such principal of and interest and prepayment premium, if any, on such Notes or other obligations on the maturity date or dates thereof or the specified prepayment date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and prepayment premium, if any, on the Notes or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;
 - (iv) general obligations of states with a rating, at the time of purchase, of at least "A2"/"A" or higher by both Moody's and S&P;

- (v) any investment agreement with a financial institution or insurance company that has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company or guarantor of which is rated) in either of the two highest long-term Rating Categories by Moody's and S&P;
- (vi) the Local Agency Investment Fund managed by the Treasurer of the State of California, as referred to in Section 16429.1 of the Government Code of the State but only to the extent such investment is registered in the name of the Trustee;
- (vii) shares in a common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State that invests exclusively in investments permitted by Section 53601 of Title 5 Division 2, Chapter 4 of the Government Code of the State, as it may be amended;
- (viii) the commingled investment fund of the County of Orange, California, which is administered in accordance with the investment policy of said County as established by the Treasurer thereof, as permitted by Section 53601 of the Government Code of the State, copies of which policy are available upon written request to said Treasurer; and
- (ix) any other forms of investments, including repurchase agreements, approved in writing by each Credit Enhancement Provider then providing Credit Enhancement for a Series of Notes.

"Issuer" means the Orange County Transportation Authority, a regional transportation authority duly established and existing under the laws of the State, and any successor thereto. "KBRA" means the Kroll Bond Rating Agency, LLC, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a nationally recognized statistical ratings organization, then the term "Kroll" shall be deemed to refer to any other nationally recognized statistical ratings organization selected by the Issuer.

"Liquidity Facility" means, with respect to a Series of Notes, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility, which secures or guarantees the payment of the purchase price of such Series of Notes under certain conditions specified therein, issued by a commercial bank, insurance company, pension fund or other institution, and delivered or made available to the Trustee, as from time to time amended or supplemented pursuant to its terms, or, in the event of the delivery or availability of an Alternate Liquidity Facility, such Alternate Liquidity Facility.

"Liquidity Facility Notes" means any Notes purchased with moneys drawn under (or otherwise obtained pursuant to the terms of) a Liquidity Facility, but excluding any Notes no longer considered to be Liquidity Facility Notes in accordance with the terms of the applicable Liquidity Facility. If designated as such in a Supplemental Indenture, Notes purchased with moneys drawn

under a Credit Enhancement in the form of a letter of credit or other similar instrument shall be treated as Liquidity Facility Notes.

"Liquidity Facility Provider" means the commercial bank, insurance company, pension fund or other institution issuing (or having primary obligation, or acting as agent for the institutions obligated, under) a Liquidity Facility then in effect with respect to a Series of Notes.

"Liquidity Facility Rate" means, with respect to a Series of Notes, the interest rate per annum, if any, specified in the Liquidity Facility delivered in connection with such Series of Notes as applicable to Liquidity Facility Notes.

"LTF Revenues" means the amounts received by the Issuer pursuant to the TDA from the county Local Transportation Fund, consisting of a portion of the revenues generated in (and apportioned to) Orange County from the one-fourth of 1% of the current California statewide sales tax in Orange County made available for public transportation operating and capital expenditures in Orange County, as allocated to the Issuer by the Orange Area Council of Governments.

"Mandatory Sinking Account Payment" means, with respect to Notes of any Series and maturity, the amount required by the Supplemental Indenture establishing the terms and provisions of such Series of Notes to be deposited by the Issuer in a Sinking Account for the payment of Term Notes of such Series and maturity.

"Maturity Date" means, with respect to a Series of Notes, the date of maturity or maturities specified in the Supplemental Indenture establishing the terms and provisions of such Series of Notes.

"Maximum Annual Debt Service" means the maximum amount of Annual Debt Service becoming due and payable on all Notes Outstanding during the period from the date of such calculation through the final maturity date of the Notes, calculated utilizing the assumptions set forth under the definition of Debt Service.

"Maximum Rate" means, with respect to any Notes, the lesser of (a) the rate designated as the Maximum Rate for such Notes in the Supplemental Indenture with respect to such Notes; and (b) the maximum rate of interest that may legally be paid on the Notes from time to time.

"Moody's" means Moody's Investors Service, Inc. and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a nationally recognized statistical ratings organization, then the term "Moody's" shall be deemed to refer to any other nationally recognized statistical ratings organization selected by the Issuer.

"Note Obligation" means, as of any given date of calculation, (a) with respect to any Outstanding Current Interest Note, the principal amount of such Note; and (b) with respect to any Outstanding Capital Appreciation Note, the Accreted Value thereof.

"Noteholder" or "Holder" means, whenever used herein with respect to a Note, the person in whose name such Note is registered.

"Notes" means the Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project) authorized by, and at any time Outstanding pursuant to, this Indenture.

"Notice Parties" means, as and to the extent applicable, the Issuer, the Trustee, the Credit Enhancement Provider, if any, for the Series of Notes to which the notice being given relates, the auction agent, if any, for the Series of Notes to which the notice being given relates, the broker-dealer, if any, for the Series of Notes to which the notice being given relates, the Liquidity Provider, if any, for the Series of Notes to which the notice being given relates, and the remarketing agent, if any, for the Series of Notes to which the notice being given relates.

"Obligations" has the meaning given to such term in the definition of "Debt Service."

"OCLTA" means the Orange County Local Transportation Authority, a local transportation authority duly formed and existing under Sections 180000 et seq. of the California Public Utilities Code.

"Opinion of Bond Counsel" means a written opinion of a law firm of national standing in the field of public finance selected by the Issuer.

"Outstanding" means, when used as of any particular time with reference to Notes (subject to the provisions of Section 11.09 hereof), all Notes theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Notes theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Notes with respect to which all liability of the Issuer shall have been discharged in accordance with Section 10.02 hereof, including Notes (or portions of Notes) referred to in Section 11.10 hereof; and (c) Notes for the transfer or exchange of or in lieu of or in substitution for which other Notes shall have been authenticated and delivered by the Trustee pursuant to this Indenture; provided, however, that if the principal of or interest due on any Notes shall be paid by the Credit Enhancement Provider pursuant to the Credit Enhancement issued in connection with such Notes, such Notes shall remain Outstanding for all purposes and shall not be considered defeased or otherwise satisfied or paid by the Issuer and the pledge of Collateral and all covenants, agreements and other obligations of the Issuer to the Holders shall continue to exist and shall run to the benefit of such Credit Enhancement Provider and such Credit Enhancement Provider shall be subrogated to the rights of such Holders.

"Participating Underwriter" means any of the original underwriters of a Series of Notes required to comply with Rule 15c2-12.

"Person" means an association, corporation, firm, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Project Fund" means, with respect to any Series of Notes, a fund by that name established pursuant to the provisions of a Supplemental Indenture to hold the proceeds of a Series of Notes or a portion thereof prior to expenditure on the particular projects being financed with the proceeds of such Series of Notes.

"Proportionate Basis" means, when used with respect to the redemption of Notes, that the amount of Notes of each maturity to be redeemed shall be determined as nearly as practicable by multiplying the total amount of funds available for redemption by the ratio which the amount of Note Obligation of Notes of such maturity bears to the amount of all Note Obligation of Notes to be redeemed; provided, however that any Note may only be redeemed in an authorized denomination. For purposes of the foregoing, Term Notes shall be deemed to mature in the years and in the amounts of the Mandatory Sinking Account Payments, and Capital Appreciation Notes and Current Interest Notes maturing or subject to Mandatory Sinking Account Payments in the same year shall be treated as separate maturities. When used with respect to the payment or purchase of a portion of Notes, "Proportionate Basis" shall have the same meaning set forth above except that "pay" or purchase" shall be substituted for "redeemed."

"Rating Agency" means, as and to the extent applicable to a Series of Notes, each of [RATING AGENCY] and Moody's, but, in each instance, only so long as each such Rating Agency then maintains a rating on such Series of Notes at the request of the Issuer.

"Rating Category" means: (a) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (b) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

"Rebate Fund" means the fund by that name established pursuant to Section 5.09 hereof.

"Rebate Instructions" means, with respect to any Series of Notes the interest on which is exempt from taxation under the Code, those calculations and directions required to be delivered to the Trustee by the Issuer pursuant to the Tax Certificate delivered in connection with such Series of Notes.

"Rebate Requirement" means, with respect to any Series of Notes the interest on which is exempt from taxation under the Code, the Rebate Requirement determined in accordance with the Tax Certificate delivered in connection with such Series of Notes.

"Record Date" has the meaning, with respect to each Series of Notes, specified in the Supplemental Indenture establishing the terms and provisions of such Series of Notes.

"Redemption Fund" means the fund by that name established pursuant to <u>Section 5.08</u> hereof.

"Redemption Price" means, with respect to any Note (or portion thereof) the Note Obligation of such Note (or portion thereof) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Note and this Indenture.

"Refunding Notes" means a Series of Notes or a portion of a Series of Notes issued pursuant to the provisions set forth in Section 3.04 hereof.

"Repository" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission or any successor agency thereto to receive reports and notices pursuant to Rule 15c2-12.

"Revenue Fund" means the fund by that name established pursuant to Section 5.01 hereof.

"Reserve Fund" means any debt service reserve fund established under and pursuant to a Supplemental Indenture meeting the requirements of Section 5.02 hereof.

"Reserve Fund Requirement" means the amount required to be deposited to a Reserve Fund as provided in a Supplemental Indenture.

"Rule 15c2-12" means Securities and Exchange Commission Rule 15c2-12, as amended and supplemented from time to time.

"Securities Depository" means The Depository Trust Company, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depository, or no such depositories, as the Issuer may designate in a Request of the Issuer delivered to the Trustee.

"Serial Notes" means Notes, maturing in specified years, for which no Mandatory Sinking Account Payments are provided.

"Series" means, whenever used herein with respect to Notes, all of the Notes designated as being of the same series, authenticated and delivered in a simultaneous transaction regardless of variations in maturity, interest rate, redemption and other provisions, and any Notes thereafter authenticated and delivered upon transfer or exchange or in lieu of or in substitution for (but not to refund) such Notes as herein provided.

"Series 2021 Notes" means the Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 authorized by, and at any time Outstanding pursuant to, this Indenture.

"Sinking Account" means an account by that name established in the Principal Fund pursuant to Section 5.04(b) hereof for the payment of Term Notes.

"S&P" means S&P Global Ratings and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a nationally recognized statistical ratings organization, then the term "S&P" shall be deemed to refer to any other nationally recognized statistical ratings organization selected by the Issuer.

"Standby Bond Purchase Agreement" means that certain Standby Bond Purchase Agreement dated as of September 1, 2021, by and between the Issuer and OCLTA.

"State" means the State of California.

"Subordinate Obligations" means any obligations of the Issuer issued or incurred in accordance with Section 3.05(d) hereof, which obligations are secured hereunder by the pledge

made pursuant to <u>Section 5.01</u> hereof and payable from the Collateral on a basis subordinate to the Notes.

"Subordinate Obligations Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Supplemental Indenture" means any indenture hereafter duly executed and delivered, supplementing, modifying or amending this Indenture, but only if and to the extent that such supplemental indenture is authorized hereunder.

"Tax Certificate" means each Tax Certificate delivered by the Issuer at the time of issuance and delivery of a Series of Notes the interest on which is exempt from taxation under the Code, as the same may be amended or supplemented in accordance with its terms.

"Term Notes" means Notes payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Notes on or before their specified maturity date or dates.

"TIFIA Loan Agreement" means that certain TIFIA Loan Agreement dated as of _______, 2021, by and between the Issuer as Borrower and the United States Department of Transportation, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau as TIFIA Lender.

"Trustee" means U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or its successor, as Trustee as provided in Section 8.01 hereof.

Section 1.03. Content of Certificates. Every certificate provided for in this Indenture with respect to compliance with any provision hereof shall include: (a) a statement that the person making or giving such certificate has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he or she has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (d) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such certificate given by an officer of the Issuer may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel, an accountant, a financial advisor, an investment banker or an independent consultant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant, a financial advisor, an investment banker or an independent consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Issuer) upon a certificate or opinion of or representation by an officer of the Issuer, unless such counsel, accountant, financial advisor, investment banker or independent consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation

with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same officer of the Issuer, or the same counsel, accountant, financial advisor, investment banker or independent consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers, counsel, accountants, financial advisors, investment bankers or independent consultants may certify to different matters, respectively.

ARTICLE II

THE NOTES

Section 2.01. Authorization of Notes. Notes may be issued hereunder as fully registered Notes without coupons, in book-entry form or otherwise, from time to time as the issuance thereof is approved by the Issuer. The maximum principal amount of Notes which may be issued hereunder is not limited; subject, however, to any limitations contained in the Law and to the right of the Issuer, which is hereby reserved, to limit the aggregate principal amount of Notes which may be issued or Outstanding hereunder. The Notes are designated as "Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project)" each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Notes. The Notes may be issued in such Series as from time to time shall be established and authorized by the Issuer, subject to the covenants, provisions and conditions herein contained.

Section 2.02. Terms of the Notes. The Notes of each Series shall bear interest, if any, at such rate or rates or determined in such manner and payable at such intervals as may be determined by the Issuer at the time of issuance thereof pursuant to the Supplemental Indenture under which issued, not to exceed the Maximum Rate, and shall mature and become payable on such date or dates and in such year or years as the Issuer may determine by the Supplemental Indenture creating such Series. Principal of and interest on such Notes shall be payable in such manner as may be specified in the Supplemental Indenture creating such Series. The Notes of each Series shall be issued in such denominations as may be authorized by the Supplemental Indenture creating such Series.

Unless otherwise provided in the Supplemental Indenture delivered in connection with such Series of Notes, the Notes of each Series shall be initially registered in the name of "Cede & Co.," as nominee of the Securities Depository and shall be evidenced by one Note certificate for each maturity of each Series of Notes bearing interest at a particular rate of interest per annum. Registered ownership of any Series of Notes, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10 hereof, or in the event the use of the Securities Depository is discontinued, in accordance with the provisions set forth in Section 2.05 hereof.

Section 2.03. Form of Notes. The Notes of any Series shall be in such form or forms as may be specified in the Supplemental Indenture creating such Series.

Section 2.04. Execution of Notes. The Notes shall be executed in the name and on behalf of the Issuer by the facsimile or manual signature of an Authorized Representative. Unless otherwise provided in any Supplemental Indenture, the Notes shall then be delivered to the Trustee

for authentication by the Trustee. In case any of the officers who shall have signed any of the Notes shall cease to be such officer or officers of the Issuer before the Notes so signed shall have been authenticated or delivered by the Trustee or issued by the Issuer, such Notes may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Issuer as though those who signed the same had continued to be such officers of the Issuer, and also any Note may be signed on behalf of the Issuer by such persons as at the actual date of execution of such Note shall be the proper officers of the Issuer although at the nominal date of such Note any such person shall not have been such officer of the Issuer.

Except as may otherwise be provided in a Supplemental Indenture establishing the terms and provisions of a Series of Notes, only such of the Notes as shall bear thereon a certificate of authentication substantially in the form recited in the Supplemental Indenture creating such Series of Notes, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of authentication when manually executed by the Trustee shall be conclusive evidence that the Notes so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.05. Transfer of Notes. Any Note may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of <u>Section 2.07</u> hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee.

Whenever any Note or Notes shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver a new Note or Notes, of the same Series, tenor, maturity and interest rate and a like aggregate principal amount; provided that, unless otherwise provided in any Supplemental Indenture, no registration of transfer may occur during the period established by the Trustee for selection of Notes for redemption, or of any Note or portion of a Note so selected for redemption. The Trustee shall require the Noteholder requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Section 2.06. Exchange of Notes. Notes may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Notes of other authorized denominations of the same Series, tenor, maturity and interest rate; provided that, unless otherwise provided in any Supplemental Indenture, no exchange may occur during the period established by the Trustee for selection of Notes for redemption, or of any Note or portion of a Note so selected for redemption. The Trustee shall require the Noteholder requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

Section 2.07. Note Register. Unless otherwise provided in a Supplemental Indenture delivered in connection with a Series of Notes, the Trustee will keep or cause to be kept, at its Corporate Trust Office sufficient books for the registration and transfer of each Series of Notes, which shall at all times be open to inspection during normal business hours by the Issuer and each Credit Enhancement Provider upon reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, Notes as hereinbefore provided.

Section 2.08. Temporary Notes. The Notes may be issued in temporary form exchangeable for definitive Notes when ready for delivery. Any temporary Note may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the Issuer, shall be in registered form and may contain such reference to any of the provisions of this Indenture as may be appropriate. A temporary Note may be in the form of a single Note payable in installments, each on the date, in the amount and at the rate of interest established for the Notes maturing on such date. Every temporary Note shall be executed by the Issuer and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Notes. If the Issuer issues temporary Notes, the Issuer will execute and deliver definitive Notes as promptly thereafter as practicable, and thereupon the temporary Notes may be surrendered, for cancellation, in exchange therefor at the Corporate Trust Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of definitive Notes of authorized denominations of the same Series, tenor and maturity or maturities. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes authenticated and delivered hereunder.

Section 2.09. Notes Mutilated; Lost; Destroyed or Stolen. If any Note is mutilated, the Issuer, at the expense of the Holder of said Note, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Note of like Series, tenor, maturity and interest rate in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be canceled by the Trustee and delivered to, or upon the Order of, the Issuer. If any Note is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and to the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to both is given, the Issuer, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Note of like Series, tenor, maturity and interest rate in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured or shall have been called for redemption, instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof upon receipt of the aforementioned indemnity). The Issuer may require payment of a sum not exceeding the actual cost of preparing each new Note issued under this Section and of the expenses which may be incurred by the Issuer and the Trustee in the premises. Any Note issued under the provisions of this Section in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Issuer whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Notes secured by this Indenture. Neither the Issuer nor the Trustee shall be required to treat both the original Note and any replacement Note as being Outstanding for the purpose of determining the principal amount of Notes which may be issued hereunder or for the purpose of determining any percentage of Notes Outstanding hereunder; both the original and replacement Note shall be treated as one and the same.

Section 2.10. Use of Securities Depository. Unless otherwise provided in a Supplemental Indenture delivered in connection with a Series of Notes, notwithstanding any provision of this Indenture to the contrary:

(a) The Notes shall be delivered and registered as provided in <u>Section 2.02</u> hereof. Registered ownership of any Series of Notes, or any portion thereof, may not thereafter be transferred except:

- (i) to any successor of the Securities Depository or its nominee, or to any substitute depository designated pursuant to <u>Section 2.10(a)(ii)</u> below (each, a "substitute depository"); provided that any successor of the Securities Depository or substitute depository is qualified under any applicable laws to provide the service proposed to be provided by it;
- (ii) to any substitute depository designated by the Issuer upon (A) the resignation of the Securities Depository or its successor (or any substitute depository or its successor) from its functions as depository, or (B) a determination by the Issuer that the Securities Depository or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided that any such substitute depository is qualified under any applicable laws to provide the services proposed to be provided by it; or
- (iii) to any Person as provided below, upon (A) the resignation of the Securities Depository or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository can be obtained; or (B) to the extent permitted by law, a determination by the Issuer that it is in the best interests of the Issuer to remove the Securities Depository or its successor (or any substitute depository or its successor) from its functions as depository.
- (b) In the case of any transfer pursuant Section 2.10(a)(i) or (ii) hereof, upon receipt of the Outstanding Notes by the Trustee, together with a Statement of the Issuer to the Trustee, a single new Note for each maturity of each Series of Notes bearing a particular rate of interest per annum then Outstanding shall be executed and delivered in the aggregate principal amount of the Notes of such Series then Outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Statement of the Issuer. In the case of any transfer pursuant to Section 2.10(a)(iii) hereof, upon receipt of the Outstanding Notes by the Trustee together with the Statement of the Issuer to the Trustee, new Notes of each Series then Outstanding shall be authorized and prepared by the Issuer and authenticated and delivered by the Trustee in such authorized denominations and registered in the names of such Persons as are requested in such a Statement of the Issuer, numbered in such manner as the Trustee shall determine, subject to the limitations of Section 2.02 hereof.
- (c) In the case of partial redemption or an advance refunding of any Series of the Notes evidencing all or a portion of such amount Outstanding, the Securities Depository shall make an appropriate notation on such Notes indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee.
- (d) The Issuer and the Trustee shall be entitled to treat the Person in whose name any Note is registered as the Noteholder thereof for all purposes of this Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Issuer; and the Issuer and the Trustee shall have no responsibility for transmitting payments to, communicating with, notifying or otherwise dealing with any Beneficial Owners of the Notes. Neither the Issuer nor the Trustee will have any responsibility or

obligations, legal or otherwise, to the Beneficial Owners or to any other party including the Securities Depository or its successor (or substitute depository or its successor), except for the Holder of any Note.

(e) So long as the Outstanding Notes are registered in the name of Cede & Co. or its registered assign, the Issuer and the Trustee shall cooperate with Cede & Co., as sole registered Noteholder, and its registered assigns in effecting payment of the principal of, redemption premium, if any, purchase price and interest on the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

ARTICLE III

ISSUANCE OF NOTES

Section 3.01. Issuance of Notes. Whenever the Issuer determines to issue a Series of Notes hereunder, the Issuer (a) shall authorize the execution of a Supplemental Indenture specifying the principal amount, and prescribing the forms of Notes of such Series and providing the terms, conditions, distinctive designation, denominations, date, maturity date or dates, interest rate or rates (or the manner of determining the same), the Maximum Rate, redemption provisions, tender provisions, if any, and place or places of payment of principal or Redemption Price, if any, of and interest on such Notes, and any other provisions respecting the Notes of such Series not inconsistent with the terms of this Indenture; (b) shall execute such Supplemental Indenture; and (c) shall deliver such Supplemental Indenture to the Trustee for execution.

Section 3.02. Issuance of Additional Notes. Subsequent to the issuance of the Series 2021 Notes but only so long as the Series 2021 Notes are no longer Outstanding, the Issuer may by Supplemental Indenture establish one or more additional Series of Notes, payable from Collateral and secured by the pledge made under this Indenture equally and ratably with the Series 2021 Notes, and the Issuer may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Notes of any Series so established, in such principal amount as shall be determined by the Issuer, but only with respect to each additional Series of Notes issued subsequent to the Series 2021 Notes issued hereunder, upon compliance by the Issuer with the provisions of this Section 3.02, Section 3.03 hereof and any additional requirements set forth in said Supplemental Indenture and subject to the specific conditions set forth below, each of which is hereby made a condition precedent to the issuance of any such additional Series of Notes:

- (a) No Event of Default shall have occurred and then be continuing (or the issuance of such additional Series of Notes will cure any such Event of Default).
- (b) Subject to the provisions of <u>Section 5.05</u> hereof, if a Supplemental Indenture providing for the issuance of such Series requires either (i) the establishment of a Note Series Reserve Fund to provide additional security for such Series of Notes; or (ii) that the balance on deposit in an existing Note Series Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Reserve Requirement with respect to such Series of Notes and all other Notes secured by such Note Series Reserve Fund to be considered Outstanding upon the issuance of such

additional Series of Notes, then the Supplemental Indenture providing for the issuance of such additional Series of Notes shall require deposit of the amount necessary. Said deposit shall be made as provided in the Supplemental Indenture providing for the issuance of such additional Series of Notes and may be made from the proceeds of the sale of such Series of Notes or from other funds of the Issuer or from both such sources or may be made in the form of a Reserve Facility.

- (c) The aggregate principal amount of Notes issued hereunder shall not exceed any limitation imposed by the Law or any other law or by any Supplemental Indenture.
- (d) Principal payments of each additional Series of Notes shall be due on April 15 or October 15 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable judgment of the Issuer with regard to the type of Note to be issued, and, if the interest on such Series of Notes is to be paid semiannually, such interest payments shall be due on April 15 and October 15 in each year to the extent deemed practical in the reasonable judgment of the Issuer with regard to the type of Note to be issued.

Nothing in this Section or in this Indenture contained shall prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Notes from pledging or otherwise providing, in addition to the security given or intended to be given by this Indenture, additional security for the benefit of such additional Series of Notes or any portion thereof.

Section 3.03. Proceedings for Issuance of Additional Notes. Subsequent to the issuance of the Series 2021 Notes, before any additional Series of Notes shall be issued and delivered, the Issuer shall deliver each of the documents identified below to the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Notes have been satisfied):

- (a) a Supplemental Indenture authorizing such Series executed by the Issuer;
- (b) a Certificate of the Issuer certifying: (i) that no Event of Default has occurred and is then continuing (or the issuance of such additional Series of Notes will cure any such Event of Default); and (ii) that the requirements specified in Section 3.02(b) and Section 3.02(c) hereof have been satisfied by the Issuer; and
- (c) an Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with this Indenture and that such Series of Notes, when duly executed by the Issuer and authenticated and delivered by the Trustee, will be valid and binding obligations of the Issuer.

Section 3.04. Issuance of Refunding Notes.

(a) Refunding Notes may be authorized and issued by the Issuer; provided that the Trustee shall have been provided with a Certificate of the Issuer to the effect that the Issuer has determined that Maximum Annual Debt Service on all Notes Outstanding following the issuance of such Refunding Notes is less than or equal to Maximum Annual

Debt Service on all Notes Outstanding prior to the issuance of such Refunding Notes. Such Refunding Notes may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all or a portion of the following:

- (i) the principal or Redemption Price of the Outstanding Notes to refunded;
- (ii) all expenses incident to the calling, retiring or paying of such Outstanding Notes and the Costs of Issuance of such Refunding Notes;
- (iii) interest on all Outstanding Notes to be refunded to the date such Notes will be called for redemption or paid at maturity;
- (iv) interest on the Refunding Notes from the date thereof to the date of payment or redemption of the Notes to be refunded; and
- (v) funding a debt service reserve fund for the Refunding Notes, if required.
- (b) Before such Series of Refunding Notes is issued and delivered pursuant to this <u>Section 3.04</u>, the Issuer shall deliver each of the documents identified below to the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Refunding Notes have been satisfied):
 - (i) a Supplemental Indenture authorizing such Series of Refunding Notes executed by the Issuer;
 - (ii) a Certificate of the Issuer certifying: (A) that Maximum Annual Debt Service on all Notes that will be outstanding following the issuance of such Series of Refunding Notes is less than or equal to Maximum Annual Debt Service on all Notes Outstanding outstanding prior to the issuance of such Refunding Notes; and (B) that the requirements of Sections 3.02(a), (b), and (c) hereof are satisfied;
 - (iii) if any of the Notes to be refunded are to be redeemed prior to their stated maturity dates, irrevocable instructions to the Trustee to give the applicable notice of redemption or a waiver of the notice of redemption signed by the Holders of all or the portion of the Notes to be redeemed, or proof that such notice has been given by the Issuer; provided, however, that in lieu of such instructions or waiver or proof of notice of redemption, the Issuer may cause to be deposited with the Trustee all of the Notes proposed to be redeemed (whether canceled or uncanceled) with irrevocable instructions to the Trustee to cancel said Notes so to be redeemed upon the exchange and delivery of said Refunding Notes; and provided further that no provision of this Indenture shall be construed to require the redemption of Notes prior to their respective maturity dates in connection with the refunding thereof; and

- (iv) an Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with this Indenture and that such Series of Refunding Notes, when duly executed by the Issuer and authenticated and delivered by the Trustee, will be valid and binding obligations of the Issuer.
- (c) The proceeds of the sale of the Refunding Notes shall be applied by the Trustee according to the written direction of the Issuer to the retirement of the Outstanding Notes for the refunding of which said Refunding Notes are to be issued. All Notes purchased, redeemed or retired by use of funds received from the sale of Refunding Notes, and all Notes surrendered to the Trustee against the issuance of Refunding Notes, shall be forthwith canceled and shall not be reissued.

Section 3.05. Limitations on the Issuance of Obligations Payable From Collateral; Subordinate Obligations. The Issuer will not, so long as any of the Notes are Outstanding, issue any obligations or securities, howsoever denominated, payable in whole or in part from the Collateral except as set forth below:

- (a) "Notes" authorized pursuant to Sections 3.01 and 3.02 hereof;
- (b) "<u>Refunding Notes</u>" authorized pursuant to Section 3.04 hereof;
- (c) "<u>Subordinate Obligations</u>", provided that the following conditions to issuance or incurrence of such Subordinate Obligations are satisfied:
 - (i) such Subordinate Obligations have been duly and legally authorized by the Issuer for any lawful purpose;
 - (ii) no Event of Default shall have occurred and then be continuing (or the issuance of such Subordinate Obligations will cure any such Event of Default), as evidenced by the delivery to the Trustee of a Certificate of the Issuer to that effect; and
 - (iii) as and to the extent applicable, the Trustee is designated as paying agent or trustee for such Subordinate Obligations and the Issuer delivers to the Trustee a transcript of the proceedings providing for the issuance of such Subordinate Obligations (but the Trustee shall not be responsible for the validity or sufficiency of such proceedings or such Subordinate Obligations).
- (d) Calculation of Maximum Annual Debt Service With Respect to Notes. For purposes of this <u>Article III</u>, Maximum Annual Debt Service with respect to Notes shall be determined no later than the date of delivery of such Notes, and no earlier than the sixtieth (60th) day preceding the date of pricing or sale of such Notes, utilizing the assumptions set forth in the definition of Debt Service.

Section 3.06. Application of Proceeds. Proceeds of each Series of Notes shall be applied as specified in the Supplemental Indenture pursuant to which such Series of Notes is issued.

ARTICLE IV

REDEMPTION, TENDER AND PURCHASE OF NOTES

Section 4.01. Terms of Redemption, Tender and Purchase. Each Series of Notes may be made subject to redemption or mandatory or optional tender and purchase prior to their respective stated maturities, as a whole or in part, at such time or times, upon such terms and conditions and upon such notice and with such effect as may be provided in the Supplemental Indenture establishing the terms and provisions of such Series of Notes.

Section 4.02. Notice of Redemption. Unless otherwise specified in a Supplemental Indenture establishing the terms and provisions of a Series of Notes, each notice of redemption shall be mailed by the Trustee, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, to each Holder and the Repository. A copy of such notice shall also be provided to each of the Notice Parties with respect to Series of Notes to which such notice relates. Notice of redemption to the Holders, the Repository and the applicable Notice Parties shall be given by first class mail or by acceptable electronic means. Each notice of redemption shall state the date of such notice, the date of issue of the Series of Notes to which such notice relates, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number, if any, of the maturity or maturities, and, in the case of Notes to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Notes the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Note to be redeemed in part only, together with interest accrued thereon to the date fixed for redemption, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Notes be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Neither the Issuer nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Note or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Issuer nor the Trustee shall be liable for any inaccuracy in such CUSIP numbers.

Failure by the Trustee to give notice to any Notice Party or the Repository or failure of any Holder, any Notice Party or any Repository to receive notice or any defect in any such notice shall not affect the sufficiency or validity of the proceedings for redemption.

With respect to any notice of optional redemption of Notes delivered pursuant to this Section 4.02 or any provision of any Supplemental Indenture, unless, upon the giving of such notice, such Notes shall be deemed to have been paid within the meaning of Article X hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the principal of, and premium, if any, and interest on, such Notes to be redeemed, and that if such amounts are not so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Notes. The Issuer may also instruct the Trustee to provide conditional notice of optional redemption, which may be conditioned on the occurrence of any other event if such notice states that if such event does not occur said notice shall be of no force and effect and the Issuer shall not

be required to redeem such Notes. If such notice of optional redemption contains such a condition and such amounts are not so received or such event does not occur, the optional redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice to the Holders to the effect that such amounts were not so received or such event did not occur and such redemption was not made, such notice to be given by the Trustee in the manner in which the notice of redemption was given. Such failure to optionally redeem such Notes shall not constitute an Event of Default.

Any notice of optional redemption given pursuant to this <u>Section 4.02</u> may be rescinded by written notice given to the Trustee by the Issuer no later than five (5) Business Days prior to the date specified for redemption. The Trustee shall give notice of such rescission as soon thereafter as practicable in the same manner, and to the same Persons, as notice of such redemption was given pursuant to this <u>Section 4.02</u> hereof.

Section 4.03. Partial Redemption of Notes. Upon surrender of any Note redeemed in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Issuer, a new Note or Notes of authorized denominations, and of the same Series and maturity, equal in aggregate principal amount to the unredeemed portion of the Note surrendered.

Section 4.04. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Notes (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Notes (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the redemption date, interest on the Notes so called for redemption shall cease to accrue, said Notes (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture and the Holders of said Notes shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment and such funds are hereby pledged to such payment.

All Notes redeemed pursuant to the provisions of this Article shall be canceled upon surrender thereof.

ARTICLE V

COLLATERAL

Section 5.01. Pledge of Collateral

(a) So long as any Notes are Outstanding or Subordinate Obligations or or any other amounts payable hereunder remain unpaid, the Issuer covenants and agrees that the Issuer shall transfer to the Trustee an amount of Collateral required for the Trustee to make the transfers and deposits required to be made by the Trustee during such month by Sections 5.02 and 5.05 hereof. Notwithstanding the foregoing sentence, the Issuer shall not be required to make all or any portion of

such required transfer of Collateral in any month to the extent it has, no later than the last Business Day of the immediately preceding month, transferred to the Trustee for deposit in the Revenue Fund amounts other than Collateral in lieu of such required transfer of Collateral (or portion thereof). The Trustee shall forthwith deposit in a trust fund, designated as the "*Revenue Fund*," which fund the Trustee shall establish and maintain, all Collateral transferred to the Trustee by the Issuer for deposit therein, when and as received by the Trustee.

- (ii) As security for the payment of all amounts owing on the Notes and the Subordinate Obligations, in the amounts and with the priorities set forth herein and in the Notes, the Issuer hereby irrevocably pledges to the Trustee: (A) all Collateral; (B) all funds and accounts established hereunder (other than the Rebate Fund, any Letter of Credit Fund and any Purchase Fund) and all investments, money, instruments, and other property credited thereto or on deposit therein; and (C) all proceeds thereof, whether now existing or hereafter arising, subject to the provision of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture. This collateral shall immediately be subject to this pledge, and this pledge shall constitute a lien and security interest that immediately attaches to the collateral and is effective, binding and enforceable against the Issuer and all others asserting the rights therein, to the extent set forth, and in accordance with, this Indenture irrespective of whether those parties have notice of this pledge and without the need for any physical delivery, recordation, filing or further act.
- (iii) All Notes shall be of equal rank without preference, priority or distinction of any Notes over any other Notes. All Subordinate Obligations shall be of equal rank without preference, priority or distinction of any Subordinate Obligations over any other Subordinate Obligations.
- (iv) The Trustee shall hold all funds and accounts established hereunder (other than the Rebate Fund, any Letter of Credit Fund and any Purchase Fund), and all investments, money, instruments and other property credited thereto or on deposit therein, in trust for the benefit of the holders of the Notes and the Subordinate Obligations. Such property shall be applied solely as provided in this Indenture.
- (b) The Notes are limited obligations of the Issuer and are secured as to payment of both principal and interest, and any premium upon redemption thereof, exclusively from the Collateral pledged hereunder.

Section 5.02. Allocation of Collateral.

(a) So long as any Notes are Outstanding, or Subordinate Obligations, or any other amounts payable hereunder remain unpaid, in each month the Trustee shall set aside, the moneys in the Revenue Fund in the following respective funds (each of which the Trustee shall establish, maintain and hold in trust for the benefit of the Holders of the Notes and, as and to the extent applicable, Subordinate Obligations) in the following amounts, in

the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of Collateral sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority; provided that if any of the deposits or transfers requires more than one such deposit or payment and there are not then on deposit in the Revenue Fund sufficient moneys to make all such deposits and payments, then such deposits and payments shall be made pro rata (based on the total amount of such deposits and payments then due) to the extent of available moneys:

- Interest Fund. On or before April 15 and October 15 of each year that the Notes are outstanding, the Trustee shall set aside in the Interest Fund as soon as practicable in such month an amount equal to (A) the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Notes (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Notes or other source and reserved as capitalized interest to pay such interest), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Notes is on deposit in such fund. The Trustee shall not make a deposit into the Interest Fund with respect to any Notes if the amount contained therein is at least equal to the interest to become due and payable on the Interest Payment Dates falling within the next six months upon all of the Notes issued hereunder and then Outstanding. On April 15 and October 15 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Notes having interest payment dates other than April 15 and October 15) shall be transferred to the Issuer (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Notes or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates).
- (ii) Principal Fund; Sinking Accounts. On or before the principal due date with respect to the Notes, including the date when Mandatory Sinking Account Payments are due and payable, the Trustee shall set aside in the Principal Fund an amount equal to the aggregate principal amount of Note Obligation becoming due and payable on the Outstanding Notes; provided that if the Issuer certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in the Reserve Fund that would be in excess of the Reserve Requirement applicable to such Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid. All of the aforesaid deposits made in connection with future Mandatory Sinking Account Payments shall be made without priority of any payment over any other such payment.

If the Collateral is not sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Note Obligation to become due and payable on the Outstanding Serial Notes of all Series plus the Note Obligation amount of and redemption premium on the Outstanding Term Notes required to be redeemed or paid at maturity on such date, then such moneys shall be applied on a Proportionate

Basis and in such proportion as said Serial Notes and said Term Notes bear to each other, after first deducting for such purposes from said Term Notes any of said Term Notes required to be redeemed annually as have been redeemed or purchased during the preceding 12-month period and any of said Term Notes required to be redeemed semiannually as have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. If the Collateral is not sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts shall be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

The Trustee shall not make a deposit into the Principal Fund if such fund has (1) moneys sufficient to pay the Note Obligations of all Serial Notes issued hereunder and then Outstanding and maturing by their terms within the next 12 months, plus (2) moneys sufficient to pay the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Notes during such 12-month period; provided that if the Issuer certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in the Reserve Fund that would be in excess of the Reserve Requirement applicable to such Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than April 15 of each year, the Trustee shall request from the Issuer a Certificate of the Issuer setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On April 15 of each year or as soon as practicable thereafter, any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Notes having principal payment dates other than April 15) shall be transferred to the Issuer.

- (iii) Reserve Funds. Upon the occurrence of any deficiency in any Reserve Fund, the Trustee shall make a deposit to such Reserve Fund in an amount equal to $1/12^{th}$ the deficiency in each month, until the balance therein is at least equal to the applicable Reserve Requirement.
- (iv) Subordinate Obligations Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Subordinate Obligations Fund." After the transfers described in Sections 5.02(a)(i), (ii) and (iii) above have been made, the Trustee shall deposit in the Subordinate Obligations Fund in each month such amount as the Issuer shall specify in writing is necessary to make payments due and payable during the following month with respect to Subordinate Obligations then outstanding.

- (v) Fees and Expenses Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Fees and Expenses Fund." After the transfers described in Section 5.02(a)(i), (ii), (iii) and (iv) above have been made, the Trustee shall deposit in the Fees and Expenses Fund in each month the amounts necessary for payment of Fee and Expense Obligations owing in such month or the following month by the Issuer. The Issuer shall provide the Trustee with invoices relating to the payment of such amounts, in writing, at the beginning of each month.
- (b) Any Collateral remaining in the Revenue Fund after the foregoing transfers described in Section 5.02(a) hereof, except as the Issuer shall otherwise direct in writing or as is otherwise provided in a Supplemental Indenture, shall be transferred to the Issuer on the same Business Day or as soon as practicable thereafter. The Issuer may use and apply the Revenues when received by it for any lawful purpose of the Issuer, including the redemption of Notes upon the terms and conditions set forth in the Supplemental Indenture relating to such Notes and the purchase of Notes as and when and at such prices as it may determine.
- (c) If, five (5) days prior to any principal payment date, Interest Payment Date or mandatory redemption date the amounts on deposit in the Revenue Fund, the Interest Fund, the Principal Fund, including the Sinking Accounts therein, and, as and to the extent applicable, the Reserve Fund established in connection with a Series of Notes with respect to the payments to be made on such upcoming date are insufficient to make such payments, the Trustee shall notify the Issuer, in writing, of such deficiency and direct that the Issuer transfer the amount of such deficiency to the Trustee on or prior to such payment date. The Issuer hereby covenants and agrees to transfer to the Trustee from any Revenues in its possession the amount of such deficiency on or prior to the principal, interest or mandatory redemption date referenced in such notice.

Section 5.03. Application of Interest Fund. All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purposes of paying interest on the Notes as it shall become due and payable (including accrued interest on any Notes purchased or redeemed prior to maturity pursuant to this Indenture), or for reimbursing the Credit Enhancement Provider for a drawing for such purposes made on Credit Enhancement provided in the form of an irrevocable, direct-pay letter of credit. If amounts on deposit in the Interest Fund are not sufficient to pay in full all amounts payable from the Interest Fund, such amounts shall be applied pro-rata (based on the total amount on deposit in the Interest Fund and payments then due).

Section 5.04. Application of Principal Fund.

(a) All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purposes of paying the Note Obligation of the Notes when due and payable, except that all amounts in the Sinking Accounts shall be used and withdrawn by the Trustee solely to purchase or redeem or pay at maturity Term Notes, as provided herein, or for reimbursing the Credit Provider for a drawing for such purposes made on Credit Enhancement provided in the form of an irrevocable, direct-pay letter of credit. If amounts on deposit in the Principal Fund are not sufficient to pay in full all amounts payable from

the Principal Fund, such amounts shall be applied pro rata (based on the total amount on deposit in the Principal Fund and payments then due).

The Trustee shall establish and maintain within the Principal Fund a separate account for the Term Notes of each Series and maturity, designated as the "Sinking Account," inserting therein the Series and maturity designation of such Notes. On or before the Business Day prior to any date upon which a Mandatory Sinking Account Payment is due, the Trustee shall transfer the amount of such Mandatory Sinking Account Payment (being the principal thereof, in the case of Current Interest Notes, and the Accreted Value, in the case of Capital Appreciation Notes) from the Principal Fund to the applicable Sinking Account. With respect to each Sinking Account, on each Mandatory Sinking Account Payment date established for such Sinking Account, the Trustee shall apply the Mandatory Sinking Account Payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Notes of such Series and maturity for which such Sinking Account was established, in the manner provided in this Indenture or the Supplemental Indenture pursuant to which such Series of Notes was created; provided that, at any time prior to giving such notice of such redemption, the Trustee shall, upon receipt of a Request of the Issuer, apply moneys in such Sinking Account to the purchase of Term Notes of such Series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as is directed by the Issuer, except that the purchase price (excluding accrued interest, in the case of Current Interest Notes) shall not exceed the principal amount or Accreted Value thereof. If, during the 12-month period (or six-month period with respect to Notes having semi-annual Mandatory Sinking Account Payments) immediately preceding said Mandatory Sinking Account Payment date, the Trustee has purchased Term Notes of such Series and maturity with moneys in such Sinking Account, or, during said period and prior to giving said notice of redemption, the Issuer has deposited Term Notes of such Series and maturity with the Trustee, or Term Notes of such Series and maturity were at any time purchased or redeemed by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Term Notes so purchased or deposited or redeemed shall be applied, to the extent of the full principal amount thereof, to reduce said Mandatory Sinking Account Payment. All Term Notes purchased or deposited pursuant to this paragraph shall be cancelled by the Trustee and destroyed by the Trustee and a certificate of destruction shall be delivered to the Issuer by the Trustee. Any amounts remaining in a Sinking Account on April 1 of each year following the redemption as of such date of the Term Notes for which such account was established shall be withdrawn by the Trustee and transferred as soon as practicable to the Issuer to be used for any lawful purpose. All Term Notes purchased from a Sinking Account or deposited by the Issuer with the Trustee in a 12–month period ending February 28 or 29, as applicable, (or in a six-month period ending February 28 or 29, as applicable, or August 31 with respect to Notes having semi-annual Mandatory Sinking Account Payments) and purchased prior to the giving of notice by the Trustee for redemption from Mandatory Sinking Account Payments for such period shall be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series and maturity of Term Notes, if any, occurring on the next April 15 or October 15, then as a credit against such future Mandatory Sinking Account Payments for such Series and maturity of Term Notes as may be specified in a Request of the Issuer. All Term Notes redeemed by the Trustee

from the Redemption Fund shall be credited to such future Mandatory Sinking Account Payments for such Series and maturity of Term Notes as may be specified in a Request of the Issuer.

Section 5.05. Establishment, Funding and Application of Reserve Funds.

- (a) If a reserve fund is established pursuant to a Supplemental Indenture, the Trustee shall establish, maintain and hold in trust such Reserve Fund for the benefit of the Holders of the Notes for which such reserve fund was established. Any such Reserve Fund shall comply with the requirements set forth in Sections 5.05(c) through (g) below.
- (b) The Issuer may at its sole discretion at the time of issuance of any Series of Notes or at any time thereafter by Supplemental Indenture provide for the establishment of a Reserve Fund as additional security for a Series of Notes. Any Reserve Fund so established by the Issuer shall be available to secure one or more Series of Notes as the Issuer shall determine and shall specify in the Supplemental Indenture establishing such Reserve Fund. Any Reserve Fund established by the Issuer shall be held by the Trustee and shall comply with the requirements set forth in Sections 5.05(c) through (g) below.
- In lieu of making the Reserve Requirement deposit applicable to one or more Series of Notes in cash or in replacement of moneys then on deposit in the Reserve Fund (which shall be transferred by the Trustee to the Issuer), or in substitution of any Reserve Facility comprising part of the Reserve Requirement relating to one or more Series of Notes, the Issuer may, at any time and from time to time, deliver to the Trustee an irrevocable letter of credit issued by a financial institution having unsecured debt obligations rated at the time of delivery of such letter of credit in one of the two highest Rating Categories of Moody's and S&P, in an amount, that, together with cash, Investment Securities or other Reserve Facilities, as described in Section 5.05(d) hereof, then on deposit in the Reserve Fund, will equal the applicable Reserve Requirement. Such letter of credit shall have a term no less than three years or, if less, no less than the final maturity of the Notes in connection with which such letter of credit was obtained and shall provide by its terms that it may be drawn upon as provided in this <u>Section 5.05</u>. At least one year prior to the stated expiration of such letter of credit, the Issuer shall either (i) deliver a replacement letter of credit; (ii) deliver an extension of the letter of credit for at least one additional year or, if less, no less than the final maturity date of the Notes in connection with which such letter of credit was obtained; or (iii) deliver to the Trustee a Reserve Facility satisfying the requirements of Section 5.05(d) hereof. Upon delivery of such replacement Reserve Facility, the Trustee shall deliver the then-effective letter of credit to or upon the order of the Issuer. If the Issuer fails to deposit a replacement Reserve Facility with the Trustee, the Issuer shall immediately commence to make monthly deposits with the Trustee so that an amount equal to the applicable Reserve Requirement will be on deposit in the Reserve Fund no later than the stated expiration date of the letter of credit. If an amount equal to the applicable Reserve Requirement as of the date following the expiration of the letter of credit is not on deposit in the Reserve Fund one week prior to the expiration date of the letter of credit (excluding from such determination the letter of credit), the Trustee shall draw on the letter of credit to fund the deficiency resulting therefrom in the Reserve Fund.

- In lieu of making a Reserve Requirement deposit in cash or in replacement of moneys then on deposit in the Reserve Fund (which shall be transferred by the Trustee to the Issuer) or in substitution of any Reserve Facility comprising part of a Reserve Requirement for any Notes, the Issuer may, at any time and from time to time, deliver to the Trustee a surety Note or an insurance policy in an amount which, together with moneys, Investment Securities, or other Reserve Facilities then on deposit in the Reserve Fund, is no less than the applicable Reserve Requirement. Such surety Note or insurance policy shall be issued by an insurance company whose unsecured debt obligations (or for which obligations secured by such insurance company's insurance policies) are rated at the time of delivery in one of the two highest Rating Categories of Moody's and S&P. Such surety Note or insurance policy shall have a term of no less than the final maturity of the Notes in connection with which such surety Note or insurance policy is obtained. If such surety Note or insurance policy for any reason lapses or expires, the Issuer shall immediately implement Section 5.05(c)(i) or (iii) hereof or make the twelve (12) equal monthly deposits to the Reserve Fund so that the Reserve Fund is replenished to the required level after a year.
- Subject to Section 5.05(g) hereof, all amounts in the Reserve Fund (including all amounts which may be obtained from a Reserve Facility on deposit in the Reserve Fund) shall be used and withdrawn by the Trustee, as hereinafter provided: (i) for the purpose of making up any deficiency in the Interest Fund or the Principal Fund relating to the Notes of the Series to which the Reserve Fund relates; or (ii) together with any other moneys available therefor, (A) for the payment or redemption of all Notes then Outstanding of the Series to which the Reserve Fund relates; (B) for the defeasance or redemption of all or a portion of the Notes then Outstanding of the Series to which the Reserve Fund relates; provided, however, that if funds on deposit in the Reserve Fund are applied to the defeasance or redemption of a portion of the Series of Notes to which the Reserve Fund relates, the amount on deposit in the Reserve Fund immediately subsequent to such partial defeasance or redemption shall equal the Reserve Requirement applicable to all Notes of such Series Outstanding immediately subsequent to such partial defeasance or redemption; or (C) for the payment of the final principal and interest payment of the Notes of such Series. Unless otherwise directed in a Supplemental Indenture establishing the terms and provisions of a Series of Notes, the Trustee shall apply amounts held in cash or Investment Securities in the Reserve Fund prior to applying amounts held in the form of Reserve Facilities in the Reserve Fund, and if there is more than one Reserve Facility being held on deposit in the Reserve Fund, shall, on a pro rata basis with respect to the portion of such Reserve Fund held in the form of a Reserve Facility (calculated by reference to the maximum amount of such Reserve Facility), draw under each Reserve Facility issued with respect to such Reserve Fund, in a timely manner and pursuant to the terms of such Reserve Facility to the extent necessary to obtain sufficient funds on or prior to the date such funds are needed to pay the Note Obligation of, Mandatory Sinking Account Payments with respect to, and interest on the Notes of the Series to which such Reserve Fund relates when due. If the Trustee has notice that any payment of principal of or interest on a Note has been recovered from a Holder pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee, pursuant to the terms of, and if so provided by, the terms of the Reserve Facility, if any, securing the Notes of such Series, shall so notify the

issuer thereof and draw on such Reserve Facility to the lesser of the extent required or the maximum amount of such Reserve Facility to pay to such Holders the principal and interest so recovered.

- The Trustee shall notify the Issuer of any deficiency in the Reserve Fund (f) (i) due to a withdrawal from the Reserve Fund for purposes of making up any deficiency in the Interest Fund or the Principal Fund relating to the Notes of the Series to which the Reserve Fund relates, or (ii) resulting from a valuation of Investment Securities held on deposit in the Reserve Fund pursuant to Section 5.11 hereof and request that the Issuer replenish such deficiency or repay any and all obligations due and payable under the terms of any Reserve Facility comprising part of any Reserve Requirement. Upon receipt of such notification from the Trustee, the Issuer shall transfer to the Trustee, for deposit in the applicable Reserve Fund, Collateral in an amount equal to one-twelfth of the aggregate amount of each unreplenished prior withdrawal from the Reserve Fund or decrease resulting from a valuation pursuant to Section 5.11 hereof and shall further transfer to the Trustee, for transfer by the Trustee to each Reserve Facility Provider providing a Reserve Facility satisfying a portion of the Note Reserve Requirement relating to the Notes of the Series to which the Reserve Fund relates, Collateral in an amount equal to one-twelfth of the aggregate amount of any unreplenished prior withdrawal on such Reserve Facility, such amount to be transferred by the Trustee commencing with the month following the Issuer's receipt of notification from the Trustee of withdrawal or decrease resulting from a valuation, as applicable, until the balance on deposit in the Reserve Fund is at least equal to the applicable Reserve Requirement.
- (g) Unless the Issuer shall otherwise direct in writing, any amounts in the Reserve Fund in excess of the applicable Reserve Requirement shall be transferred by the Trustee to the Issuer on the Business Day following February 28 or 29, as applicable, of each year; provided that such amounts shall be transferred only from the portion of the Reserve Fund held in the form of cash or Investment Securities. In addition, amounts on deposit in the Reserve Fund shall be transferred by the Trustee to the Issuer (i) upon the defeasance, retirement or refunding of Notes of the Series to which such Reserve Fund relates; provided that such transfer shall not be made unless (A) immediately thereafter all of the Notes to which the Reserve Fund relates shall be deemed to have been paid pursuant to Article X hereof, or (B) the amount remaining in the Reserve Fund after such transfer shall not be less than the applicable Reserve Requirement; or (ii) upon the replacement of cash on deposit in the Reserve Fund with one or more Reserve Facilities in accordance with Section 5.05(c) or (d) hereof, subject in the case of both clauses (i) and (ii) to the requirements of the applicable Tax Certificate.

Section 5.06. Application of Subordinate Obligations Fund. All moneys in the Subordinate Obligations Fund shall be used and withdrawn by the Trustee to pay Subordinate Obligations as such amounts become due and payable. If amounts on deposit in the Subordinate Obligations Fund are not sufficient to pay in full all amounts payable from the Subordinate Obligations Fund, such amounts shall be applied pro rata (based on the total amount on deposit in the Subordinate Obligations Fund and payments then due).

Section 5.07. Notice Regarding Balance of Funds Available to Pay the Notes. On the 75th day prior to the maturity date of the Notes, the Trustee shall give written notice to the Issuer as to the amount of funds on deposit in the Principal Fund and the Interest Fund available to pay the principal of and accrued interest on the Notes on the date of their maturity.

Section 5.08. Application of Redemption Fund. The Trustee shall establish, maintain and hold in trust a special fund designated as the "Redemption Fund." All moneys deposited by the Issuer with the Trustee for the purpose of optionally redeeming Notes of any Series shall, unless otherwise directed by the Issuer, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of redeeming Notes of such Series and maturity as shall be specified by the Issuer in a Request to the Trustee, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which the Series of Notes was created; provided that, at any time prior to giving such notice of redemption, the Trustee shall, upon receipt of a Request of the Issuer, apply such amounts to the purchase of Notes at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding, in the case of Current Interest Notes, accrued interest, which is payable from the Interest Fund) as is directed by the Issuer, except that the purchase price (exclusive of any accrued interest) may not exceed the Redemption Price or Accreted Value then applicable to such Notes. All Term Notes purchased or redeemed from the Redemption Fund shall be allocated to Mandatory Sinking Account Payments applicable to such Series and maturity of Term Notes as may be specified in a Request of the Issuer.

Section 5.09. Rebate Fund.

- Upon receipt of funds identified in writing by the Issuer to the Trustee to be (a) applied to the Rebate Requirement, the Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the "Rebate Fund". Within the Rebate Fund, the Trustee shall maintain such accounts as shall be necessary in order to comply with the terms and requirements of each Tax Certificate as directed in writing by the Issuer. Subject to the transfer provisions provided in Section 5.09(c) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the federal government of the United States of America, and neither the Trustee nor any Holder nor any other Person shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Indenture and by the applicable Tax Certificate. The Issuer hereby covenants to comply with the directions contained in, each Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Issuer delivered to the Trustee pursuant to each Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 5.09(a) if it follows such instructions of the Issuer, and the Trustee shall have no liability or responsibility to enforce compliance by the Issuer with the terms of any Tax Certificate nor to make computations in connection therewith.
- (b) Pursuant to each Tax Certificate, an amount shall be deposited in the Rebate Fund by the Issuer so that the balance of the amount on deposit thereto shall be equal to

the Rebate Requirement applicable to the Series of Notes to which such Tax Certificate relates. Computations of each Rebate Requirement shall be furnished by or on behalf of the Issuer to the Trustee in accordance with the applicable Tax Certificate.

- (c) The Trustee shall invest all amounts held in the Rebate Fund, pursuant to written instructions of the Issuer, in Investment Securities, subject to the restrictions set forth in the applicable Tax Certificate. Money shall not be transferred from the Rebate Fund except as provided in Section 5.09(d) below.
- (d) Upon receipt of Rebate Instructions, the Trustee shall remit part or all of the balances in the Rebate Fund to the United States of America, as so directed. In addition, if the Rebate Instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as directed by the Rebate Instructions. Any funds remaining in the Rebate Fund after redemption and payment of all of a Series of Notes and payment and satisfaction of any Rebate Requirement applicable to such Series of Notes, shall be withdrawn and remitted to the Issuer in accordance with a Request of the Issuer.
- (e) Notwithstanding any other provision of this Indenture, including in particular Article X thereof, the obligation to remit the Rebate Requirement applicable to each Series of Notes to the federal government of the United States of America and to comply with all other requirements of this Section and each Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 5.10. Investment in Funds and Accounts. All moneys in any of the funds and accounts held by the Trustee or established pursuant to this Indenture (including any Project Fund held by the Trustee) shall be invested, as directed by the Issuer, solely in Investment Securities. All Investment Securities shall, as directed by the Issuer in writing be acquired subject to the limitations set forth in Section 6.08 hereof, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Issuer. If and to the extent the Trustee does not receive investment instructions from the Issuer with respect to the moneys in the funds and accounts held by the Trustee pursuant to this Indenture, such moneys shall be invested in Investment Securities described in clause (b)(iii) of the definition thereof and the Trustee shall thereupon request investment instructions from the Issuer for such moneys.

Moneys in any Reserve Fund shall be invested in Investment Securities maturing in not more than five years, or having a put option or demand option providing funds upon request for the purpose of payment of the Notes to which such Reserve Fund relates as provided herein. Moneys in the remaining funds and accounts shall be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Trustee.

Unless otherwise provided in a Supplemental Indenture establishing the terms and provisions of a Series of Notes or a Request of the Issuer delivered to the Trustee: (a) all interest, profits and other income received from the investment of moneys in the Interest Fund representing accrued interest or capitalized interest shall be retained in the Interest Fund; (b) all interest, profits

and other income received from the investment of moneys in the Reserve Fund shall be retained in such Reserve Fund to the extent of any deficiency therein, and otherwise shall be transferred to the Project Fund established in connection with the Series of Notes to which the Reserve Fund relates, if any, until such time as such Project Fund shall be closed, and then shall be transferred to the Revenue Fund; (c) all interest, profits and other income received from the investment of moneys in a Costs of Issuance Fund shall be retained in such Costs of Issuance Fund until such time as such Costs of Issuance Fund is closed, and any earnings received on a Costs of Issuance Fund subsequent to the closure of such Costs of Issuance Fund shall be transferred to the Revenue Fund; (d) all interest, profits and other income received from the investment of moneys in a Project Fund shall be retained in such Project Fund, unless the Issuer shall direct that such earnings be transferred to the Rebate Fund; (e) all interest, profits and other income received from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund, except as otherwise provided in Section 5.09 hereof; (f) all interest, profits and other income received from the investment of moneys in any Letter of Credit Fund or Purchase Fund shall be retained in such Letter of Credit Fund or Purchase Fund, as applicable; and (g) all interest, profits and other income received from the investment of moneys in any other fund or account shall be transferred to the Revenue Fund. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

All Investment Securities credited to any Reserve Fund shall be valued (at market value) as of April 15 and October 15 of each year (or the next succeeding Business Day if such day is not a Business Day), such market value to be determined by the Trustee in the manner then currently employed by the Trustee or in any other manner consistent with corporate trust industry standards. Notwithstanding anything to the contrary herein, in making any valuations of investments hereunder, the Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture (except the Rebate Fund, any Letter of Credit Fund and any Purchase Fund) into a separate fund or funds for investment purposes only; provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee may act as principal or agent in the making or disposing of any investment and, with the prior written consent of the Issuer, may impose its customary charge therefor. The Trustee may sell consistent with the Trustee's customary trading practice, or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited. The Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance herewith.

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive brokerage confirmations of security transactions as they occur, the Issuer will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VI

COVENANTS OF THE ISSUER

Section 6.01. Punctual Payments. The Issuer shall punctually pay or cause to be paid the principal or Redemption Price of and interest on all the Notes, in strict conformity with the terms of the Notes and of this Indenture, according to the true intent and meaning thereof, and shall punctually pay or cause to be paid all Mandatory Sinking Account Payments, but in each case the Issuer shall not be required to advance any moneys for such purpose other than the Collateral as provided in this Indenture. The Issuer shall punctually pay or cause to be paid all Subordinate Obligations.

Section 6.02. Extension of Payment of Notes. The Issuer shall not directly or indirectly extend or assent to the extension of the maturity of any of the Notes or the time of payment of any Notes or claims for interest by the purchase or funding of such Notes or claims for interest or by any other arrangement and in case the maturity of any of the Notes or the time of payment of any such claims for interest shall be extended, such Notes or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Notes then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Issuer to issue Notes for the purpose of refunding any Outstanding Notes, and such issuance shall not be deemed to constitute an extension of maturity of Notes.

Section 6.03. Waiver of Laws. The Issuer shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension of law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Notes, and all benefit or advantage of any such law or laws is hereby expressly waived by the Issuer to the extent permitted by law.

Section 6.04. Further Assurances. The Issuer shall make, execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Holders of the Notes and Subordinate Obligations of the rights and benefits provided in this Indenture.

Section 6.05. Against Encumbrances. The Issuer shall not create any pledge, lien or charge upon any of the Collateral or any portion thereof having priority over or having parity with the lien of the Notes or the Subordinate Obligations.

Section 6.06. Accounting Records and Financial Statements.

(a) The Issuer shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries shall be made of all transactions relating to the Revenues. Such books of record and account shall be available for inspection by the Trustee (who shall have no duty or obligation to so inspect) at reasonable hours and under reasonable circumstances.

[The Issuer shall furnish the Trustee, within 210 days after the end of each Fiscal Year, the financial statements of the Issuer for such Fiscal Year, together with the report of an independent certified public accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles and that such accountant's examination of the financial statements was performed in accordance with generally accepted auditing standards and a Certificate of an Authorized Representative stating that no event that constitutes an Event of Default or that with the giving of notice or the passage of time or both would constitute an Event of Default has occurred and is continuing as of the end of such Fiscal Year, or specifying the nature of such event and the actions taken and proposed to be taken by the Issuer to cure such default. Thereafter, a copy of such financial statements shall be furnished to any Holder upon written request to the Issuer, which copy of the financial statements may, at the sole discretion of the Issuer, be provided by means of posting such financial statements on an internet site that provides access to the Holders. The Trustee shall have no duty or obligation to review such financial statements or the report of the independent certified public accountant.]¹

Section 6.07. Application of Collateral.

- (a) The Issuer shall transmit the Collateral to the Trustee as provided in Sections 5.01 and 5.05 hereof. Collateral received by the Trustee shall be applied and transferred as provided in Sections 5.02 and 5.05 hereof; provided that, during the continuance of an Event of Default, any Collateral received by the Trustee shall be applied as set forth in Section 7.02 hereof.
- (b) The Issuer shall separately account for all Collateral and provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances.

Section 6.08. Tax Covenants. The Issuer shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code; provided that, prior to the issuance of any Series of Notes, the Issuer may exclude the application of the covenants contained in this Section 6.08 and Section 5.09 hereof to such Series of Notes. Without limiting generality of the foregoing, the Issuer shall comply with the Tax Certificate relating to each Series of Notes. If at any time the Issuer is of the opinion that for purposes of this Section 6.08 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Issuer shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Without limiting the generality of the foregoing, the Issuer shall pay, or cause to be paid, from time to time all amounts required to be rebated to the federal government of the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Notes from time to time. The Issuer shall pay or cause to be paid to the federal government of the United States of America the Rebate Requirement with

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respect to each Series of Notes at the times and in the amounts determined under and as described in the Tax Certificate executed and delivered in connection with such Series of Notes.

Notwithstanding any provision of this <u>Section 6.08</u>, <u>Section 5.09</u> hereof and any Tax Certificate, if the Issuer receives an Opinion of Bond Counsel to the effect that any action required under this <u>Section 6.08</u>, <u>Section 5.09</u> hereof or any Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Notes pursuant to Section 103 of the Code, the Issuer and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

Notwithstanding any provisions of this Indenture, including particularly <u>Article X</u> hereof, the covenants and obligations set forth in this <u>Section 6.08</u> shall survive the defeasance of the Notes or any Series thereof.

Section 6.09. Continuing Disclosure. Upon the issuance of any Series of Notes requiring an undertaking regarding continuing disclosure under Rule 15c2-12, the Issuer shall comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed and delivered in connection with such Series of Notes. Notwithstanding any other provision of this Indenture or any Supplemental Indenture to the contrary, failure of the Issuer to comply with the provisions of any Continuing Disclosure Agreement shall not be considered an Event of Default; provided, however that the Trustee shall, at the written request of any Participating Underwriter or of the Holders of at least 25% aggregate principal amount of any Series of Notes then Outstanding (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges and fees of the Trustee whatsoever, including, without limitation, reasonable fees and expenses of its attorneys), or any Holder or beneficial owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 6.09.

Section 6.10. Annual Budgets. For each Fiscal Year the Issuer shall adopt a budget that is balanced in accordance with the laws of the State applicable to the Issuer and that incorporates the payment of all amounts with respect to the obligations of the Issuer scheduled to become due in such Fiscal Year.

Section 6.11. Standby Bond Purchase Agreement. The Issuer shall comply in all material respects with its obligations under the Standby Bond Purchase Agreement unless expressly waived by OCLTA. The Issuer shall submit to OCLTA a Notice of Purchase as provided in the Standby Bond Purchase Agreement no later than 75 days prior to the date that principal is due and payable with respect to the Notes requesting the OCLTA purchase OCTA Bonds in a principal amount equal to the difference between the amount currently on deposit in the Principal Fund and the Interest Fund and the Outstanding principal of and accrued interest on the Notes that is due and payable.

Section 6.12. Compliance With Laws. The Issuer shall carry out its function as a regional transportation authority in compliance with all applicable laws, regulations, and lawful orders of any governmental agency or authority having jurisdiction.

Section 6.13. Payment of Taxes and Charges. The Issuer shall, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon any part of its operations, when the same become due, as well as any lawful claim for labor, materials or supplies that, if unpaid, might by law become a lien or charge upon the Collateral, or which might impair the security of the Notes or any Subordinate Obligations. Notwithstanding the foregoing, the Issuer need not pay or discharge any tax, assessment or other governmental charge, or claim for labor, material or supplies, if and, so long as the Issuer is contesting the validity or application thereof in good faith.

Section 6.14. TIFIA Loan Agreement. The Issuer shall comply in all material respects with its obligations under the TIFIA Loan Agreement. The Issuer shall only use the proceeds of the Notes to pay for "Eligible Project Costs" as defined in the TIFIA Loan Agreement. The Issuer shall submit a request to draw under the TIFIA Loan Agreement no later than 90 days prior to the date that the principal and accrued interest is due and payable with respect to the Notes in an amount equal to the difference between the amount then on deposit in the Principal Fund and Interest Fund and the principal amount of and accrued interest on the Notes that is due and payable.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default. The following events shall be Events of Default:

- (a) default in the due and punctual payment of the principal or Redemption Price of any Note when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise, or default in the redemption from any Sinking Account of any Notes in the amounts and at the times provided therefor;
- (b) default in the due and punctual payment of any installment of interest on any Note when and as such interest installment shall become due and payable;
- (c) the Issuer fails to observe or perform any covenant, condition, agreement or provision in this Indenture on its part to be observed or performed, other than as referred to in Section 7.01(a) or (b) above, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Issuer by the Trustee or by any Credit Enhancement Provider; except that, if such failure can be remedied but not within such 60-day period and if the Issuer has taken all action reasonably possible to remedy such failure within such 60-day period, such failure shall not become an Event of Default for so long as the Issuer diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;
- (d) if the Issuer files a voluntary bankruptcy or commences any similar proceeding under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to

pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

- (e) if a court of competent jurisdiction enters an order, judgment or decree declaring the Issuer insolvent, or adjudging it bankrupt, or ordering relief under any applicable bankruptcy or insolvency law, or appointing a trustee or receiver of the Issuer, or approving a bankruptcy petition filed against the Issuer under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof;
- (f) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Issuer or of the Collateral, and such custody or control is not terminated within sixty (60) days from the date of assumption of such custody or control; or
 - (g) any Event of Default designated as such in a Supplemental Indenture.

Section 7.02. Application of the Collateral and Other Funds After Default; No Acceleration. If an Event of Default occurs and is continuing, the Issuer shall immediately transfer to the Trustee all Collateral held by it and the Trustee shall apply all Collateral and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (excluding the Rebate Fund, any Letter of Credit Fund and any Purchase Fund and except as otherwise provided in this Indenture) as follows and in the following order:

- (a) to the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Notes , including the costs and expenses of the Trustee and the Noteholders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Indenture;
- (b) to the payment of the whole amount of Note Obligation then due on the Notes (upon presentation of the Notes to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture (including Section 9.02 hereof), with interest on such Note Obligation, at the rate or rates of interest borne by the respective Notes, to the payment to the persons entitled thereto of all installments of interest then due and the unpaid principal or Redemption Price of any Notes that have become due, whether at maturity, by call for redemption or otherwise, in the order of their due dates, with interest on the overdue Note Obligation at the rate borne by the respective Notes, and, if the amount available is not sufficient to pay in full all the Notes due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal or Accreted Value (plus accrued interest) or other amounts due on such date to the persons entitled thereto, without any discrimination or preference;

- (c) to the payment of Subordinate Obligations; provided that if the amount available shall not be sufficient to pay in full all Subordinate Obligations due on any date, then to the payment thereof ratably, according to the amounts due on such date to the persons entitled thereto, without any discrimination or preference; and
 - (d) to the payment of all other obligations payable hereunder.

Notwithstanding anything to the contrary contained herein, in no event are the Notes subject to acceleration if an Event of Default occurs and is continuing except that Liquidity Facility Notes are subject to acceleration as set forth in the Liquidity Facility.

Section 7.03. Trustee To Represent Noteholders. The Trustee is hereby irrevocably appointed (and the successive respective Holders of the Notes, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Notes for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Notes, this Indenture, the Law and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Noteholders, the Trustee in its discretion may, and, with respect to any Series of Notes for which a Credit Enhancement has been provided, upon the written request of the Credit Enhancement Provider providing such Credit Enhancement, or if such Credit Enhancement Provider is then failing to make a payment required pursuant to such Credit Enhancement, upon the written request of the Holders of not less than a majority in aggregate amount of Note Obligation of the Notes then Outstanding, and upon being indemnified to its satisfaction therefor, shall proceed to protect or enforce its rights or the rights of such Holders by such appropriate action, suit, mandamus or other proceedings as it deems most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Holders under this Indenture, the Law or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Collateral and other assets pledged under this Indenture, pending such proceedings; provided, however, that, with respect to any Series of Notes for which a Credit Enhancement has been provided, the Trustee may only act with the consent of the Credit Enhancement Provider providing such Credit Enhancement. All rights of action under this Indenture or the Notes or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Holders of such Notes, subject to the provisions of this Indenture (including Section 7.05 hereof).

Section 7.04. Noteholders' Direction of Proceedings. Notwithstanding anything in this Indenture to the contrary (except provisions relating to the rights of a Credit Enhancement Provider to direct proceedings as set forth in Section 7.10 hereof), the Holders of a majority in aggregate amount of Note Obligation of the Notes then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder; provided that (a) such direction shall not be otherwise

than in accordance with law and the provisions of this Indenture, (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction, and (c) the Trustee shall have the right to decline to follow any such direction that in the opinion of the Trustee would be unjustly prejudicial to Noteholders not parties to such direction.

Section 7.05. Limitation on Noteholders' Right to Sue. No Holder of any Note shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Law or any other applicable law with respect to such Note, unless: (a) such Holder has given the Trustee written notice of the occurrence of an Event of Default; (b) the Holders of not less than a majority in aggregate amount of Note Obligation of the Notes then Outstanding have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Holder or said Holders have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee has refused or omitted to comply with such request for a period of sixty (60) days after such written request is been received by, and said tender of indemnity has been made to, the Trustee; provided, however, that the written consent of a Credit Enhancement Provider providing a Credit Enhancement with respect to a Series of Notes is required if the Credit Enhancement with respect to such Series of Notes is in full force and effect and if the Credit Enhancement Provider providing such Credit Enhancement is not then failing to make a payment as required in connection therewith.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Notes of any remedy hereunder or under law; it being understood and intended that no one or more Holders of Notes have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Holders of Notes, or to enforce any right under this Indenture, the Law or other applicable law with respect to the Notes, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Holders of the Outstanding Notes, subject to the provisions of this Indenture.

Section 7.06. Absolute Obligation of the Issuer. Nothing in Section 7.05 hereof or in any other provision of this Indenture, or in the Notes, shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal or Redemption Price of and interest on the Notes to the respective Holders of the Notes at their respective dates of maturity, or upon call for redemption, as herein provided, and other amounts payable under this Indenture, but only out of the Collateral and other assets herein pledged therefor, or affect or impair the right of such Holders, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Notes.

Section 7.07. Termination of Proceedings. In case any proceedings taken by the Trustee, any Credit Enhancement Provider or any one or more Noteholders on account of any Event of Default are discontinued or abandoned for any reason or have been determined adversely to the Trustee, any Credit Enhancement Provider or the Noteholders, then in every such case the Issuer, the Trustee, each Credit Enhancement Provider and the Noteholders, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and

respectively, and all rights, remedies, powers and duties of the Issuer, the Trustee, each Credit Enhancement Provider and the Noteholders shall continue as though no such proceedings had been taken.

Section 7.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee, to any Credit Enhancement Provider or to the Holders of the Notes is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.09. No Waiver of Default. No delay or omission of the Trustee, any Credit Enhancement Provider or of any Holder of the Notes to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee, to any Credit Enhancement Provider or to the Holders of the Notes may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by Trustee or by any Credit Enhancement Provider or by the Noteholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.10. Credit Enhancement Provider Directs Remedies Upon Event of Default. Anything in this Indenture or any Supplemental Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default as defined herein, the Credit Enhancement Provider then providing Credit Enhancement for any Series of Notes shall be entitled to control and direct the enforcement of all rights and remedies granted to the Holders of the Notes secured by such Credit Enhancement or granted to the Trustee for the benefit of the Holders of the Notes secured by such Credit Enhancement; provided that the Credit Enhancement Provider's consent shall not be required as otherwise provided herein if such Credit Enhancement Provider is in default of any of its payment obligations as set forth in the Credit Enhancement provided by such Credit Enhancement Provider.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Appointment, Duties Immunities and Liabilities of Trustee.

(a) U.S. Bank National Association is hereby appointed as Trustee under this Indenture and hereby accepts the trust imposed upon it as Trustee hereunder and agrees to perform all the functions and duties of the Trustee hereunder, subject to the terms and conditions set forth in this Indenture. The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default that may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (that has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and

skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

- (b) The Issuer may remove the Trustee at any time unless an Event of Default has occurred and is then continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Holders of not less than a majority in aggregate amount of Note Obligation of the Notes then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee ceases to be eligible in accordance with Section 8.01(e) below, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and each Credit Enhancement Provider then providing a Credit Enhancement for any Series of Notes, and thereupon appointing a successor Trustee by an instrument in writing.
- (c) The Trustee may at any time resign by giving written notice of such resignation to the Issuer and each Credit Enhancement Provider then insuring any Series of Notes and by giving the Noteholders notice of such resignation by mail at the addresses shown on the registration books maintained by the Trustee. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor Trustee by an instrument in writing.
- (d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee is appointed and has accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Holder (on behalf of himself and all other Holders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Issuer, each Credit Enhancement Provider then insuring any Series of Notes and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Issuer or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture. The predecessor Trustee shall promptly pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Issuer shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment

by a successor Trustee as provided in this paragraph, the Issuer shall give notice of the succession of such Trustee to the trusts hereunder by mail to the Holders at the addresses shown on the registration books maintained by the Trustee. If the Issuer fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Issuer.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a trust company, national banking association or bank having the powers of a trust company that (i) has (or, if such trust company, national banking association or bank is a member of a bank holding company system, the related bank holding company has) a combined capital and surplus of at least \$100,000,000; and (ii) is subject to supervision or examination by federal or state authority. If such trust company, national banking association, bank or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purpose of this paragraph the combined capital and surplus of such trust company, national banking association or bank shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If, at any time, the Trustee ceases to be eligible in accordance with the provisions of this Section 8.01(e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 8.02. Accounting Records and Monthly Statements. The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions of the Trustee relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Notes, including proceeds of each Series of Notes and moneys derived from, pledged to, or to be used to make payments on each Series of Notes. Such records shall specify the account or fund to which each deposit and each investment (or portion thereof) held by the Trustee is allocated and shall set forth, in the case of each investment security, (a) its purchase price; (b) identifying information, including par amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be, including accrued interest; (d) the amounts and dates of any payments made with respect thereto; and (e) the dates of acquisition and disposition or maturity. The Trustee shall furnish the Issuer a monthly statement that includes a summary of all deposits and all investment transactions made by the Trustee related to. each Series of Notes then Outstanding, such statement to be provided to the Issuer no later than the fifth Business Day of the month following the month to which such statement relates, the first such monthly statement to be provided by the fifth Business Day of the month immediately following the month in which the Series 2021 Notes are delivered by the Trustee pursuant to the provisions of this Indenture.

Section 8.03. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it is a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company is eligible under <u>Section 8.01(e)</u> hereof, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.04. Liability of Trustee.

- The recitals of facts herein and in the Notes contained shall be taken as statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same (other than the certificate of authentication of the Trustee on each Note), and makes no representations as to the validity or sufficiency of this Indenture, or of the Notes, as to the sufficiency of the Collateral or the priority of the lien of this Indenture thereon, or as to the financial or technical feasibility of any project to be financed with the proceeds of Notes and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressly herein or in the Notes assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Notes. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence, willful misconduct or breach of the express terms and conditions hereof The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Notes and may join in any action which any Holder of a Note may be entitled to take, with like effect as if the Trustee was not the Trustee under this Indenture. The Trustee may in good faith hold any other form of indebtedness of the Issuer, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Issuer and make disbursements for the Issuer and enter into any commercial or business arrangement therewith, without limitation.
- (b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder.
- (c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.
- (d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any Credit Enhancement Provider or any of the Holders pursuant to the provisions of this Indenture, including, without limitation, the provisions of Article VII hereof, unless such Credit Enhancement Provider or such Holders have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby; provided, however, that no security or indemnity shall be requested or required for the Trustee to deliver a notice to obtain funds under the Credit Enhancement delivered in connection with any Series of Notes in order to pay principal of and interest on such Series of Notes.

- (e) No provision of this Indenture requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder or in the exercise of its rights or powers.
- (f) The Trustee shall not be deemed to have knowledge of, and shall not be required to take any action with respect to, any Event of Default (other than an Event of Default described in Section 7.01(a) or (b) hereof) or event that would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless the Trustee has actual knowledge of such event or has been notified of such event by the Issuer, any Credit Enhancement Provider then providing a Credit Enhancement for a Series of Notes or the Holders of 25% of the Note Obligation Outstanding. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain, monitor or inquire as to the performance or observance by the Issuer of the terms, conditions, covenants or agreements set forth in Article VI hereof including, without limitation, the covenants of the Issuer set forth in Sections 5.09 and 6.08 hereof, other than the covenants of the Issuer to make payments with respect to the Notes when due as set forth in Section 6.01 hereof and to file with the Trustee when due, such reports and certifications as the Issuer is required to file with the Trustee hereunder.
- (g) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.
- (h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, requisition, Note, debenture, coupon or other paper or document; provided, however, that the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee determines to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.
 - (i) The Trustee shall not be responsible for:
 - (i) the application or handling by the Issuer of any Collateral or other moneys transferred to or pursuant to any Requisition or Request of the Issuer in accordance with the terms and conditions hereof;
 - (ii) the application and handling by the Issuer of any other fund or account designated to be held by the Issuer hereunder;
 - (iii) any error or omission by the Issuer in making any computation or giving any instruction pursuant to <u>Sections 5.09 and 6.08</u> hereof and may rely conclusively on the Rebate Instructions and any computations or instructions furnished to it by the Issuer in connection with the requirements of <u>Sections 5.09 and 6.08</u> hereof and each Tax Certificate; or
 - (iv) the construction, operation or maintenance of any portion of any project financed with the proceeds of Notes by the Issuer.

- (j) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.
- (k) The Trustee agrees to accept and act upon facsimile or electronic mail transmission of written instructions and/or directions pursuant to this Indenture; provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, and (ii) such originally executed instructions and/or directions are signed on behalf of the Issuer by an Authorized Representative and are signed on behalf of any other party by a person authorized to sign for the party delivering such instructions and/or directions, which person shall provide such documentation as the Trustee requests to evidence such authorization.
- (l) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes.

Section 8.05. Right of Trustee To Rely on Documents and Opinions. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, counsel of or to the Issuer, and may request an opinion of counsel, with regard to legal questions, including, without limitation, legal questions relating to proposed modifications or amendments of this Indenture, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

Whenever, in the administration of the trusts imposed upon it by this Indenture, the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including, without limitation, matters relating to proposed modifications or amendments of this Indenture, the Trustee may request a Certificate of the Issuer and such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by such Certificate of the Issuer, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate. In its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee may also rely conclusively on any report, statement, requisition, facsimile transmission, electronic mail or certification of any certified public accountant, investment banker, financial consultant, or other expert selected by the Issuer or selected by the Trustee with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created hereby.

Section 8.06. Compensation and Indemnification of Trustee. The Issuer covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties

hereunder of the Trustee, and the Issuer will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. The Issuer, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee from and against any loss, damages, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trusts created hereby, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Issuer under this Section 8.06 shall survive the discharge of the Notes and this Indenture and the resignation or removal of the Trustee.

ARTICLE IX

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 9.01. Amendments Permitted.

- (a) This Indenture and the rights and obligations of the Issuer, the Holders of the Notes and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Issuer and the Trustee may enter into when the written consent of the Holders of a majority in aggregate amount of Note Obligation of the Notes (or, if such Supplemental Indenture is only applicable to a Series of Notes, such Series of Notes) then Outstanding is filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Notes of any particular maturity remain Outstanding, the consent of the Holders of such Notes shall not be required and such Notes shall not be deemed to be Outstanding for the purpose of any calculation of Notes Outstanding under this Section. The Credit Enhancement Provider for a Series of Notes shall be deemed to be the Holder of such Series for all purposes of this Indenture except the payment of principal of and interest on such Series of the Notes. The written consent of the Holders of a Series of Notes may be effected (A) through a consent by the underwriter of such Series of Notes at the time of the issuance of such Series of Notes, and (B) through a provision of a Supplemental Indenture that deems any Holders purchasing such Series of Notes to consent for purposes of this Section 9.01(a)(i) by virtue of its purchase of such Series of Notes.
 - (ii) No such modification or amendment shall (A) extend the maturity of any Note, or reduce the amount of principal thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Note, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Holder of each Note so affected; or (B) reduce the aforesaid percentage of Note Obligation Holders whose consent is required to effect any such modification or amendment, or permit the creation of any lien on the Collateral and other assets pledged under this Indenture

prior to or on a parity with the lien created by this Indenture, or deprive the Holders of the Notes of the lien created by this Indenture on such Collateral and other assets (in each case, except as expressly provided in this Indenture), without the consent of the Holders of all of the Notes then Outstanding. The Holders are not required to approve the particular form of any Supplemental Indenture; it is sufficient if the Holders consent to the substance thereof. Promptly after the execution and delivery by the Issuer and the Trustee of any Supplemental Indenture pursuant to this Section 9.01(a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture to the Holders of the Notes at the addresses shown on the registration books of the Trustee. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

- (b) This Indenture and the rights and obligations of the Issuer, of the Trustee and of the Holders of the Notes may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Issuer and the Trustee may enter without the consent of any Noteholders, but only to the extent permitted by law and only for any one or more of the following purposes:
 - (i) to add other covenants and agreements thereafter to be observed to the covenants and agreements of the Issuer in this Indenture contained, to pledge or assign additional security for the Notes (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Issuer;
 - (ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Issuer may deem necessary or desirable, and that does not materially and adversely affect the interests of the Holders of the Notes;
 - (iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and that do not materially and adversely affect the interests of the Holders of the Notes;
 - (iv) to provide for the issuance of an additional Series of Notes pursuant to the provisions of Article III hereof;
 - (v) to make modifications or adjustments necessary, appropriate or desirable to provide for the issuance or incurrence, as applicable, of Capital Appreciation Notes or Subordinate Obligations, with such interest rate, payment, maturity and other terms as the Issuer may deem desirable, subject to the provisions of Sections 3.02, 3.03 and 3.05 hereof;

- (vi) to make modifications or adjustments necessary, appropriate or desirable to provide for change from one interest rate mode to another in connection with any Series of Notes;
- (vii) to make modifications or adjustments necessary, appropriate or desirable to accommodate Credit Enhancements, Liquidity Facilities and Reserve Facilities:
- (viii) to make modifications or adjustments necessary, appropriate or desirable to provide for the appointment of an auction agent, a broker-dealer, a remarketing agent, a tender agent and/or a paying agent in connection with any Series of Notes:
- (ix) to provide for any additional covenants or agreements necessary to maintain the tax-exempt status of interest on any Series of Notes;
- (x) if the Issuer agrees in a Supplemental Indenture to maintain the exclusion of interest on a Series of Notes from gross income for purposes of federal income taxation, to make such provisions as are necessary or appropriate to ensure such exclusion:
- (xi) to provide for the issuance of Notes in book-entry form or bearer form and/or to modify or eliminate the book-entry registration system for any Series of Notes:
- (xii) to modify, alter, amend or supplement this Indenture in any other respect, including amendments that would otherwise be described in Section 9.01(a) hereof, if the effective date of such amendments is a date on which all Notes affected thereby are subject to mandatory tender for purchase pursuant to the provisions of this Indenture or if notice of the proposed amendments is given to Holders of the affected Notes at least thirty (30) days before the proposed effective date of such amendments and, on or before such effective date, such Holders have the right to demand purchase of their Notes pursuant to the provisions of this Indenture or if all Notes affected thereby are in an auction mode and a successful auction is held following notice of such amendment; and
- (xiii) for any other purpose that does not materially and adversely affect the interests of the Holders of the Notes.

Any Supplemental Indenture entered into pursuant to this Section shall be deemed not to materially adversely affect the interest of the Holders so long as (y) all affected Notes are secured by a Credit Enhancement, and (z) each Credit Enhancement Provider for such Notes has given its written consent to such Supplemental Indenture as provided in Section 9.01(a) hereof.

Section 9.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Trustee and all Holders of Notes Outstanding

shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03. Endorsement of Notes; Preparation of New Notes. Notes delivered after any Supplemental Indenture becomes effective pursuant to this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Issuer and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Holder of any Note Outstanding at the time of such execution and presentation of his Note for such purpose at the Corporate Trust Office or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Note. If the Supplemental Indenture shall so provide, new Notes so modified as to conform, in the opinion of the Issuer and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Issuer and authenticated by the Trustee, and upon demand of the Holders of any Notes then Outstanding shall be exchanged at the Corporate Trust Office, without cost to any Holder, for Notes then Outstanding, upon surrender for cancellation of such Notes, in equal aggregate principal amounts of the same Series, tenor and maturity.

Section 9.04. Amendment of Particular Notes. The provisions of this Article shall not prevent any Noteholder from accepting any amendment as to the particular Notes held by such Noteholder; provided that due notation thereof is made on such Notes.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture. Notes of any Series or a portion thereof may be paid by the Issuer in any of the following ways:

- (a) by paying or causing to be paid the Note Obligations of and interest on such Outstanding Notes, as and when they become due and payable;
- (b) by depositing with the Trustee or, subject to <u>Section 10.02</u> hereof, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in <u>Section 10.03</u> hereof) to pay or redeem such Outstanding Notes; or
 - (c) by delivering to the Trustee, for cancellation by it, such Outstanding Notes.

If the Issuer pays all Series for which any Notes are Outstanding and also pay or causes to be paid all other sums payable and to be payable hereunder, then and in that case, at the election of the Issuer (evidenced by a Certificate of the Issuer, filed with the Trustee, signifying the intention of the Issuer to discharge all such indebtedness and this Indenture), and notwithstanding that any Notes shall not have been surrendered for payment, this Indenture and the pledge of Collateral and other assets made under this Indenture and all covenants, agreements and other obligations of the Issuer under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Issuer, the Trustee shall cause an accounting for such period or periods as may be requested by the Issuer to be prepared

and filed with the Issuer and shall execute and deliver to the Issuer all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Issuer all moneys or securities or other property held by it pursuant to this Indenture that, as evidenced by a verification report, upon which the Trustee may conclusively rely, from an independent certified public accountant, a firm of independent certified public accountants or other independent consulting firm, are not required for the payment or redemption of Notes not theretofore surrendered for such payment or redemption.

Section 10.02. Discharge of Liability on Notes. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay or redeem any Outstanding Note (whether upon or prior to its maturity or the redemption date of such Note); provided that, if such Note is to be redeemed prior to maturity, notice of such redemption has been given as provided in Article IV hereof or provision satisfactory to the Trustee has been made for the giving of such notice, then all liability of the Issuer in respect of such Note shall cease, terminate and be completely discharged; provided that the Holder thereof shall thereafter be entitled to the payment of the principal of and premium, if any, and interest on the Notes, and the Issuer shall remain liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment.

If the deposit specified in the preceding paragraph is made with an escrow agent or other fiduciary that is not also the Trustee, either the Issuer or such escrow agent or other fiduciary shall provide a written certification to the Trustee, upon which the Trustee may conclusively rely, that such deposit has been made.

The Issuer may at any time surrender to the Trustee for cancellation by it any Notes previously issued and delivered that the Issuer may have acquired in any manner whatsoever, and such Notes, upon such surrender and cancellation, shall be deemed to be paid and retired.

Notwithstanding anything in this <u>Section 10.02</u> to the contrary, if the principal of or interest on a Series of Notes is paid by a Credit Enhancement Provider pursuant to the Credit Enhancement issued in connection with such Series of Notes, the obligations of the Issuer shall not be deemed to be satisfied or considered paid by the Issuer by virtue of such payments, and the right, title and interest of the Issuer herein and the obligations of the Issuer hereunder shall not be discharged and shall continue to exist and to run to the benefit of such Credit Enhancement Provider, and such Credit Enhancement Provider shall be subrogated to the rights of the Holders of the Notes of such Series.

Section 10.03. Deposit of Money or Securities. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay or redeem any Notes, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to this Indenture and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Notes and all unpaid interest thereon to maturity, except that, in the case of Notes that are to be redeemed prior to maturity and with respect to which notice

of such redemption has been given as provided in <u>Article IV</u> hereof or provision satisfactory to the Trustee has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or Redemption Price of such Notes and all unpaid interest thereon to the redemption date; or

(b) Investment Securities described in clause (a) of the definition thereof the principal of and interest on which when due will, in the opinion of an independent certified public accountant, a firm of independent certified public accountants or independent consulting firm delivered to the Trustee (as confirmed by a verification report upon which verification report the Trustee may conclusively rely), provide money sufficient to pay the principal or Redemption Price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Notes to be paid or redeemed, as such principal or Redemption Price and interest become due; provided that, in the case of Notes that are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Article IV hereof or provision satisfactory to the Trustee has been made for the giving of such notice; provided, in each case, that the Trustee has been irrevocably instructed (by the tern's of this Indenture or by Request of the Issuer) to apply such money to the payment of such principal or Redemption Price and interest with respect to such Notes.

Section 10.04. Payment of Notes After Discharge of Indenture. Any moneys held by the Trustee in trust for the payment of the principal, Redemption Price, or interest on any Note and remaining unclaimed for one year after such principal, Redemption Price, or interest has become due and payable (whether at maturity or upon call for redemption as provided in this Indenture), if such moneys were so held at such date, or one year after the date of deposit of such principal, Redemption Price or interest on any Note if such moneys were deposited after the date when such Note became due and payable, shall be repaid to the Issuer free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Issuer as aforesaid, the Trustee may (at the cost of the Issuer) first mail to the Holders of any Notes remaining unpaid at the addresses shown on the registration books maintained by the Trustee a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Notes so payable and not presented and with respect to the provisions relating to the repayment to the Issuer of the moneys held for the payment thereof. All moneys held by or on behalf of the Trustee for the payment of principal or Accreted Value of or interest or premium on Notes, whether at redemption or maturity, shall be held in trust for the account of the Holders thereof and the Trustee shall not be required to pay Holders any interest on, or be liable to the Holders or any other person (other than the Issuer) for interest earned on, moneys so held. Any interest earned thereon shall belong to the Issuer and shall be deposited upon receipt by the Trustee into the Revenue Fund.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Liability of Issuer Limited to the Collateral. Notwithstanding anything in this Indenture or in the Notes contained, the Issuer shall not be required to advance any moneys derived from any source other than the Collateral and other assets pledged hereunder for any of

the purposes in this Indenture mentioned, whether for the payment of the principal or Redemption Price of or interest on the Notes or for any other purpose of this Indenture.

Section 11.02. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Issuer or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Issuer or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03. Limitation of Rights. Nothing expressed or implied in this Indenture or in the Notes is intended or shall be construed to give to any Person other than the Issuer, the Trustee, each Credit Enhancement Provider, each Liquidity Facility Provider, each Reserve Facility Provider, the Holders of the Notes and the holders of Subordinate Obligations any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision, therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Issuer, the Trustee, each Credit Enhancement Provider, each Liquidity Facility Provider, each Reserve Facility Provider, the Holders of the Notes and the holders of Subordinate Obligations. Each Credit Enhancement Provider, each Liquidity Provider, each Reserve Facility Provider, the Holders of the Notes and the holders of Subordinate Obligations are each an express third party beneficiary of this Indenture.

Section 11.04. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.05. Destruction or Delivery of Canceled Notes. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Issuer of any Notes, the Trustee may, in its sole discretion, in lieu of such cancellation and delivery, destroy such Notes, and deliver a certificate of such destruction to the Issuer.

Section 11.06. Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provisions or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Issuer hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Notes pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 11.07. Notice to Issuer and Trustee. Any notice to or demand upon the Trustee may be served or presented, and such demand may be made, at the Corporate Trust Office of the Trustee. Any notice to or demand upon the Issuer, shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class mail postage prepaid, in a post office letter box, addressed to the Issuer at 1400 29th Street, Orange, California 95812, Attention: Chief

Financial Officer (or such other address as may have been filed in writing by the Issuer with the Trustee). Any such communication may also be sent by facsimile or electronic mail, receipt of which shall be confirmed.

Section 11.08. Evidence of Rights of Noteholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Noteholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Noteholders in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Issuer if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Notes shall be proved by the Note registration books held by the Trustee. The Trustee may establish a record date as of which to measure consent of the Holders in order to determine whether the requisite consents are received.

Any request, consent, or other instrument or writing of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in accordance therewith or reliance thereon.

Section 11.09. Disqualified Notes. In determining whether the Holders of the requisite aggregate Note Obligation of Notes have concurred in any demand, request, direction, consent or waiver under this Indenture, Notes that are owned or held by or for the account of the Issuer, or by any other obligor on the Notes, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Issuer or any other obligor on the Notes, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Notes so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Notes and that the pledgee is not a person directly or indirectly controlled by, or under direct or indirect common control with, the Issuer. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Issuer shall specify in a Certificate to the Trustee those Notes disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 11.10. Money Held for Particular Notes. The money held by the Trustee for the payment of the interest, principal, Redemption Price or purchase price due on any date with respect to particular Notes (or portions of Notes in the case of registered Notes redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in

trust by it for the Holders of the Notes entitled thereto, subject, however, to the provisions of Section 10.04 hereof.

Section 11.11. Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the corporate trust industry and with due regard for the protection of the security of the Notes and the rights of every holder thereof.

Section 11.12. Limitations on Rights of Credit Enhancement Providers, Liquidity Facility Providers, Reserve Facility Providers. A Supplemental Indenture establishing the terms and provisions of a Series of Notes may provide that any Credit Enhancement Provider, Liquidity Facility Provider or Reserve Facility Provider may exercise any right under this Indenture given to the Holders of the Notes to which such Credit Enhancement, Liquidity Facility or Reserve Facility relates. Notwithstanding any other provision of this Indenture, all provisions under this Indenture authorizing the exercise of rights by a Credit Enhancement Provider, a Liquidity Facility Provider or a Reserve Facility Provider with respect to consents, approvals, directions, waivers, appointments, requests or other actions, shall be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and shall be read as if the Credit Enhancement Provider, Liquidity Facility Provider or Reserve Facility Provider were not mentioned therein (a) during any period during which there is a default by such Credit Enhancement Provider, Liquidity Facility Provider or Reserve Facility Provider under the applicable Credit Enhancement, Liquidity Facility or Reserve Facility; or (b) after the applicable Credit Enhancement, Liquidity Facility or Reserve Facility shall at any time for any reason cease to be valid and binding on the provider thereof, or shall be declared to be null and void by final non-appealable judgment of a court of competent jurisdiction, or after the Credit Enhancement, Liquidity Facility or Reserve Facility has been rescinded, repudiated by the provider thereof or terminated, or after a receiver, conservator or liquidator has been appointed for the provider thereof. All provisions relating to the rights of a Credit Enhancement Provider, Liquidity Facility Provider or Reserve Facility Provider shall be of no further force and effect if all amounts owing to such Credit Enhancement Provider, Liquidity Facility Provider or Reserve Facility Provider shall have been paid pursuant to the terms of the applicable Credit Enhancement, Liquidity Facility or Reserve Facility and such Credit Enhancement, Liquidity Facility or Reserve Facility shall no longer be in effect.

Section 11.13. Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to "Articles, "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

Section 11.14. Waiver of Personal Liability. No Board member, officer, agent or employee of the Issuer or the Trustee shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent or employee of the Issuer or the Trustee from the performance of any of any official duty provided by law or by this Indenture.

Section 11.15. Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State of California.

Section 11.16. Business Day. Except as specifically set forth in this Indenture or a Supplemental Indenture, transfers which would otherwise become due on any day which is not a Business Day shall become due or shall be made on the next succeeding Business Day with the same effect as if made on such prior date.

Section 11.17. Effective Date of Indenture. This Indenture shall take effect upon its execution and delivery.

Section 11.18. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Master Indenture by their officers thereunto duly authorized as of the day and year first written above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

	By
APPROVED AS TO FORM:	
General Counsel	
	U. S. BANK NATIONAL ASSOCIATION, as
	ByAuthorized Officer

FIRST SUPPLEMENTAL INDENTURE

between

ORANGE COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of September 1, 2021

ORANGE COUNTY TRANSPORTATION AUTHORITY BOND ANTICIPATION NOTES (I-405 IMPROVEMENT PROJECT) SERIES 2021

Relating to

(Supplementing the Indenture Dated as of September 1, 2021)

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FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of September 1, 2021 (this "First Supplemental Indenture"), between the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity duly established and existing under the laws of the State of California (the "Authority") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee"):

WITNESSETH:

WHEREAS, this First Supplemental Indenture is supplemental to the Master Indenture of Trust, dated as of September 1, 2021 (as supplemented and amended from time to time pursuant to its terms, the "Indenture"), between the Authority and the Trustee;

WHEREAS, the Indenture provides that the Authority may issue Notes from time to time as authorized by a Supplemental Indenture, which Notes are to be payable from the Collateral and from such other sources as may be specified with respect to a particular Series of Notes in the Supplemental Indenture authorizing such Series;

WHEREAS, the Authority desires to provide at this time for the issuance of a Series of Notes to be designated "Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (the "Series 2021 Notes"), all for the purpose of providing funds to pay for the costs of the Project and costs of issuance relating to the Series 2021 Notes, all as provided in this First Supplemental Indenture; and

WHEREAS, the Authority has determined that the Authority and the Trustee are authorized to modify and amend the Indenture by this First Supplemental Indenture to facilitate the issuance of an additional Series of Notes pursuant to the provisions of Article III of the Indenture:

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE XII DEFINITIONS; AMENDMENT TO INDENTURE

Section 12.01. <u>Definitions</u>; <u>Amendments to Definitions</u>.

- (a) <u>Definitions</u>. Unless the context otherwise requires, or as otherwise provided in subsection (b) of this Section, all terms that are defined in Section 1.01 of the Indenture shall have the same meanings in this First Supplemental Indenture.
- (b) <u>Additional Definitions</u>. Unless the context otherwise requires, the following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings:

- "Authorized Denominations" means, with respect to Series 2021 Notes, \$5,000 and any integral multiple thereof.
- "Continuing Disclosure Certificate" means the Continuing Disclosure Certificate of the Authority, dated the Issue Date, relating to the Series 2021 Notes.
- "Electronic Means" means facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.
- "First Supplemental Indenture" means this First Supplemental Indenture by and between the Authority and the Trustee, as amended and supplemented from time to time.
- "Interest Payment Date" means, with respect to the Series 2021 Notes, each April 15 and October 15 1, commencing April 15, 2022 and, in any event, the final maturity date or redemption date of each Series 2021 Note.
 - "Issue Date" means September ___, 2021.
 - "Project" means the I-405 Improvement Project.
- "**Record Date**" means, with respect to the Series 2021 Notes, the first (1st) day (whether or not a Business Day) of the month in which such Interest Payment Date occurs.
- "2021 Notes Tax Certificate" means the Tax Certificate executed on behalf of the Authority in connection with the issuance of the Series 2021 Notes.
- "2021 Costs of Issuance Account" means the 2021 Costs of Issuance Account established pursuant to Section 15.03.
- "2021 Project Fund" means the 2021 Project Fund established pursuant to Section 15.02.

ARTICLE XIII FINDINGS, DETERMINATIONS AND DIRECTIONS

- **Section 13.01.** Findings and Determinations. The Authority hereby finds and determines that the Series 2021 Notes shall be issued pursuant to Article III and upon the issuance of the Series 2021 Notes, any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the issuance thereof, will exist, will have happened and will have been performed, in due time, form and manner, as required by the Constitution and statutes of the State.
- **Section 13.02.** Recital in Notes. There shall be included in each of the definitive Series 2021 Notes, and also in each of the temporary Series 2021 Notes, if any are issued, a certification and recital that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by that Series 2021 Note, and in the issuing of that Series 2021 Note, exist, have happened and have been performed

in due time, form and manner, as required by the Constitution and statutes of the State and the Act, and that said Series 2021 Notes, together with all other indebtedness of the Authority payable out of the Collateral, is within every debt and other limit prescribed by the Constitution and statutes of the State and the Act, and that such certification and recital shall be in such form as is set forth in the form of the Series 2021 Note attached hereto as Exhibit A.

Section 13.03. Effect of Findings and Recital. From and after the issuance of the Series 2021 Notes, the findings and determinations herein shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Series 2021 Notes is at issue.

ARTICLE XIV AUTHORIZATION AND REDEMPTION OF SERIES 2021 NOTES

Section 14.01. Principal Amount, Designation and Series. Pursuant to the provisions of the Indenture and the provisions of the Act, one Series of Notes entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$_______. Such Notes shall be designated as, and shall be distinguished from the Notes of all other Series by the title, "Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021."

At any time after the execution and delivery of this First Supplemental Indenture, the Authority may execute and, upon the Order of the Authority, the Trustee shall authenticate and deliver the Series 2021 Notes in the aggregate principal amount set forth above.

Section 14.02 Purpose and Application of Proceeds. The Series 2021 Notes are

Section 14.02. Purpose and Application of Proceeds. The Series 2021 Notes are issued for the purpose of financing and/or reimbursing the Authority for its payment of, the costs of the Project. In addition, a portion of the proceeds will be applied to pay Costs of Issuance of the Series 2021 Notes. The net proceeds from the sale of the Series 2021 Notes in the amount of \$_______ shall be received by the Trustee, and the Trustee shall deposit such funds as follows:

(a) \$_______ of the proceeds of the Series 2021 Notes shall be deposited in the 2021 Project Fund;

(b) \$______ of the proceeds of the Series 2021 Notes shall be deposited in the Interest Fund to be used to pay the interest on the Series 2021 Notes as it comes due; and

(c) \$______ of the proceeds of the Series 2021 Notes shall be deposited in the 2021 Costs of Issuance Account.

Section 14.03. Form, Denomination, and Numbers. The Series 2021 Notes shall be issued as fully registered Notes without coupons in book-entry form and in Authorized Denominations and shall be numbered from one upward in consecutive numerical order preceded by the letter "R" prefixed to the number. The Series 2021 Notes and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the Series 2021 Notes and as the form of the

certificate of authentication as such form shall be completed based on the terms of the Series 2021 Notes set forth herein.

Section 14.04. <u>Date, Maturity and Interest Rate</u>. The Series 2021 Notes shall be dated their Issue Date and shall bear interest from that date payable on each Interest Payment Date. The Series 2021 Notes shall mature on October 15, 2024 and shall bear interest at the rate of ____% per annum.

Interest on the Series 2021 Notes shall be computed on the basis of a 360-day year comprised of twelve 30 day months.

Each Series 2021 Note shall be payable as provided in Section 2.10, including Section 2.10(e), or, in the event the use of the Depository is discontinued, the principal of each Series 2021 Note shall be payable in lawful money of the United States of America upon surrender thereof at the Corporate Trust Office of the Trustee, and the interest on each Series 2021 Note shall be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions have been given, by check mailed by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the bond registration books kept by the Trustee.

Section 14.05. <u>No Redemption of the Series 2021 Notes</u>. The Series 2021 Notes shall not be subject to redemption prior to the date of their maturity.

Section 14.06. Tax Covenants for Series 2021 Notes.

- (a) The Authority will not take or permit to be taken any action or actions, which would cause any such Series 2021 Notes to be an "arbitrage bond" within the meaning of Section 148 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code and any such applicable regulations promulgated from time to time thereunder. The Authority will observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Authority will comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to the Series 2021 Notes.
- (b) The Authority will comply with the provisions and procedures of the 2021 Notes Tax Certificate.

Notwithstanding any provisions of this Section 14.06 or the 2021 Notes Tax Certificate, if the Authority shall provide to the Trustee an Opinion of Bond Counsel to the effect that any specified action required under this Section 14.06 is no longer required, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section 14.06, and, notwithstanding any other provision of this Indenture or the 2021 Notes Tax Certificate, the covenants hereunder shall be deemed to be modified to that extent.

Section 14.07. Tax Reporting Obligations.

- (a) Any transferor of the Series 2021 Notes shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.
- (b) In connection with any proposed transfer of the Series 2021 Notes outside the book-entry only system, the Authority or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

ARTICLE XV ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF

Section 15.01. <u>Funds and Accounts</u>. The following funds and accounts are hereby established in connection with the Series 2021 Notes:

- (a) To ensure the proper application of such portion of proceeds from the sale of the Series 2021 Notes to be applied to pay costs of the Project, including repayment of the principal of and interest on that certain note executed by the Authority in favor of Bank of America dated as of ______, 20___, there is hereby established the 2021 Project Fund, such fund to be held by the Trustee.
- (b) To ensure the proper application of such portion of proceeds from the sale of the Series 2021 Notes to be applied to pay Costs of Issuance of the Series 2021 Notes, there is hereby established the 2021 Costs of Issuance Account, such account to be established within the 2021 Project Fund and held by the Trustee.
- **Section 15.02.** <u>2021 Project Fund</u>. The monies set aside and placed in the 2021 Project Fund shall remain therein until from time to time expended for the purpose of paying the costs of the Project to be financed, refinanced or reimbursed from the proceeds of the Series 2021 Notes and shall not be used for any other purpose whatsoever.
- (a) Before any payment from the 2021 Project Fund shall be made by the Trustee, the Authority shall file or cause to be filed with the Trustee a Requisition of the Authority in the form of Exhibit hereto, such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the 2021 Project Fund, and has not been previously paid from said fund; and (vi) that there has not been filed with or served upon the

Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in such Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

(b) When the Authority determines that the portion of the Project funded with the Series 2021 Notes has been completed, a Certificate of the Authority shall be delivered to the Trustee by the Authority stating: (i) the fact and date of such completion; (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the 2021 Project Fund is to be maintained in the full amount of such claims until such dispute is resolved); and (iii) that the Trustee is to transfer the remaining balance in the 2021 Project Fund, less the amount of any such retention, to the Revenue Fund or, if so directed by the Authority, to the Rebate Fund.

Section 15.03. 2021 Costs of Issuance Account. All money on deposit in the 2021 Costs of Issuance shall be applied solely for the payment of authorized Costs of Issuance. Before any payment from the 2021 Costs of Issuance Account shall be made by the Trustee, the Authority shall file or cause to be filed with the Trustee a Requisition of the Authority in the form of Exhibit hereto on which the Trustee may conclusively rely, such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the 2021 Costs of Issuance Account and has not been previously paid from said account.

Any amounts remaining in the 2021 Costs of Issuance Account one hundred eighty (180) days after the date of issuance of the Series 2021 Notes shall be transferred to the 2021 Project Fund and the Trustee shall close the 2011 Costs of Issuance Account.

ARTICLE XVI MISCELLANEOUS

Section 16.01. Continuing Disclosure. The Authority covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee shall, at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or of the Holders of at least twenty-five (25%) aggregate principal amount of the Series 2021 Notes then Outstanding (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges and fees of the Trustee whatsoever, including, without limitation, reasonable fees and expenses of its attorneys), or any Holder or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Section.

Section 16.02. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this First Supplemental Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this First Supplemental Indenture, and the application of any such covenant, agreement or provision, or portion thereof, to other Persons or circumstances, shall be deemed severable and shall not be affected thereby, and this First Supplemental Indenture and the Series 2021 Notes issued pursuant hereto shall remain valid, and the Holders of the Series 2021 Notes shall retain all valid rights and benefits accorded to them under this Indenture, the Act, and the Constitution and statutes of the State.

Section 16.03. Parties Interested Herein. Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee and the Holders of the Series 2021 Notes, any right, remedy or claim under or by reason of this First Supplemental Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this First Supplemental Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the Holders of the Series 2021 Notes.

Section 16.04. <u>Headings Not Binding</u>. The headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Supplemental Indenture.

Section 16.05. <u>Notice Addresses</u>. Except as otherwise provided herein, it shall be sufficient service or giving of notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed to the Notice Address for the appropriate party or parties as provided in Exhibit B hereto. Any such entity by notice given hereunder may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall be thereby required to be sent to more than two addresses. Any such communication may also be sent by Electronic Means, receipt of which shall be confirmed.

Section 16.06. <u>Notices to Rating Agencies</u>. The Trustee shall provide notice to the rating agencies at the addresses specified in Exhibit B hereto of the following events with respect to the Series 2021 Notes:

- (1) Change in Trustee;
- (2) Amendments to the Indenture; and
- (3) Redemption or defeasance of any Series 2021 Notes.

Section 16.07. <u>Indenture to Remain in Effect</u>. Save and except as amended and supplemented by this First Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 16.08. <u>Effective</u> <u>Date</u> <u>of</u> <u>First</u> <u>Supplemental Indenture</u>. This First Supplemental Indenture shall take effect upon its execution and delivery.

Section 16.09. Execution in Counterparts. This First Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 16.10. Governing Law. This First Supplemental Indenture shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

	ORANGE COUNTY TRANSPORTATION AUTHORITY
	By:
APPROVED AS TO FORM:	
By:General Counsel	U.S. BANK NATIONAL ASSOCIATION, as Trustee
	By:Authorized Officer

EXHIBIT A

[FORM OF SERIES 2021 BOND]

EXHIBIT B

NOTICE ADDRESSES

To the Authority:		To the Trustee:		
Orange County T	ransportation Authority	U.S. Bank National Association Global Corporate Trust		
550 S. Main St.	-			
P.O. Box 14184		633 W. 5 th Street, 24 th Floor		
Orange, CA 9286	53-1584	Los Angeles, CA 90071		
Attention:	Treasury/Public Finance Department	•		
Telephone:	(714) 560-6282			
Facsimile:	(714) 560-5800			
To the Rating	g Agencies:			

CTANDDY	DOND	DIDCHACE	AGREEMENT
STANDRY	ROND	PURCHASE	ACTREEMENT

dated as of September 1, 2021

between

ORANGE COUNTY TRANSPORTATION AUTHORITY,

and

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

relating to:

\$_____

Orange County Transportation Authority
Bond Anticipation Notes (I-405 Improvement Project)

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Ехнівіт А Notice of OCLTA Purchase

Form of Request for Extension of Stated Expiration Date Form of Compliance Certificate EXHIBIT B —

EXHIBIT C —

STANDBY BOND PURCHASE AGREEMENT

This STANDBY BOND PURCHASE AGREEMENT (this "Agreement") dated as of September 1, 2021, is between Orange County Transportation Authority (together with its successors and assigns permitted hereunder, the "Authority"), a regional transportation authority duly established and existing under the laws of the State of California, and Orange County Local Transportation Authority, (together with its successors and assigns permitted hereunder, "OCLTA"), a local transportation authority duly established and exiting under the laws of the State of California.

WITNESSETH:

WHEREAS, the Authority issued its Orange County Transportation Bond Anticipation Notes (I-405 Improvement Project) (the "*Notes*") pursuant to the terms of the Indenture dated as of September 1, 2021 (the "*Indenture*"); and

WHEREAS, the all of the outstanding principal amount of the Notes are due and payable on October 15, 2024 (the "Due Date"); and

WHEREAS, the Authority has agreed in the Indenture to use its best efforts to issue its bonds to provide funds in an amount equal to the outstanding principal of and accrued interest on the Notes due and payable on the Due Date; and

WHEREAS, in order to help assure the availability of funds for the payment of all of the outstanding principal of the Notes on the Due Date, OCLTA will agree to purchase the Authority's bonds in an amount not less than the outstanding principal amount of the Notes under the terms of this Agreement.

Now, Therefore, in consideration of the respective agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following capitalized terms have the meanings indicated below unless the context shall clearly indicate otherwise. Other capitalized terms used in this Agreement and not defined in this Agreement shall have the meaning given those terms in the Indenture.

"Act" means the means the Local Transportation Authority and Improvement Act, Division 19 (Section 180000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

"Affiliate" means any other Person controlling or controlled by, or under common control with, the Authority or OCLTA, as applicable. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract or otherwise.

"Agreement" means this Standby Bond Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"Amortization End Date" means, with respect to any Authority Refunding Bond the fifth anniversary of the OCLTA Purchase Date related to such Authority Refunding Bonds.

"Amortization Payment Date" means, with respect to any Authority Refunding Bond, (a) the Amortization Start Date (or if the Amortization Start Date is not a Business Day, then the immediately following Business Day) and each first Business Day of each three month period thereafter occurring prior to the Amortization End Date or such other period as agreed to between the Authority and OCLTA, and (b) the Amortization End Date.

"Amortization Start Date" means, with respect to any Authority Refunding Bond, the one hundred and eightieth (180th) day following the related OCLTA Purchase Date on which such Notes are purchased under this Agreement.

"Authority" has the meaning assigned to that term in the recitals to this Agreement and shall include all permitted successors and assigns.

"Authorized Denominations" has the meaning given that term in the Indenture.

"Authority Refunding Bonds" means the bonds, notes or other evidence of indebtedness purchased by OCLTA pursuant to Section 2.02 hereof.

"Authority Refunding Bondholder" means OCLTA (but only in its capacity as owner (which as used herein shall mean the beneficial owner if at the relevant time Authority Refunding Bonds are held in book entry form) of the Authority Refunding Bonds acquired pursuant to this Agreement) and any other Person to whom OCLTA has sold Authority Refunding Bonds pursuant to Sections 2.04(a), 5.01(f) or 8.02.

"Authorized Representative" has the meaning given that term in the Indenture.

"Available Commitment" means on any day the outstanding principal amount of and accrued but unpaid interest on the Notes which are initially issued in the principal amount of \$

"Book-Entry Notes" means the Notes so long as the book-entry system with the Depository is used for determining beneficial ownership of the Notes.

"Business Day" means any day other than (i) a Saturday, Sunday, or a day on which banking institutions in the State or the State of California or the jurisdiction in which the corporate trust office of the Trustee is located are authorized or obligated by law or executive order to be closed; (ii) a day upon which commercial banks in the city in which the office of OCLTA at which demands for payment under this Agreement are to be presented is located are authorized or obligated by law or executive order to be closed; (iii) a day on which the New York Stock Exchange is closed; or (iv) a day on which the payment system of the Federal Reserve System is not operational.

"Closing Date" means September ___, 2021.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and all rules and temporary, proposed or final regulations from time to time promulgated thereunder.

"Collateral" (a) proceeds from draws under the TIFIA Loan Agreement so long as the TIFIA Loan Agreement is in full force and effect; (b) any legally available funds of the Authority except (i) LTF Revenue, (ii) federal grant funds, (iii) any revenues and assets with respect to the SR 91 Express Lanes, and (iv) any revenues received from operation of the freeway callbox system in Orange County and the freeway service patrol; and (c) all revenues, assets or amounts held by the Trustee in the funds and accounts established under the indenture or trust agreement securing the Authority Refunding Bonds, including investment earnings thereon, excluding amounts deposited to the Rebate Fund.

"Covenant Failure" has the meaning given that term in Section 7.01(d).

"Depository" means The Depository Trust Company, California, California.

"Dollar," and "\$" means the lawful currency of the United States of America.

"Environmental Law" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, or rules, and all judgments, orders, decrees, permits, concessions, grants, franchises, licenses, permits, agreements or governmental restrictions relating to air, water or land pollution, wetlands, or the protection of the environment or the release of any materials into the environment, including air, water or land and those related to Hazardous Materials, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Authority directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Event of Default" has the meaning given that term in the lead-in paragraph to Article VII.

"Event of Insolvency" means the occurrence of one or more of the following events:

- (a) the Authority shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization, arrangement, adjustment, winding-up, dissolution, composition or other similar relief with respect to itself or its indebtedness under any bankruptcy, insolvency, reorganization or other similar law for the relief of debtors now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or a substantial part of its property (other than pledging all of the Collateral to the Trustee under the Indenture or any acknowledgement thereof or consent thereto), (ii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, (iii) make a general assignment for the benefit of creditors, (iv) admit in writing its inability to pay its indebtedness as it becomes due, or (v) take any official action through its governing board to authorize any of the foregoing; or
- any of the following shall occur with respect to the Authority: (i) an involuntary case or other proceeding shall be commenced in a court of competent jurisdiction against the Authority seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property (other than pledging all of the Collateral to the Trustee under the Indenture or any acknowledgement thereof or consent thereto) and either (A) the Authority shall consent in writing to such action or (B) such case shall not be dismissed within sixty (60) days, (ii) an order for relief shall be entered against the Authority under the federal bankruptcy laws as now or hereafter in effect or pursuant to any other State or federal laws concerning insolvency or of similar purpose, (iii) a final and non-appealable debt moratorium, debt adjustment, debt restructuring or comparable extraordinary restriction with respect to the payment of principal or interest on the Notes or the Authority Refunding Bonds shall be declared or imposed pursuant to a finding or ruling by the Authority, the United States of America, the State, any instrumentality thereof or any other Governmental Authority of competent jurisdiction over the Authority, or (iv) the issuance, under any bankruptcy, insolvency, reorganization or other similar law of any state or of the United States of America for the relief of debtors now or hereafter in effect, of an order of rehabilitation, liquidation or dissolution of the Authority.

"Extended OCLTA Purchase Period" has the meaning given that term in Section 8.05.

"Final Payment Date" means, with respect to any Authority Refunding Bond, the earliest to occur of (i) the Amortization End Date, and (ii) the date that the Available Commitment of OCLTA is permanently reduced to zero or this Agreement is otherwise terminated prior to its Stated Expiration Date.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, applied by the Authority on a basis consistent with the Authority's most recent financial statements.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, tribunal, agency, bureau, court or entity (including the Federal Deposit Insurance Corporation or the Federal Reserve Board, any central bank or any comparable authority).

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Indebtedness" means and includes all items that would be classified as a liability of the Authority in accordance with GAAP, including, without limitation, (a) indebtedness or liability for borrowed money, or for the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business); (b) obligations as lessee under leases which should have been, or should be, recorded as capital leases in accordance with generally accepted accounting principles; (c) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor against loss; and (d) obligations secured by any mortgage, lien, pledge, security interest or other charge or encumbrance on property, whether or not the obligations have been assumed.

"Indenture" has the meaning set forth in the recitals hereof.

"Lien" means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, capital lease or other title retention arrangement.

"M2 Revenues" shall mean the "Sales Tax Revenues" as defined in that certain Master Indenture of Trust between OCLTA and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of December 1, 2010.

"Maximum Authority Refunding Bond Interest Rate" means the lesser of (i) the Maximum Lawful Rate and (ii) eighteen percent (18%) per annum.

"Maximum Lawful Rate" means the maximum rate of interest on the relevant obligation permitted by applicable law without regard to any filing made by a lender with respect to notice of rates in excess of any statutory or regulatory threshold interest rate.

"Moody's" means Moody's Investors Service, Inc. and its successors and assigns.

"Notes" has the meaning assigned to that term in the recitals to this Agreement.

"Notice of OCLTA Purchase" means a notice in the form of Exhibit A.

"OCLTA" has the meaning assigned to that term in the recitals to this Agreement and shall include all permitted successors and assigns.

"OCLTA Purchase Date" means the 5th Business Day prior to the Expiration Date during OCLTA Purchase Period on which OCLTA is required to advance funds for the purchase of Notes pursuant to Section 2.02.

"OCLTA Purchase Period" means the period from the Closing Date to and including the earliest of (i) the Stated Expiration Date then in effect, (ii) the date on which no Notes (including Authority Refunding Bonds) are Outstanding, or (iii) the close of business on the date the Available Commitment is reduced to zero or terminated pursuant to Section 2.03.

"OCLTA Rate" means, with respect to any Authority Refunding Bond, except as otherwise provided in Section 3.01(b) hereof, the interest rate determined as of the date of purchase of the Authority Refunding Bonds and on each 12 month anniversary thereof equal to the greater of (i) the total interest cost payable by OCLTA with respect to any bonds issued by OCLTA to fund its purchase of the Authority Refunding Bonds on the OCLTA Purchase Date, and (ii) the trailing 12-month total return for the Authority's short term portfolio as reported annually on the June 30th preceding the Purchase Date, via the Authority's investment management software.

"OCLTA Sale Date" has the meaning given that term in Section 2.04(b).

"Official Statement" means the Official Statement (and any documents incorporated therein by reference and any exhibits or attachments thereto and any amendments thereof or supplements thereto) dated August ___, 2021, relating to the Notes.

"Payment Office" means the wire transfer instructions of OCLTA as described in Section 8.07 hereof.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or a political subdivision or an agency or instrumentality thereof.

"Potential Default" means the occurrence of any event which, with the passage of time, the giving of notice, or both, would become an Event of Default.

"Property" means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

"Purchase Price" with respect to any Note or portion thereof on an OCLTA Purchase Date therefor, means the unpaid principal amount thereof, without premium.

"Purchase Termination Date" means the close of business on the date on which OCLTA is no longer required to purchase Notes pursuant to Section 7.04(a), (b) or (c).

"RATING AGENCY" means and its success	ors and assigns
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"Rating Agencies" means (i) RATING AGENCY (to the extent RATING AGENCY is then rating the Notes or the Authority Refunding Bonds, as the context may require), (ii) Moody's (to the extent Moody's is then rating the Notes or the Authority Refunding Bonds, as the context may require), or (iii) any successor or additional rating agency (to the extent such successor or additional rating agency is then rating the Notes or the Authority Refunding Bonds, as the context may require at the written request of the Authority with the written consent of OCLTA).

"Related Documents" means the Indenture, the Notes, and this Agreement, as the same may be amended or modified from time to time in accordance with their respective terms and the terms hereof.

"Sale Price" has the meaning given that term in Section 2.04(b).

"Security" means the pledge of the Collateral by the Authority pursuant to the Indenture, together with all other amounts held on deposit in the funds and accounts established thereunder subject to the terms of the Indenture.

"State" means the State of California.

"Stated Expiration Date" means October 15, 2024.

"Trustee" means U.S. Bank National Association and shall include all permitted successors and assigns, and shall further include any trustee appointed for the Notes.

"Written" or "in writing" means any form of written communication or a communication by means of telex, telecopier or facsimile device, telegraph or cable.

Section 1.02. Interpretation. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "including" shall be deemed to be followed by the words "without limitation." All references to Sections and Exhibits shall be deemed references to Sections of and Exhibits to this Agreement unless the context shall otherwise require.

Section 1.03. Accounting Matters. All accounting terms used herein without definition shall be interpreted in accordance with GAAP, and except as otherwise expressly provided herein all accounting determinations required to be made pursuant to this Agreement shall be made in accordance with GAAP.

ARTICLE II

THE COMMITMENT

Section 2.01. Commitment to Purchase Authority Refunding Bonds. OCLTA agrees, on the terms and conditions contained in this Agreement, to purchase Authority Refunding Bonds, on behalf of and for OCLTA's own account, during OCLTA Purchase Period at the Purchase Price. The aggregate principal amount (or portion thereof) of any Authority Refunding Bond purchased on behalf of OCLTA on any OCLTA Purchase Date shall be an Authorized Denomination applicable to the Authority Refunding Bonds, and in any case the aggregate principal amount of all Authority Refunding Bonds purchased on behalf of OCLTA on any OCLTA Purchase Date shall not exceed the Available Principal Commitment on such date. Any Authority Refunding Bonds so purchased shall thereupon shall, from the date of such purchase bear interest at OCLTA Rate subject to the provisions of Section 2.04(c) and have other characteristics of Authority Refunding Bonds as set forth herein and in the indenture or trust agreement relating to the Authority Refunding Bonds.

Section 2.02. Method of Purchasing. If on the 75th day prior to the maturity of the Notes the Trustee has given notice to the Authority pursuant to the Indenture that it does not have sufficient funds to repay all of the principal of and accrued but unpaid interest on the Notes on their due date, OCTA shall submit to OCLTA a notice substantially in the form of Exhibit A, as the case may be (any such notice to be referred to as a "Notice of OCLTA Purchase"), OCLTA will, during the OCLTA Purchase Period, subject to the satisfaction of the conditions set forth in Section 6.02 hereof, transfer not later than 2:30 p.m. (California City time) on OCLTA Purchase Date to the Trustee, in funds to be available as specified in such Notice of OCLTA Purchase, an amount equal to the aggregate Purchase Price of the Authority Refunding Bonds as set forth in the applicable Notice of OCLTA Purchase. OCLTA shall not have any responsibility for, or incur any liability in respect of, any act, or any failure to act, by the Trustee which results in the failure of the Trustee to credit the appropriate account with funds made available by OCLTA pursuant to this Section 2.02. OCLTA shall purchase any Authority Refunding Bonds it is required to purchase with its own funds and purchase payments shall be made in immediately available funds. Amounts made available hereunder which are not so used to purchase Authority Refunding Bonds will be returned to OCLTA by the Trustee no later than 4:30 p.m. (California City time) on the OCLTA Purchase Date. Amounts held by the Trustee and not returned by the Trustee to OCLTA pursuant to the preceding sentence shall accrue interest, commencing on the OCLTA Purchase Date, equal to the Alternate Base Rate until such date as such amounts shall be returned to OCLTA. Payments by the Authority pursuant to the preceding sentence shall be made upon demand by OCLTA therefor.

OCLTA shall use any legally available funds to purchase the Authority Refunding Bonds, including M2 Revenues, on the OCLTA Purchase Date and shall use its best efforts to issue its bonds, notes or other evidences of indebtedness secured by M2 Revenues on a subordinate basis from OCLTA's outstanding bonds secured on a senior lien basis (such subordinate lien indebtedness to be issued with substantially the same terms as set forth in Exhibit D attached hereto and incorporated herein) the proceeds of which along with other legally available funds of OCLTA shall be in an amount equal to the purchase price of the Authority Refunding Bonds. So long as

the Notes are outstanding, OCLTA will not issue bonds, notes or other evidences of indebtedness secured by M2 Revenues on a subordinate basis from OCLTA's outstanding bonds secured on a senior lien basis.

Section 2.03. Reduction of Commitment.

- (a) Mandatory Reduction of Commitment. Upon receipt by OCLTA of notice of any redemption, repayment, defeasance or other payment or deemed payment pursuant to the Indenture of all or any portion of the principal amount of the Notes so that said Notes shall have ceased to be Outstanding under the Indenture the aggregate Available Commitment of OCLTA shall automatically be reduced by the principal amount of said Notes so redeemed, repaid, defeased or otherwise deemed paid. The Trustee shall cause written notice of such redemption, repayment, defeasance, other payment or conversion to be promptly delivered to OCLTA.
- (b) Expiration of OCLTA Purchase Period. The Available Commitment shall automatically terminate at 5:00 p.m. (California City time) on the date of expiration of OCLTA Purchase Period.
- (c) *No Other Termination*. Except as specifically provided in this Section 2.03 or otherwise in Article VII, no Person shall have the right to reduce or terminate the Available Commitment.

Section 2.04. Sale of Authority Refunding Bonds. OCLTA expressly reserves the right to sell, at any time, Authority Refunding Bonds subject, however, to the express terms of this Agreement. OCLTA agrees that such sales will be made only to institutional investors or other entities that customarily as part of their business purchase commercial paper or tax-exempt securities in large denominations. OCLTA agrees to promptly notify the Trustee and the Authority in writing of any such sale and shall provide the Trustee and the Authority with the written agreement of each transferee (A) acknowledging the terms of this Agreement relating to its purchase of Notes, (B) acknowledging that there is no short-term investment rating assigned to such Bond so long as it remains a Authority Refunding Bond, (C) agreeing not to sell such purchased Authority Refunding Bond except for sales to OCLTA and sales to institutional investors or other entities that customarily as part of their business purchase commercial paper or tax-exempt securities in large denominations which agree to be bound by the sale restrictions of this Section 2.04, (D) agreeing that such Bond is subject to sale, and may cease to be a Authority Refunding Bond, as provided in this Section 2.04, and providing instructions for how to notify such transferee of such sale, and (E) acknowledging that so long as such Bond remains an Authority Refunding Bond, OCLTA is not obligated to purchase it hereunder.

Section 2.05. Security. The Authority and OCLTA intend that the payment of principal and interest on Authority Refunding Bonds and the payment of all other obligations due and owing to OCLTA under this Agreement shall, in all events, have the benefit and security of the Indenture or such other indenture or trust agreement relating to the Authority Refunding Bonds, as provided therein. The payment of principal and interest on Authority Refunding Bonds shall be secured in accordance with and subject to the terms of the Indenture or such other indenture or trust agreement

relating to the Authority Refunding Bonds on an equal and ratable basis and are superior in all respects to any pledge and lien for Subordinate Obligations.

ARTICLE III

INTEREST RATES; PAYMENTS

Section 3.01. Notes to Bear Interest at OCLTA Rate; Other Interest Provisions.

- (a) OCLTA Rate. Any Bond purchased by OCLTA pursuant to this Agreement shall thereupon become an Authority Refunding Bond and shall bear interest at the OCLTA Rate for the period commencing from the date that OCLTA shall have purchased said Bond and, subject to Section 2.04(c), continuing until said Bond is paid in full. Payments by the Authority pursuant to this Section 3.01(a) shall be made upon demand therefor made by OCLTA to the Authority and the Trustee. The failure of OCLTA to give any notice shall not limit or otherwise affect the obligation of the Authority to pay interest on Authority Refunding Bonds at the rates specified in this Section 3.01.
- (b) Default Rate. If the principal or interest of any Authority Refunding Bond or any other obligation of the Authority under this Agreement (including, to the extent permitted by law, any interest payment required thereunder) is not paid when due (whether by redemption or otherwise), such overdue payment or other obligation shall bear interest from the date such amount or other obligation, as the case may be, was due until paid in full (after as well as before judgment) at the Default Rate. Payments by the Authority pursuant to this Section 3.01(b) shall be made upon demand therefor made by OCLTA to the Authority and the Trustee. If at any time an Event of Default has occurred and is continuing, the principal amount of any Authority Refunding Bond or any other obligation of the Authority under this Agreement (including, to the extent permitted by law, any interest payment required thereunder) shall bear interest from the date such principal amount or other obligation, as the case may be, was due until paid in full (after as well as before judgment) at the Default Rate, such interest to be payable on demand.
- outstanding and as to each monthly interest period, in the event that the amount of interest which would be payable on Authority Refunding Bonds (calculated, with respect to Authority Refunding Bonds at the OCLTA Rate, but expressly disregarding for purposes of this subsection (c) the limitation contained in the definition of "OCLTA Rate" that such rate shall not exceed the Maximum Authority Refunding Bond Interest Rate, exceeds the Maximum Authority Refunding Bond Interest Rate, the amount of such excess shall not be payable on the Interest Payment Date for such monthly interest period as interest on such Authority Refunding Bonds, but shall be deferred ("Deferred Interest"). Deferred Interest shall be allocated among Authority Refunding Bonds outstanding on such Interest Payment Date based upon the principal amount thereof and the length of time such Authority Refunding Bonds were outstanding during the monthly interest period related to such Interest Payment Date. Deferred Interest arising on any Interest Payment Date shall become payable on the next succeeding Interest Payment Date or Dates to the extent the interest (including Deferred Interest) payable on Authority Refunding Bonds for the monthly interest period ending on such Interest Payment Date does not exceed the Maximum Authority

Refunding Bond Interest Rate for such monthly interest period. All amounts of interest payable on an Authority Refunding Bond, including without limitation, Deferred Interest, for so long as such Bond shall remain an Authority Refunding Bond, shall constitute interest on such Bond. To the extent Deferred Interest shall be unpaid with respect to Authority Refunding Bonds, and such Notes shall be redeemed or remarketed or shall otherwise cease to be Authority Refunding Bonds, such unpaid Deferred Interest shall be converted into a fee payable to OCLTA (herein, the "Deferred Interest Fee Amount") and shall bear interest at a rate per annum equal to OCLTA Rate payable on the next succeeding Interest Payment Date. Payments by the Authority pursuant to this Section 3.01(c) shall be made upon demand therefor by OCLTA to the Authority and the Trustee, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof.

Section 3.02. Maturity; Interest. The Authority agrees that, with respect to each Authority Refunding Bond, (i) such Authority Refunding Bond shall be paid in full no later than the Final Payment Date, if not earlier required to be paid under this Agreement; (ii) the interest on the unpaid amount of each such Authority Refunding Bond from and including the OCLTA Purchase Date shall be computed at a rate per annum equal to OCLTA Rate as determined pursuant to Section 3.01; and (iii) interest payable pursuant to clause (ii) shall be due and payable (A) monthly in arrears on the first Business Day of each calendar month, (B) upon redemption (to the extent of the interest accrued on the amount being redeemed), and (C) on the Final Payment Date. Each demand for payment pursuant to this Section 3.02 shall be accompanied by a certificate of an officer of OCLTA in reasonable detail setting forth the computation of such amount, which certificate shall be conclusive, absent manifest error, and such demand shall be paid by the Authority upon demand by OCLTA.

Section 3.03. Amortization of Authority Refunding Bonds. (a) Outstanding Authority Refunding Bonds shall be subject to amortization in 20 equal (or early equal) quarterly installment of principal or such other amortization schedule as agreed to between the Authority and OCLTA, or mandatory redemption or purchase in full on the date which the fifth anniversary following the OCLTA Purchase Date on which such Authority Refunding Bonds are purchased hereunder.

Section 3.04. Computations; Payments. (a) Interest (including interest at the Default Rate) and other amounts payable to OCLTA hereunder, including interest on Authority Refunding Bonds, shall be computed on the basis of a 365-day or 366-day year, as applicable and actual days elapsed. Except as provided in Section 2.02, any payments received by OCLTA later than 3:30 p.m. (California City time) on any day shall be deemed to have been paid on the next succeeding Business Day. All payments to OCLTA hereunder shall be made in Dollars and in immediately available funds. Unless OCLTA shall otherwise direct, all such payments shall be made as set forth herein.

(b) Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof. Any computation of the amounts due under this Article III, including, without limitation, OCLTA Rate and Deferred Interest in connection with Authority Refunding Bonds, but excluding the computation of amounts required to be determined pursuant to the Indenture, shall be the obligation of the Authority and shall, absent manifest error, be binding on the Authority and the Trustee.

(c) Payments (other than remarketing proceeds) received by OCLTA from the Authority under this Agreement shall be applied, first, to any fees, costs, charges or expenses payable by the Authority to OCLTA under this Agreement; second, to past due interest; third, to current interest; and fourth, to principal.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

- Section 4.01. Representations of the Authority. The Authority makes the following representations and warranties to OCLTA as of the Closing Date and as of the effective date of any extension of the Stated Expiration Date (which representations and warranties shall survive the execution and delivery of this Agreement and any purchases of Authority Refunding Bonds):
- (a) Existence. The Authority is a regional transportation authority duly organized and validly existing under the laws of the State, including the Act, with full right and power (i) to issue the Notes, (ii) to own its properties and to carry on its activities as now conducted and as contemplated to be conducted in connection with the issuance of the Notes and the execution, delivery and performance of its obligations under the Related Documents and this Agreement, (iii) to execute, deliver and perform its obligations under the Related Documents and this Agreement, and (iv) to provide for the security of the Notes pursuant to the Act and the Indenture; and the Authority has complied with all provisions of applicable law, including the Act, in all matters related to such actions of the Authority as are contemplated by the Related Documents and this Agreement.
- (b) Authorization; Contravention. The execution, delivery and performance by the Authority of this Agreement and each other Related Document are within the Authority's powers, have been duly authorized by all necessary action, and do not and will not conflict with, or result in a violation of, any provision of law, including the Act, or any order, writ, judgment, injunction, decree, award, law, rule or regulation of any court or governmental agency or instrumentality binding upon or applicable to the Authority, and do not and will not conflict with, result in a violation of, or constitute a default under, any resolution, agreement or instrument to which the Authority is a party or by which the Authority or any of its property is bound, or result in the creation or imposition of any lien on, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound, except for the lien on Collateral set forth in the Indenture.
- (c) Binding Effect. (i) This Agreement and the other Related Documents constitute valid and binding agreements of the Authority, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies local transportation authorities in the State.
- (ii) The Indenture creates the pledge, lien and assignment which it purports to create to secure the Notes (including Authority Refunding Bonds), as and to the extent provided

in the Indenture and the Authority has not pledged or granted a lien, security interest or other encumbrance of any kind on the security pledged to the Notes that is senior or superior to the pledge in favor of the Notes or the Authority Refunding Bonds. Each of the statements set forth in Section 2.08 of this Agreement is true and correct.

- (d) *No Consent or Approval*. No consent, approval, permit, authorization or order of, or registration or filing with, any court or governmental agency, authority or other instrumentality not already obtained, given or made is required on the part of the Authority for the execution, delivery and performance by the Authority of the Related Documents or this Agreement.
- (e) Financial Information. (i) The audited financial statements of the Authority for the fiscal year ended June 30, 2020, as heretofore delivered to OCLTA, are, as of the Closing Date, complete and correct and fairly present the financial position of the Authority at the end of such fiscal year and the results of operations for the year then ended, and have been prepared in conformity with GAAP, consistently applied.
- (ii) As of the Closing Date, except as otherwise disclosed to OCLTA in writing by the Authority, since June 30, 2020 there has been no material adverse change in the business, assets, condition, financial position, results of operations, properties, revenues or prospects of the Authority.
- Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or (f) in equity, before or by any court, arbitrator, governmental agency or authority, or other board, body or official, pending or, to the best knowledge of the Authority, threatened against or affecting the Authority, questioning the validity of the Act or any proceeding taken or to be taken by the Authority in connection with the execution, delivery and performance by the Authority of the Related Documents or this Agreement, or otherwise involving or affecting the Authority, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Authority of any of the foregoing, nor, to the best knowledge of the Authority, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect (i) the validity of the Act or any provision thereof material to the transactions contemplated by this Agreement, the Indenture or the other Related Documents, (ii) the validity or enforceability of, or the authority or ability of the Authority to perform its obligations under, the Indenture, the other Related Documents or this Agreement or the validity, enforceability or perfection of the pledge of and lien on the Collateral under the Indenture, or (iii) the ability of the Authority to conduct its activities as presently conducted or as proposed or contemplated to be conducted under the terms of this Agreement, the Indenture and the other Related Documents.
- (g) No Governmental Fees. To the best knowledge of the Authority, neither the execution, delivery nor performance by OCLTA of this Agreement or any of the other Related Documents will give rise to any tax, including without limitation any stamp tax, or any fee of any State agency or government body in or of the State or under federal laws or regulations.
- (h) *No Default*. The Authority is not in default under (i) the Act, (ii) any order, writ, injunction or decree of any court or Governmental Agency applicable to or binding on it or any of its properties, (iii) any law or regulation, (iv) any of its Indebtedness, (v) any contract, agreement

or instrument to which it is a party or by which it or its property is bound, in each case, which default could have a material adverse effect on the business, assets, condition, financial position, results of operations, properties, revenues or prospects of the Authority or an adverse effect on the validity or enforceability of, or the authority or ability of the Authority to perform its obligations under, this Agreement and the Related Documents to which it is a party; and no event has occurred which with the giving of notice or the passage of time or both would constitute a default. No event, act or omission has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default.

- (i) Official Statement. The Official Statement, a true copy of which has heretofore been delivered to OCLTA, was prepared with respect to the Notes. In addition, all amendments or supplements to the Official Statement prepared prior to the Closing Date have also been delivered to OCLTA. The Official Statement, as of its date, did not contain any untrue statement of a material fact with respect to the Authority, and did not omit to state a material fact with respect to the Authority necessary to make the statements therein with respect to the Authority, in light of the circumstances under which they were made, not misleading. If the Authority, subsequent to the Closing Date, prepares any amendments, supplements or replacement to the Official Statement containing information about the Authority, the Authority will provide a true copy to OCLTA, and such Official Statement, as of its date, will not contain any untrue statement of a material fact with respect to the Authority, and will not omit to state a material fact with respect to the Authority necessary to make the statements therein with respect to the Authority, in light of the circumstances under which they were made, not misleading; provided that no representation is made as to information with respect to any party other than the Authority included therein.
- (j) Pending Legislation. (i) As of the Closing Date, the Authority knows of no legislation pending that could, if enacted, affect the validity or enforceability of this Agreement or the Related Documents, or the ability of the Authority to perform its obligations hereunder or under the Related Documents, and (ii) no legislation has been enacted which in any way adversely affects the Notes or the execution, delivery or performance of this Agreement or the Related Documents or the creation, organization or existence of the Authority or the titles to office of any officers thereof, or the power of the Authority to carry out its obligations under this Agreement or the Related Documents or the ability of the Authority to perform its obligations hereunder or under the Related Documents.
- (k) Environmental Laws. The Authority and its property (i) have not become subject to any Environmental Liability nor does it know of any basis for any Environmental Liability, (ii) have not received notice to the effect that any of the Authority's property or its operations are not in compliance with any of the requirements of any Environmental Laws or any applicable federal, state or local health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, and (iii) to the best of the knowledge of the Authority, is in compliance with all Environmental Laws and has obtained and maintains or complies with any permit, license or other approval required under any Environmental Law, in each of (i), (ii) and (iii) above, except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to adversely affect the security for any of the Notes, or the Authority's ability to pay when due its obligations under, or the validity

or enforceability of, this Agreement, the Notes or any of the other Related Documents to which it is a party, or materially adversely affect the business, assets, condition, financial position, results of operations, properties, revenues or prospects of the Authority. The Authority agrees that any Person with whom the Authority enters into a project contract with respect to the Authority's properties will agree to act in accordance with the terms of this subsection as to the Authority's properties.

- (l) *Trustee*. [Trustee] is the duly appointed and acting Trustee with respect to the Notes.
- (m) No Existing Right to Accelerate. As of the Closing Date, no Person has a right under any indenture or any supplemental indenture relating to any Notes or any other document or agreement relating to any Notes to direct the Trustee or any other Person to declare the principal of and interest on any Notes to be immediately due and payable.

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.01. Covenants of the Authority. During the term of this Agreement, and until the obligations of the Authority to OCLTA hereunder are paid in full including full payment of Authority Refunding Bonds, and OCLTA has no further commitment hereunder, unless OCLTA shall otherwise consent in writing, the Authority covenants and agrees as follows:

- (a) *Information*. The Authority will deliver to OCLTA:
- as soon as practicable and, in any event, within 210 days after the end of (i) each fiscal year of the Authority, a balance sheet of the Authority as at the end of such fiscal year and statements of operations and fund balances and cash flows and changes in financial position for the fiscal year then ended, all in reasonable detail prepared in accordance with GAAP consistently applied and any applicable regulations accompanied by a report and opinion of the Authority's independent accountants (who shall be of nationally recognized standing) which report and opinion shall have been prepared in accordance with GAAP, together with the audit report of such independent certified public accountants (which report shall not be qualified as to the conduct of such audit in accordance with generally accepted auditing standards). In addition, the chief executive officer, chief financial officer, treasurer or executive director of the Authority shall deliver to OCLTA within said period of 210 days a certificate, substantially in the form of Exhibit E, (i) stating that nothing has come to his attention to lead him to believe that any Event of Default hereunder exists or, if such is not the case, specifying such Event of Default and the nature thereof;
- (ii) as soon as practicable and, in any event, within 60 days after the end of each fiscal quarter of the Authority, the Authority shall provide to OCLTA the unaudited statement of revenue and expenditures of the general fund of the Authority for the preceding fiscal quarter and for the year to date, in each case, in reasonable detail and

subject to year-end adjustment, in format similar to the information provided in clause (i) above, comparing such information to the same periods in the prior fiscal year, r;

- (iii) as soon as practicable after adoption by the governing body of the Authority, and, in any event within thirty (30) days of the adoption thereof, the approved budget of the Authority for the upcoming fiscal year;
- (iv) promptly, and in any event within five (5) Business Days after the Authority shall have obtained knowledge, of the occurrence of an Event of Default, the written statement of an authorized officer of the Authority setting forth the details of each such Event of Default and the action which the Authority proposes to take with respect thereto;
- (v) as soon as possible but, in any event, within 30 days after the issuance thereof, copies of any prospectus, official statement, offering circular, placement memorandum or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the Authority makes available in connection with the offering for sale of any securities of which it is the issuer, and, on OCLTA's reasonable request, to the extent not duplicative of items delivered pursuant to subsection (x) below, copies of all annual reports, and notices of filing of all other reports, that the Authority may be required to file with any governmental commission, department, board, bureau or agency, Federal or State;
- (vi) promptly, notice of any change, suspension or withdrawal in the ratings on the Notes or the Authority Refunding Bonds, by Moody's or RATING AGENCY forthwith upon the occurrence thereof;
- (vii) promptly, notice of the failure of the Authority to make a payment under any other Indebtedness of the Authority;
- (viii) promptly (i) notice of the failure by the Trustee to perform any of their respective obligations under the Related Documents to which such entity is a party, (ii) notice of any proposed substitution of this Agreement, and (iii) notice of any resignation or removal of the Trustee;
- (ix) promptly upon receipt of the written request therefor from OCLTA, copies of all management letters of substance and other reports of substance that are submitted to the Authority by its independent accountants in connection with any annual or interim audit of the books of the Authority made by such accountants;
- (x) promptly, after the filing thereof, any material event notices or other filing required to be filed pursuant to Securities and Exchange Commission Rule 15c2-12 or pursuant to any continuing disclosure agreement entered into by the Authority relating to an adverse (including preliminary) determination as to the tax exempt status of the Notes or other events affecting the tax exempt status of the Notes as required by the provisions of said Rule;

- (xi) promptly, notice of any redemption, repayment or other payment of any or all of the Notes;
- (xii) promptly, notice of any proposed amendments to Related Documents and copies of all actual amendments thereto; and
- (xiii) from time to time such other information with respect to the affairs, properties, business, revenues, condition (financial or other), results of operations or prospects of the Authority or with respect to the Notes and the transactions contemplated hereby and by the Related Documents as OCLTA may from time to time reasonably request.
- (b) No Amendment Without Consent of OCLTA. Subject to Section 5.01(e), the Authority will not agree or consent to any amendment, supplement or modification of any Related Document, nor waive any provision thereof, in any manner which would materially and adversely affect OCLTA, without the prior written consent of OCLTA.
- (c) *Trustee*. The Authority shall not appoint any Person to perform the duties of the Trustee in accordance with the terms of the Indenture, without the consent of OCLTA, which consent shall not be unreasonably withheld.
- (d) Incorporation of Covenants by Reference. The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Indenture and the other Related Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that (A) any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person and (B) any such waiver or consent or acceptance of a document, opinion or other instrument would adversely affect the interests of OCLTA, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to in writing by OCLTA and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to OCLTA. Without the written consent of OCLTA, no amendment to such covenants and agreements or defined terms made pursuant to any certificate or any other Related Document shall be effective to amend such covenants and agreements and defined terms as incorporated by reference herein.

(e) Reserved.

- (f) Maintenance of Books and Records. The Authority will keep proper books of record and account in which full, true and correct entries in accordance with GAAP will be made of all dealings or transactions in relation to its business and activities.
- (g) Access to Officers, Employees or Agents. The Authority will permit its officers, employees and agents to discuss with OCLTA matters pertinent to an evaluation of the credit of

the Authority, all at such reasonable times as OCLTA may reasonably request and at the expense of the Authority upon and during the continuance of an Event of Default.

- (h) *Inspection of Records*. At any reasonable time and upon reasonable prior notice from time to time, and at the expense of the Authority upon and during the continuance of an Event of Default, the Authority shall permit OCLTA or any agents or representatives thereof designated in writing (i) to visit and inspect any of the properties of the Authority, and to discuss the affairs, finances and accounts of the Authority with, and to be advised as to the same by, the principal officers and employees of the Authority and its independent public accountants, all at such reasonable times during normal business hours and as often as OCLTA may reasonably request, and (ii) to review and inspect the corporate books and financial records of the Authority and to make copies thereof and extracts therefrom.
- (i) Compliance with Law. The Authority shall comply with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards of any court or Governmental Agency, which are applicable to the Authority or any of its properties; provided, however, that the Authority may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto, so long as such acts do not affect the validity or enforceability of, or the power and authority of the Authority to perform its obligations under, this Agreement and the Related Documents to which it is a party.
- (j) *Proceeds of Notes*. The proceeds of the Notes and the purchase of the Authority Refunding Bonds will be used by the Authority solely for the purposes described in the Indenture.
- (k) Payment of Obligations. (i) The Authority shall take such action as necessary to cause payment of the Notes and Authority Refunding Bonds, and shall take such further action as is appropriate in order to provide for payment of any and all of its obligations hereunder and under all of the Related Documents, including, without limitation, including such amounts in its budget as and to the extent applicable.
 - (ii) The Authority shall pay (a) all indebtedness and obligations of the Authority in accordance with the terms thereof and (b) all assessments or other governmental charges as the same respectively become due, all taxes, assessments (general or special) and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to any of its or its businesses, property, revenues and assets or any interest thereon and promptly discharge or cause to be discharged all liens, encumbrances and charges on such businesses, property, revenues and assets.
- (l) Further Assurances. From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as OCLTA may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and each of the Related Documents. Except to the extent it is exempt therefrom, the Authority will pay or cause to be paid all filing, registration and recording fees incident to such

filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance.

- (m) *Preservation of Existence*. The Authority will not directly or indirectly:
- (i) Terminate, wind up, liquidate or dissolve its affairs or sell, transfer, convey or lease (whether in a single transaction or a series of transactions) all or any substantial part of its properties or assets.
- (ii) Consolidate or merge with or into any other corporation, organization, partnership, association, government, political subdivision, public benefit corporation or other entity, including an individual, unless:
 - (A) neither the validity nor enforceability of the Notes or the Indenture shall be adversely affected thereby;
 - (B) such merger or consolidation shall be with or into another body politic and corporate, which shall assume in writing or by operation of law, the due and punctual performance and observance of all covenants, agreements and conditions of the Fifth Supplemental Indenture, the Notes, the Indenture and this Agreement;
 - (C) the pledge of the Security shall remain in full force and effect with respect to the Notes (including Authority Refunding Bonds) and the other obligations of the Authority under this Agreement and the priority of such pledge shall remain the same as in effect prior to such merger or consolidation;
 - (D) the long-term ratings on the Notes by RATING AGENCY, Moody's and _____ (to the extent each such Rating Agency is then rating the Notes) shall remain the same as in effect prior to such merger or consolidation;
 - (E) no Event of Default will have occurred and be continuing, both before and after giving effect to such merger or consolidation; and
 - (F) such merger or consolidation shall not have a material adverse effect on the Notes, this Agreement or any other Related Document or otherwise to the operations, affairs, properties, condition (financial or otherwise) or prospects of the Authority, as determined by OCLTA, in its sole discretion.

At least thirty (30) days before the consummation of any such consolidation or merger, the Authority shall give notice thereof in reasonable detail to OCLTA. The Authority promptly shall furnish such additional information with respect to any such consolidation or merger as OCLTA shall request and, if OCLTA shall so request, an opinion of counsel satisfactory to OCLTA, in form and substance satisfactory to OCLTA, as to the matters set forth in subparagraphs (A), (B), (C), (E) and (F) of this subsection (q)(ii).

- (n) Liens, Etc. The Authority shall not create or suffer to exist any Lien upon or with respect to any of the funds or accounts created under the Indenture except those Liens specifically permitted under the Indenture. The Authority shall not create any pledge, lien or charge upon any of the Collateral having priority over or having parity with the lien of the Notes or the Authority Refunding Bonds.
- (o) Actions. The Authority shall not take any action, or cause the Trustee to take any action, under the Related Documents inconsistent with the rights of OCLTA under this Agreement including, without limitation, its obligations to make payments to OCLTA, without the prior written consent of OCLTA.
- (p) *Disclosure*. The Authority shall not refer to OCLTA in any official statement or make any changes in reference to OCLTA in any official statement without OCLTA's prior written consent thereto. OCLTA hereby consents to the inclusion of the disclosure information describing OCLTA that has been specifically provided for purposes of the Official Statement.
- (q) Additional Obligations. Except for the Notes and the Authority Refunding Bonds, the Authority shall not issue any obligations or securities payable in whole or in part from the Collateral.
 - (r) Reserved.
- (s) Accounting Methods and Fiscal Year. The Authority shall not adopt, permit or consent to any change in accounting practices other than as required by GAAP and will not adopt, permit or consent to any change in its fiscal year unless it provides prior written notice of such change to OCLTA.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.01. Conditions to OCLTA's Entering into Agreement. It shall be a condition precedent to OCLTA's entering into this Agreement that all proceedings taken in connection with the transactions contemplated hereby and all documents incident thereto including the Related Documents shall be in form and substance satisfactory to OCLTA and that the conditions enumerated in this Section 6.01 have been fulfilled to the satisfaction of OCLTA and its counsel. Delivery by OCLTA of fully executed signature pages to this Agreement shall constitute acknowledgment and acceptance by OCLTA that all such conditions have been met or waived.

(a) Representations. On the date of the execution and delivery of this Agreement: (i) there shall exist no Event of Default; (ii) all representations and warranties made by the Authority herein or in any of the Related Documents to which it is a party shall be true and correct with the same effect as though such representations and warranties had been made at and as of such time; (iii) the statements made by the Authority in this Agreement, in any of the Related Documents and in the information contained in the unaudited quarterly financial information of the Authority delivered to OCLTA pursuant to Section 6.01(b)(xii) hereof, in connection with this

Agreement are accurate in all material respects as of the Closing Date and the foregoing documents furnished to OCLTA by or on behalf of the Authority were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the Closing Date, represent the Authority's best estimate of its future financial performance; however, the parties acknowledge that there is no guarantee that the assumptions used therein will not be wrong to a material extent; and (iv) on the Closing Date, after giving effect to the transactions contemplated by this Agreement and the other Related Documents to which it is a party, the Property (including, without limitation, the Collateral when and as received) of the Authority will not be less than the probable liability on its debts as such debts become due, and the Authority expects to have reasonably sufficient revenues to conduct its business.

- (b) Supporting Documents. On or prior to the date of the execution and delivery of this Agreement, OCLTA shall have received, in form and substance satisfactory to OCLTA, the following:
 - (i) true and complete executed originals of this Agreement;
 - (ii) copies of the Indenture and each other Related Document not specified in (i) above;
 - (iii) certified copies of the resolutions of the Authority approving this Agreement, the Related Documents and the other matters contemplated hereby (which certificate shall state that such resolutions are in full force and effect as of the Closing Date);
 - (iv) originals (or copies certified to be true copies by the Authority) of all governmental and regulatory approvals, if any, at the time necessary for the Authority with respect to this Agreement and the transactions contemplated hereby;
 - (v) signature and incumbency certificates, dated the date of the execution and delivery of this Agreement, of the signatures of the officers of the Authority executing this Agreement and the Related Documents to which it is a party and which are being delivered on the date of this Agreement;
 - (vi) a certificate of the Authority, dated the date of the execution and delivery of this Agreement, to the effect set forth in Section 6.01(a) and covering such other matters as OCLTA may reasonably request;
 - (vii) a certificate of the Authority, dated the date of the execution and delivery of this Agreement, certifying and attaching true and complete copies of each of the applicable Related Documents, together with all amendment and modifications thereto;
 - (viii) signature and incumbency certificates, dated the date of the execution and delivery of this Agreement, of the signatures of the officers of the Trustee;

- (ix) a certificate of the Trustee, dated the date of the execution and delivery of this Agreement, covering such matters as OCLTA may reasonably request;
- (x) executed legal opinions, dated the date of the execution and delivery of this Agreement, addressed to OCLTA and in form and substance satisfactory to OCLTA (A) of Bond Counsel covering such matters as OCLTA may reasonably request, including without limitation, a reliance letter from Bond Counsel confirming that OCLTA may rely on the final approving opinion delivered by Bond Counsel in connection with the issuance of the Notes, (B) of counsel to the Authority covering such matters as OCLTA may reasonably request, and (C) of counsel to the Trustee covering such matters as OCLTA may reasonably request; and
- (xi) such other documents, instruments, approvals (and, if requested by OCLTA, certified duplicates of executed copies thereof) or opinions as OCLTA may reasonably request.
- (c) Ratings. OCLTA shall have received (i) satisfactory evidence that the Notes shall have been assigned a long-term rating of not less than "__" by RATING AGENCY and "__" by Moody's.
- (d) No Material Adverse Effect or Change. In the sole judgment of OCLTA, (i) since the most recent date on which the Authority has supplied information, financial or otherwise, to OCLTA, there has been no event which materially adversely affects the issuance of the Notes, the security for the Notes or the Authority's ability to repay when due its obligations under this Agreement and the Related Documents and (ii) since June 30, 2020, in the judgment of OCLTA, there has been no material adverse change or disruption in the financial banking or capital markets for liquidity facilities similar in nature to the facility contemplated by this Agreement.
- Section 6.02. Conditions Precedent to Purchase. The obligation of OCLTA to purchase Authority Refunding Bonds hereunder is subject to OCLTA receiving the Notice of OCLTA Purchase as provided in Section 2.02 hereof.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

The occurrence of any of the events set forth in Sections 7.01 shall constitute an event of default (each, an "Event of Default"). Upon the occurrence of an Event of Default(as hereinafter defined), OCLTA may exercise those rights and remedies provided in Section 7.03.

Section 7.01. Events of Default.

(a) *Payments*. The Authority shall fail to pay when due (i) principal or interest on Authority Refunding Bonds which has become due and payable, or (ii) any amounts owed by the Authority to OCLTA pursuant to this Agreement (other than as described in clause (i) above) and any such failure solely in the case of this clause (ii) is not cured within three (3) Business Days.

- (b) Representations. Any representation or warranty (other than the representations and warranties contained in Sections 4.01(v) and 4.01(w) hereof) made by or on behalf of the Authority in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made.
- (c) Covenants. The Authority shall fail to perform or observe any term, covenant or agreement (other than ones described in any other paragraph of this Section 7.01) contained in (or otherwise incorporated into) this Agreement (each a "Covenant Failure") which failure continues for thirty (30) days or more; provided that such Covenant Failure shall not constitute an Event of Default hereunder until such failure continues for sixty (60) days if (i) the Authority provides satisfactory evidence to OCLTA that such Covenant Failure is able to be cured within sixty (60) days of the occurrence of the Covenant Failure, (ii) the Authority provides reasonable assurances to OCLTA that the Covenant Failure will be cured within sixty (60) days of the occurrence of the Covenant Failure and (iii) the Authority provides satisfactory evidence to OCLTA that the Authority has commenced the process required to cure such Covenant Failure within ten (10) days of the occurrence of such Covenant Failure.
- (d) *Debt.* (i) Default by the Authority in the payment of any amount due in respect of any Indebtedness payable to OCLTA as and when the same shall become due, or (ii) default by the Authority in the payment of any amount due in respect of any other Indebtedness in an aggregate amount in excess of \$5,000,000 as and when the same shall become due, or (iii) (A) default under any mortgage, agreement or other instrument under or pursuant to which such Indebtedness is incurred or issued, and continuance of such default beyond any period of grace allowed with respect thereto, or (B) the occurrence of any act or omission by the Authority under any such mortgage, agreement or other instrument which, in the case of either (A) or (B), results in any amount of such Indebtedness (if such Indebtedness is a Indebtedness payable to OCLTA) or in excess of \$5,000,000 of such Indebtedness (with respect any other Indebtedness) becoming, or being capable of becoming, immediately due and payable.
- (e) *Invalidity*. Any provision of this Agreement, the Notes or any other Related Document shall cease to be valid and binding, or the Authority shall contest any such provision, or the Authority or any authorized agent or trustee on behalf of the Authority, shall deny that it has any further liability under any provision of this Agreement, the Notes or any other Related Document.
- (f) Other Documents. The occurrence of any default beyond the period of grace, if any, allowed with respect thereto under any Related Document other than this Agreement.
- (g) Financial Emergency. There shall be appointed or designated with respect to the Authority, an entity such as an organization, board, commission, authority, agency or body to monitor or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it.

- (h) Event of Taxability. One or more attachments against the property of the Authority, the operation or result of which, individually or in the aggregate, equal or exceed \$5,000,000 shall remain unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days.
 - (i) Event of Insolvency. The occurrence of an Event of Insolvency.

Section 7.02. Certain Other Matters. No failure or delay on the part of OCLTA in exercising any right, power or privilege hereunder and no course of dealing shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which OCLTA would otherwise have. No notice to or demand on the Authority or any other Person hereto in any case shall entitle the Authority or such other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of OCLTA to any other or further action in any circumstances without notice or demand.

Section 7.03. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement as provided in Section 7.01 hereof, OCTLA shall be entitled to exercise all remedies available at law or equity; provided in no event shall OCLTA be entitled to terminate its obligation to purchase Authority Refunding Bonds as provided in Section 2.01 hereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Changes to Agreement. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto. The Trustee shall give notice to RATING AGENCY, _____ and Moody's, if then rating the Notes, of any amendments to this Agreement.

Section 8.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that the Authority may not assign or transfer any of its rights or obligations hereunder without the prior written consent of OCLTA; and provided, further, however, with respect to OCLTA, no assignment shall occur and become effective until each of RATING AGENCY, _____ and Moody's, if then rating the Notes, has confirmed in writing that such assignment shall not cause the lowering, withdrawal or suspension of any ratings then existing on the Notes. OCLTA may disclose to any assignee or prospective assignee any information or other data or material in OCLTA's possession relating to this Agreement, any Related Document and the Authority, without the consent of or notice to the Authority. OCLTA shall have the right at any time to grant participations in all or part of its obligations hereunder and the obligations of the Authority hereunder to any other institutional purchaser (the "Participants") without the consent of or notice to the Authority or any other Person; provided, however, that notwithstanding anything herein to the contrary, OCLTA shall not grant participations in all or part of its obligations hereunder unless such participation is subject in all cases to the provisions of this Agreement; and provided, further that any such participation shall not relieve OCLTA from any of its obligations

under this Agreement and the Authority and the Trustee may deal exclusively with OCLTA for all purposes of this Agreement (including the making of all payments on Authority Refunding Bonds). OCLTA may disclose to any Participant or prospective Participant any information or other data or material in OCLTA's possession relating to this Agreement, any Related Document and the Authority, without the consent of or notice to the Authority.

Section 8.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 8.04. Submission to Jurisdiction; Waiver of Jury Trial; Judicial Reference.

- (a) Submission to Jurisdiction. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably: (i) submits, to the fullest extent permitted by applicable law, to the exclusive jurisdiction of each of the courts of the courts of the State of California and the United States District Court located in the Southern District of California; provided that the parties agree to the extent either such court shall have competent jurisdiction, that the parties shall first designate the United States District Court located in the Southern District of California as the site of such suit, action or proceeding; and (ii) waives, to the fullest extent permitted by applicable law, (1) any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, (2) any claim that such Proceedings have been brought in an inconvenient forum and (3) the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party and agrees that neither party shall bring Proceedings in any other jurisdiction.
- (b) Waiver of Jury Trial. The extent permitted by law, OCLTA, the Trustee and the Authority each hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to any related document or the transactions contemplated thereby. The Authority further agrees that, in the event of litigation, it will not personally or through its agents or attorneys seek to repudiate the validity of this Section 8.04, and it acknowledges that it freely and voluntarily entered into this Agreement to waive trial by jury in order to induce OCLTA to enter into this Agreement.
- (c) Judicial Reference Provisions. (i) Any and all disputes, claims and controversies arising out of this Agreement or the Related Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a party to this Agreement (collectively, the "Parties") against OCLTA related in any way to the financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section 8.04(c) in lieu of the jury trial waivers otherwise provided in this Agreement or the Related Documents.
 - (ii) Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 *et seq*.
 - (iii) The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience

practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.

- (iv) If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- (v) The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- (vi) Nothing in this Section 8.04(c) shall be deemed to apply to or limit the right of OCLTA (1) to exercise self-help remedies such as (but not limited to) setoff, or (2) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (3) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (4) to pursue rights against a Party in a third-party proceeding in any action brought against OCLTA (including actions in bankruptcy court). OCLTA may exercise the rights set forth in the foregoing clauses (1) through (4), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in this Agreement or the Related Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement or the Related Documents for judicial reference of any Dispute.
- (vii) If a Dispute includes multiple claims, some of which are found not subject to this Section 8.04(c), the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section 8.04(c) until all other Disputes or parts thereof are resolved in accordance with this Section 8.04(c). If there are Disputes by or against multiple parties, some of which are not subject to this Section 8.04(c), the Parties shall sever the Disputes subject to this Section 8.04(c) and resolve them in accordance with this Section 8.04(c).

- (viii) During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section 8.04(c), each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section 8.04(c). The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- (ix) In the event of any challenge to the legality or enforceability of this Section 8.04(c), the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.
- (x) The provisions of this Section 8.04(c) constitute a "Reference Agreement" between or among the parties within the meaning of and for purposes of California Code of Civil Procedure Section 638.

Section 8.05. Extension of OCLTA Purchase Period. The Stated Expiration Date may be extended from time to time, at the request of the Authority (in the form of Exhibit C attached hereto) made no earlier than 180 days prior to the Stated Expiration Date, by agreement in writing between the Authority and OCLTA (the period from the preceding Stated Expiration Date to such new Stated Expiration Date being herein sometimes called the "Extended OCLTA Purchase Period"). The Extended OCLTA Purchase Period may itself be extended in a like manner for additional periods. OCLTA has no obligation to agree to any Extended OCLTA Purchase Period. If OCLTA, in its sole and absolute discretion, determines to extend any such period, OCLTA shall give written notice of the election to extend to the Authority and the Trustee at least 120 days prior to the expiration of the then Stated Expiration Date. At the time of any extension, OCLTA may, in its sole and absolute discretion, renegotiate terms and conditions of this Agreement, including OCLTA Rate. Notwithstanding anything in this paragraph to the contrary, if OCLTA fails to give notice of an election to extend, this Agreement shall expire at the end of OCLTA Purchase Period or Extended OCLTA Purchase Period then in effect.

Section 8.06. Notice. Any notice, demand, direction, invoice, request or other instrument authorized or required by this Agreement to be given to or filed with the Trustee, OCLTA or the Authority, shall be deemed or have been sufficiently given or filed for all purposes, if any, when delivered by hand or when sent by registered mail, return receipt requested, postage prepaid, and if given by facsimile shall be deemed given when transmitted (receipt confirmed):

If to the Trustee (to be sent U.S. Mail and ema	il)):
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If to OCLTA:

If to the Authority (to be sent U.S. Mail and email):

With a copy to the Trustee.

Section 8.07. Obligations Absolute. The obligations of the Authority under this Agreement shall be absolute, unconditional and irrevocable, and shall be paid and performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances:

- (a) any lack of validity or enforceability of the Related Documents;
- (b) any amendment or waiver of or any consent to or departure from all or any of the Related Documents;
- (c) any exchange, release or non-perfection of any collateral or any release or amendment or waiver of or consent to departure from any guaranty and insurance documents;
- (d) the existence of any claim, set-off, defense, or other right which the Authority may have at any time against the Trustee, OCLTA (other than the defense of the payment to OCLTA in accordance with the terms of this Agreement) or any other Person, whether in connection with this Agreement, the Related Documents, the transactions contemplated herein or therein, or any unrelated transactions;
- (e) any certificate, notice or any other document presented under this Agreement proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever; or
- (f) any other circumstance, or happening whatsoever, whether or not similar to any of the foregoing.

Section 8.08. Holidays. Except as otherwise provided herein, whenever any payment or action to be made or taken hereunder shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action.

Section 8.09. Survival. All representations, warranties, covenants and agreements of the Authority contained in this Agreement as amended or supplemented from time to time or made in writing in connection herewith shall survive the execution and delivery hereof and the purchase of Notes by OCLTA hereunder and shall continue in full force and effect until payment in full of all payment obligations of the Authority hereunder, it being understood that the agreements of the

Authority found in Sections 2.06, 2.07, 3.01(b), and 8.12 shall survive the termination of this Agreement and payment in full of such obligations.

Section 8.10. Liability of OCLTA. The Authority and the Trustee agree that OCLTA shall have no liability or responsibility for the acts or omissions of the Trustee in respect of its use of this Agreement or any amounts made available by OCLTA hereunder. OCLTA shall have no responsibility for, nor incur any liability in respect of, any act, or any failure to act, by the Trustee which results in the failure of the Trustee to effect the purchase of Notes for the account of OCLTA with funds provided by OCLTA pursuant to Section 2.02 or to comply with the applicable provisions of the Indenture. Neither OCLTA nor any of its directors, officers or employees shall be liable or responsible for: (a) the use which may be made of this Agreement or any amounts made available by OCLTA hereunder or for any acts or omissions of the Trustee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon even if such documents should in fact prove to be in any or all respect invalid, insufficient, fraudulent or forged; or (c) any other circumstances whatsoever in making or failing to make payment under this Agreement, other than, in the case of OCLTA, OCLTA's gross negligence or willful failure to purchase Notes when required under the terms and conditions of this Agreement. In no event shall OCLTA be liable to any Person for special, punitive or consequential damages, including, without limitation, such damages suffered by reason of OCLTA's failure to purchase Notes when required under the terms and conditions of this Agreement.

Section 8.11. Indemnification. To the extent permitted by law, the Authority agrees to indemnify and hold OCLTA harmless from and against, and to pay on demand, any and all claims, damages, losses, liabilities, costs and expenses whatsoever which OCLTA may incur or suffer by reason of or in connection with (i) the execution and delivery or performance of this Agreement or any other documents which may be delivered in connection with this Agreement, (ii) the disclosure in the Official Statement or any other offering document used in connection with the offering, sale, remarketing or resale of the Notes, other than information regarding OCLTA set forth therein which is expressly provided by OCLTA for inclusion therein, or (iii) any breach by the Authority of any warranty, covenant, term or condition in, or the occurrence of any default under, this Agreement or any other Related Document, including, without limitation, the reasonable fees and expenses of counsel for OCLTA or any consultant to OCLTA with respect thereto and with respect to advising OCLTA as to its rights and responsibilities under this Agreement and all reasonable fees and expenses, if any, in connection with the enforcement or defense of the rights of OCLTA in connection with this Agreement or any of the Related Documents, or the collection of any monies due under this Agreement or such other documents which may be delivered in connection with this Agreement or any of the Related Documents; except, only if, and to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by OCLTA's gross negligence or willful misconduct as determined by a court of competent jurisdiction. Promptly after receipt by OCLTA or notice of the commencement, or threatened commencement, of any action subject to the indemnities contained in this Section 8.12, OCLTA shall promptly notify the Authority thereof, provided that failure to give such notice shall not relieve the Authority from any liability to OCLTA hereunder. The obligations of the Authority under this Section 8.12 shall survive payment of all obligations by the Authority to OCLTA owed under this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, for

the purposes of this Section 8.12(b) all references to OCLTA shall also include its officers, directors, employees and agents of OCLTA.

Section 8.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together shall constitute one and the same instrument.

Section 8.13. Document Imaging and Electronic Transactions. OCLTA is permitted to create electronic images of this Agreement and the other Related Documents and to destroy paper originals of any such imaged documents. Any such images maintained by OCLTA as a part of its normal business processes shall be given the same legal effect as the paper originals. OCLTA is permitted to convert this Agreement and the other Related Documents into a "transferable record" under the Uniform Electronic Transactions Act ("UETA"), with the image of such instrument in OCLTA's possession constituting an "authoritative copy" under UETA.

Section 8.14. Notice of New Addresses Under Related Documents. The Authority shall deliver a copy of this Agreement to the Trustee as notice of a new address for notices to OCLTA under the respective notice provisions of each of the Related Documents.

Section 8.15. Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement, effective as of the day and year first above written.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By:_____
Its:_____

APPROVED AS TO FORM:
General Counsel

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

	By:	
	Its:	
APPROVED AS TO FORM:		
General Counsel		

Ехнівіт А

NOTICE OF OCLTA PURCHASE

Ехнівіт В

FORM OF REQUEST FOR EXTENSION OF STATED EXPIRATION DATE

[DATE]

EXHIBIT C

FORM OF COMPLIANCE CERTIFICATE

[Date]

The undersigned is the of the Orange O	COUNTY
Transportation Authority (together with its successors and assigns permitted un hereinafter defined Agreement, the "Authority"), a local transportation authority duly esta	
and existing under the laws of the State of California, and hereby certifies that (unless of	
defined herein, the terms used in this Compliance Certificate have the meanings ascribed in the hereinafter defined Agreement):	
1. Under his or her supervision, the Authority has made a review activities during the preceding annual period covered by the attached financial star for the purpose of determining whether or not the Authority has complied with alterms, provisions and conditions of that certain Standby Bond Purchase Agreeme "Agreement") dated as of September 1, 2021, among the Orange County Transp Authority (the "Authority"),, as Trustee (the "Trustee"), and OCLTA, Ltd., acting through its California Branch (the "OCLTA").	tements ll of the ent (the ortation
2. Nothing has come to his or her attention to lead him to believe to Event of Default under the Agreement exists or, if such is not the case, specifying Event of Default and the nature thereof, except as set forth below:	•
Described below are the exceptions, if any, to paragraph 2 by list detail, the nature of the condition or event, the period during which it has and the action which the Authority has taken, is taking, or proposes to take respect to each such condition or event:	existed

The foregoing certifications, together with the c	computations set forth in the Attachment
hereto and the financial statements delivered wi	th this Compliance Certificate in support
hereof, are made and delivered this day of	, 20
•	
Orang	E COUNTY TRANSPORTATION AUTHORITY
By:	
<i>y</i> ====	
Nan	ne:
Title	e:

EXHIBIT D

TERMS FOR ISSUANCE OF SUBORDINATE LIEN M2 INDEBTEDNESS ("SLO")

(Note: unless otherwise specified, defined terms shall have the same meaning as defined in the Master Trust Indenture ("MTI") dated December 1, 2010)

PLEDGED REVENUES Sales Tax Revenues as defined in the MTI

Gross pledge of Sales Tax Revenues received from the PAYMENT/LIEN PRIORITY

> senior lien bonds trustee after payment of debt service and fill up of reserves, if any for the senior lien bonds, and paid out of the subordinate obligations fund in the senior lien

indenture

ADDITIONAL BONDS TEST SLOs shall be subject to the same issuance requirements as

specified in Section 3.02 of the MTI, with the following

exceptions:

The SLOs shall be issued pursuant to a subordinate lien supplemental indenture; and

Payment dates for payment of principal and interest will

be April 15 and October 15

DEBT SERVICE RESERVE FUND OCLTA may fund a debt service reserve fund, at its

> discretion, on a Series specific basis. Any debt service reserve fund established for a specific series of SLOs shall only be available and for the benefit of the specified SLO series. OCLTA does not intend on funding a debt service reserve fund if OCTA exercises its right to draw on the

SBPA and OCLTA proceeds with an issuance of SLOs.

COVENANT NOT TO ISSUE So long as the OCTA Series 2021 BANs remain outstanding,

OCLTA covenants not issue any additional SLOs, other than

SLOs required to fund its purchase commitment under the SBPA.

OH&S Draft Dated: 08/30/21

\$[Par Amount] Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021

NOTE PURCHASE AGREEMENT

[Date of Note Purchase Agreement]

Orange County Transportation Authority 550 South Main Street Orange, California 92863-1584

Ladies and Gentlemen:

BofA Securities, Inc. on behalf of itself and as representative (the "Representative") of each of the other underwriters identified on Schedule I attached hereto (collectively, with the Representative, the "Underwriters") hereby offers to enter into this Note Purchase Agreement (this "Purchase Agreement") with the Orange County Transportation Authority, which is duly established and existing under Section 130052 of the Public Utilities Code of the State of California (the "Issuer"), whereby the Underwriters will purchase and the Issuer will sell the Notes (as defined and described below). The Underwriters are making this offer subject to the acceptance by the Issuer at or before 5:00 P.M., Pacific Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriters. The Underwriters may withdraw this Purchase Agreement upon written notice delivered by the Representative to the Chief Executive Officer of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

 or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 5 hereof).

The Issuer acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are acting solely as principal and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION, PURPOSE OF, AND SECURITY FOR THE NOTES.

The Notes have been authorized pursuant to Section 130240 of the Public Utilities Code of the State of California (herein referred to as the "Act") and a resolution, adopted by the Board of Directors of the Issuer on September ____, 2021 (the "Authorizing Resolution"). The Notes shall be dated their date of delivery. The Notes shall be issued and secured under and pursuant to the Master Indenture, dated as of September 1, 2021, as supplemented and amended by the First Supplemental Indenture, dated as of September 1, 2021, the "Indenture"), by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee").

The proceeds of the sale of the Notes will be used to refinance and finance improvements to sixteen (16) miles of Interstate 405 ("I-405") between the California State Route 73 freeway ("SR-73") in Costa Mesa, California and Interstate 605 ("I-605") near the Los Angeles. County line. Proceeds will also be applied to pay certain costs of issuance associated with the Notes.

The Notes will be secured under the provisions of the Indenture by a pledge of the (i) Collateral (as such term is defined in the Indenture), (ii) the funds and accounts established under the Indenture (other than the Rebate Fund, any Letter of Credit Fund or any Purchase Fund established pursuant to the Indenture) and all investments, money, instruments and other property credited thereto or on deposited therein) and (iii) all proceeds thereof, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and provisions set forth in the Indenture, and certain other assets identified in the Indenture (the Collateral and such other assets hereinafter referred to as the "Pledged Assets"). The Notes shall mature in the year, bear interest at the rate and be purchased at the price, all as set forth in Schedule II attached hereto. Authorized denominations, record dates, interest payment dates and other details and particulars of the Notes shall be as described in the Indenture and the Official Statement (as defined below) of the Issuer.

In order to provide for a source of payment for the Notes at maturity, the Issuer will enter into a Standby Bond Purchase Agreement, dated the Closing Date (the "Standby Bond Purchase Agreement"), with the Orange County Local Transportation Authority, which is a local transportation authority organized and existing under the Local Transportation and Improvement Act, Division 19 of the Public Utilities Code of the State of California (herein referred to as the "Local Transportation Authority Act"). The Local Transportation Authority is an affiliate of the Issuer and will enter into the Standby Bond Purchase Agreement pursuant to a resolution, adopted by the Board of Directors of the Local Transportation Authority Issuer on September _____, 2021 (the "Local Transportation Authority Authorizing Resolution").

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

- (a) The Issuer has approved and delivered or caused to be delivered to the Underwriters copies of the Preliminary Official Statement dated [Date of the POS], which, including the cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriters may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.
- Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the hereinafter defined Closing, the Issuer shall deliver to the Underwriters: (i) a final Official Statement relating to the Notes dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel (as defined below), and the Representative, is referred to herein as the "Official Statement"); and (ii) such additional conformed copies thereof as the Representative may reasonably request in sufficient quantities to comply with Rule 15c2-12 (as defined below), rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriters agree to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Official Statement shall be executed by and on behalf of the Issuer by an authorized representative of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Representative. The Issuer hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriters before the date hereof of the Preliminary Official Statement

and hereby authorizes and consents to the use by the Underwriters of the Official Statement and the Indenture in connection with the public offering and sale of the Notes.

(c) In order to assist the Underwriters in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Certificate, dated the Closing Date (the "Disclosure Certificate"), executed by the Issuer, to provide annual financial information and notices of the occurrence of specified events. A form of the Disclosure Certificate is attached as an appendix to the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

- (a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Notes and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Notes. All actions to be taken by the Issuer under this section in connection with establishing the issue price of the Notes may be taken on behalf of the Issuer by Sperry Capital Inc., the Issuer's municipal advisor, and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor, Sperry Capital, Inc.
- (b) [Except for the maturities set forth in Schedule II attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Notes (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Notes for which the Issuer has elected to utilize the 10% Test, the Representative agrees to promptly report to the Issuer the prices at which Notes of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Notes of that maturity or maturities or the Closing Date.]
- [(c) The Representative confirms that the Underwriters have offered the Notes to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Notes for which the 10% Test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Notes, the Underwriters will neither offer nor sell unsold Notes of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - (1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.]

[(c)][(d)] The Representative confirms that:

- (i) any agreement among underwriters, any selling group agreement and each thirdparty distribution agreement (to which the Representative is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each brokerdealer that is a party to such third-party distribution agreement, as applicable:
- (A)(i) to report the prices at which it sells to the public the unsold Notes of each maturity allocated to it until either all Notes of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Notes of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and
- (B) to promptly notify the Representative of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below),
- (C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.
- (ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it until either all Notes of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Notes of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires,

and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes.

[(d)][(e)] The Underwriters acknowledge that sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party to an underwriter,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) "sale date" means the date of execution of this Purchase Agreement by all parties.
- 5. <u>REPRESENTATIONS</u>. The Issuer represents to and agrees with the Underwriters that:
- (a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Notes to the Underwriters pursuant to the Indenture, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Indenture, the Notes, the Standby Bond Purchase Agreement and the Disclosure Certificate (collectively, the "Legal Documents") and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the Official Statement.
- (b) The Authorizing Resolution approving and authorizing the execution and delivery by the Issuer of the Legal Documents and the offering, issuance and sale of the Notes upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Directors of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.
- (c) The Indenture and the Notes conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Notes, when duly issued and authenticated in accordance with the Indenture and delivered to the Underwriters as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Indenture and payable from the sources therein specified.
- (d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.
- (e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State of California or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Resolution, the issuance, delivery and sale of the Notes and the execution and delivery of the Legal Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment

or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, Note, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Authorizing Resolution and the Legal Documents).

- (f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Notes for offer and sale under Blue Sky or other state securities laws or regulations.
- (g) Any certificates executed by any authorized representative of the Issuer and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.
- (h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Representative, offer or issue in any material amount any Notes, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.
- (i) The financial statements of the Issuer for the fiscal year of the Issuer ended June 30, 2020, which are included as Appendix B-1 and the financial statements of the Issuer for the fiscal year of the Issuer ended June 30, 2019 which are included as Appendix B-2 to the Preliminary Official Statement and which will be included as Appendix B-1 and Appendix B-2 to the Official Statement fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since the date of the financial statements attached as Appendix B-1 to the Preliminary Official Statement for the fiscal year ended June 30, 2020 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.
- (j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (excluding therefrom the information under the caption "Underwriting" and in Appendix G -"Book-Entry Only System," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement

of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

- (k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the caption "Underwriting" and in Appendix G -"Book-Entry Only System," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (m) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Representative.
- (n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Notes, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Notes, (ii) in any way contesting or affecting any authority for the issuance of the Notes or the validity or binding effect of any of the Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Indenture or the Act or any provision thereof or the application of the proceeds of the Notes, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Legal Documents. The Issuer shall advise the Representative promptly of the institution of any proceedings known to it by any governmental

agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Notes.

- (o) During the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.
- (p) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by any Underwriter or on the Underwriters' behalf, and shall survive the delivery of the Notes.

6. <u>Closing</u>.

At ____ a.m. Pacific Time, on [Date of Closing] or at such other time or date as the Representative and the Issuer may mutually agree upon as the date and time of the closing (the "Closing"), the Issuer will deliver or cause to be delivered to the Underwriters, at the offices of Nossaman LLP ("Bond Counsel"), or at such other place as the Representative and the Issuer may mutually agree upon, the Notes, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriters shall accept the delivery of the Notes, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Notes to the Underwriters through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Representative at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Notes shall be made available to the Underwriters at least one (1) business day before the date of Closing (the "Closing Date") for purposes of inspection.

7. CONDITIONS PRECEDENT.

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

- (b) At the time of the Closing, the Official Statement, the Authorizing Resolution and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative.
- (c) The Issuer shall perform or have performed all of its obligations required under or specified in the Authorizing Resolution, the Legal Documents and the Official Statement to be performed at or prior to the Closing.
- (d) The Issuer shall have delivered to the Underwriters final Official Statements by the time, and in the numbers, required by Section 4 of this Purchase Agreement.
- (e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.
- (f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Authorizing Resolution, the Local Transportation Authority Act, the Local Transportation Authority Authorizing Resolution, Legal Documents or the Collateral or the other Pledged Assets as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Notes.
- (g) At or prior to the Closing, the Representative shall receive the following documents (in each case with only such changes as the Representative shall approve):
 - i. The approving opinion(s) of Bond Counsel relating to the Notes, dated the Closing Date, substantially in the form attached as Appendix E to the Official Statement, and, if not otherwise directly addressed to the Underwriters, a reliance letter with respect thereto addressed to the Underwriters;
 - ii. The supplemental opinion of Bond Counsel, addressed to the Underwriters, dated the Closing Date, to the effect that:
 - 1. This Purchase Agreement has been duly executed and delivered by the Issuer and is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of California;

- 2. The statements contained in the Preliminary Official Statement and the Official Statement on the cover page and in the sections entitled "Introduction," "Description of the Series 2021 Notes," (other than the information concerning DTC and the book-entry system) "Security and Sources of Payment for the Notes," "Tax Matters," Appendix C-Summary of Principal Documents," and Appendix E-Proposed Form of Opinion of Bond Counsel," insofar as such statements expressly summarize certain provisions of the Indenture, the Notes, and the form and content of such counsel's opinion attached as Appendix E to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and
- 3. The Notes are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");
- iii. The opinion of the Woodruff, Spradlin & Smart, Counsel to the Issuer, dated the Closing Date and addressed to the Underwriters, the Local Transportation Authority and the Trustee, to the effect that:
 - 1. The Issuer has been duly organized and is validly existing under the Constitution and laws of the State of California, and has all requisite power and authority thereunder: (a) to adopt the Authorizing Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents; (b) to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (c) to issue, sell, execute and deliver the Notes; (d) to pledge the Collateral and the other Pledged Assets as contemplated by the Legal Documents; and (e) to carry on its activities as currently conducted;
 - 2. The Issuer has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (a) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Legal Documents;
 - 3. The Authorizing Resolution was duly adopted by the Board of Directors of the Issuer at a meeting of the Board of Directors of the Issuer which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Authorizing Resolution;

- 4. The adoption of the Authorizing Resolution, the execution and delivery by the Issuer of the Legal Documents and the compliance with the provisions of the Legal Documents, do not and will not conflict with or violate in any material respect any State of California constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;
- 5. The Legal Documents constitute legal, valid and binding obligations of the Issuer and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of California;
- 6. No litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Notes, or the pledge to the Trustee of the Collateral and the other Pledged Assets, or in any way contesting or affecting the validity or enforceability of the Authorizing Resolution or the Legal Documents, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Authorizing Resolution or the Legal Documents;
- 7. The information contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date under the captions "The Authority" and "Absence of Material Litigation" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- 8. Without having undertaken to determine independently the accuracy, completeness or fairness of the information or statements contained in the Preliminary Official Statement and in the Official Statement, to my knowledge, (a) the information contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement (excluding therefrom information under the

captions "Underwriting" "Tax Matters" and Appendices C, E and G, as to which no opinion is expressed) did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, and (b) the information contained in the Official Statement as of its date and at all times subsequent thereto during the period up to and including the Closing Date (excluding therefrom information under the captions "Underwriting" "Tax Matters" and Appendices C, E and G, as to which no opinion is expressed) did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement or the Official Statement;

- 9. To the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State of California or any local agency of the State of California, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Legal Documents and the authorization and distribution of the Preliminary Official Statement and the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Notes by the Underwriters); and
- 10. To the best of such counsel's knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State of California or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents;

- iv. The opinion of the Woodruff, Spradlin & Smart, Counsel to the Local Transportation Authority, dated the Closing Date and addressed to the Underwriters and the Authority, to the effect that:
 - The Local Transportation Authority has been duly organized and is validly existing under the Constitution and laws of the State of California, and has all requisite power and authority thereunder to adopt the Local Transportation Authority Authorizing Resolution and to enter into, execute, deliver and perform its covenants and agreements under the Standby Bond Purchase Agreement;
 - 2. The Local Transportation Authority has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the Standby Bond Purchase Agreement and has duly authorized the execution and delivery of, and the due performance of its obligations under, the Standby Bond Purchase Agreement;
 - 3. The Local Transportation Authorizing Resolution was duly adopted by the Board of Directors of the Local Transportation Authority at a meeting of the Board of Directors of the Local Transportation Authority which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Local Transportation Authorizing Resolution;
 - 4. The adoption of the Local Transportation Authority Authorizing Resolution, the execution and delivery by the Local Transportation Authority of the Standby Bond Purchase Agreement and the compliance with the provisions of the Standby Bond Purchase Agreement, do not and will not conflict with or violate in any material respect any State of California constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Local Transportation Authority a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;
 - 5. The Standby Bond Purchase Agreement constitutes a legal, valid and binding obligation of the Local Transportation Authority and is enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought,

- by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of California;
- 6. No litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Local Transportation Authority in any court in any way affecting the titles of the officials of the Local Transportation Authority to their respective positions, or in any way contesting or affecting the validity or enforceability of the Local Transportation Authorizing Resolution or the Standby Bond Purchase Agreement, or contesting the powers of the Local Transportation Authority or its authority with respect to the Local Transportation Authority Authorizing Resolution or the Standby Bond Purchase Agreement;
- 7. The information contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date under the captions "The Local Transportation Authority" and "Absence of Material Litigation" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- 8. To the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State of California or any local agency of the State of California, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Local Transportation Authority of the Standby Bond Purchase Agreement; and
- 9. To the best of such counsel's knowledge after due inquiry, the Local Transportation Authority is not in breach of or default under any applicable law or administrative regulation of the State of California or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Local Transportation Authority is a party or is otherwise subject, which breach or default would materially adversely affect the Local Transportation Authority's ability to enter into or perform its obligations under the Standby Bond Purchase Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Local Transportation Authority's ability to enter

into or perform its obligations under the Standby Bond Purchase Agreement;

- v. The opinion of Dorsey & Whitney LLP, counsel to the Trustee, dated the Closing Date and addressed to the Underwriters, to the effect that:
 - 1. The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Indenture to which it is a party and to enter into such Indenture;
 - 2. The Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legal, valid and binding obligations of the Trustee enforceable against the Trustee in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;
 - 3. The execution, delivery and performance of the Indenture will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;
 - 4. All authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under Indenture to which it is a party have been obtained; and
 - 5. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Notes or the application of proceeds thereof in accordance with the Indenture, or in any way contesting or affecting the Notes or the Indenture;
- vi. The opinion of Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriters, dated the Closing Date and addressed to the Underwriters, and covering such matters as the Representative may reasonably request;
- vii. A certificate, dated the Closing Date, signed by the Chief Executive Officer or other authorized representative of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct

in all material respects as of the Closing Date; (b) the Legal Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Notes, (ii) in any way contesting or affecting any authority for the issuance of the Notes or the validity of the Notes, the Authorizing Resolution or any Legal Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Notes, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any Legal Document; and (d) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the Official Statement under the caption "Underwriting" or of the information set forth in Appendix G – Book Entry Only System."

- viii. A certificate, dated the Closing Date, signed by the Chief Executive Officer or other authorized representative of the Issuer, in form and substance satisfactory to the Representative and counsel to the Underwriters, to the effect that (i) the financial statements of the Issuer as of June 30, 2020 and as of June 30, 2019 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (ii) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2020, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2020, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;
 - ix. Executed or certified copies of the Indenture;
 - x. Executed or certified copies of each of the other Legal Documents;
- xi. A certificate, dated the Closing Date, signed by the Chief Executive Officer or other authorized representative of the Local Transportation Authority, in form and substance satisfactory to the Representative and counsel to the Underwriters to the effect that the information relating to Local Transportation Authority set forth in the Official Statement under the caption "The Standby Bond

Purchase Provider" was and is true and correct in all material respects as of the date of the Official Statement and as of the Closing Date;

- xii. A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Representative;
 - xiii. A certified copy of the Authorizing Resolution;
- xiv. A certified copy of the Local Transportation Authorizing Resolution;
- xv. Evidence satisfactory to the Representatives that Moody's Investors Service and S&P Global Ratings have assigned ratings of ____ and ___ respectively, to the Notes and that such ratings have not been revoked or downgraded.
- xvi. A certificate of an authorized representative of U.S. Bank National Association, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Notes to the Underwriters; (b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Notes to the Underwriters pursuant to the Indenture; (c) when delivered to and paid for by the Underwriters at the Closing, the Notes will have been duly authenticated and delivered by the Trustee; (d) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, Note, note, resolution, agreement or other instrument, except as provided by the Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Notes or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Notes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the

powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter into and perform its duties under the Indenture and to authenticate and deliver the Notes to or upon the order of the Underwriters;

xvii. A certificate, dated the Closing Date, of an authorized representative of Sperry Capital Inc., municipal advisor to the Authority, to the effect that no information came to such authorized representative's attention which gives such authorized representative reason to believe that any of the information set forth in Appendix A - Economic and Demographic Data pertaining to the County of Orange" in the Preliminary Official Statement and in the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made not misleading;

xviii. Evidence that a Form 8038-G relating to the Notes has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit:

xix. A copy of the Blue Sky Survey with respect to the Notes;

xx. A copy of the DTC Blanket Letter of Representation executed by the Issuer and DTC;

xxi. California Debt and Investment Advisory Commission filings; and

xxii. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, counsel for the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Issuer and the Local Transportation Authority with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Notes pursuant to the Indenture shall have been fulfilled.

8. <u>Termination</u>.

If the Issuer shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Representative at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Representative to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Representative.

- (a) The Underwriters shall also have the right, before the time of Closing, to cancel their obligations to purchase the Notes, by written notice by the Representative to the Issuer, if between the date hereof and the time of Closing:
- (i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or
- (ii) The market for the Notes or the market prices of the Notes or the ability of the Underwriters to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the professional judgment of the Representative, by:
 - (1) An amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Notes which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Notes) or the interest thereon, or any tax exemption granted or authorized by State of California legislation; or

- (2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or
- (3) The declaration of a general banking moratorium by federal, New York or State of California authorities; or
- (4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or
- (5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or
- (6) The general suspension of trading on any national securities exchange; or
- (iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Notes, other securities of the Issuer or obligations of the general character of the Notes are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or
- (iv) Any change in or particularly affecting the Issuer, the Act, the Authorizing Resolution, the Local Transportation Authority Act, the Local Transportation Authority Authorizing Resolution, the Legal Documents or the Collateral or the other Pledged Assets as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the professional judgment of the Representative materially impairs the investment quality of the Notes; or
- (v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or
- (vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Notes, or the

execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

- (vii) Any change or any development involving a prospective change in or affecting the business, properties or financial condition of the Issuer, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur.
- (viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Notes, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents; or
- (ix) A reduction or withdrawal in ratings assigned to the Notes by Moody's Investors Service and S&P Global Ratings, or, as of the Closing Date, the failure by either Moody's Investors Service and S&P Global Ratings to assign the ratings specified in Section 7(g)xv hereof to the Notes.

9. INDEMNIFICATION.

- The Issuer shall indemnify and hold harmless, to the extent permitted by law, the Underwriters and their respective directors, officers, employees and agents and each person who controls the Underwriter within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Underwriter Indemnitee"), against any and all losses, claims, damages or liabilities, joint or several, (a) to which any such Underwriter Indemnitee may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or any amendment or supplement to either, or arise out of or are based upon the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to statements in the Preliminary Official Statement or the Official Statement under the caption "Underwriting," and (b) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Issuer (which consent shall not be unreasonably withheld); and will reimburse any legal or other expenses reasonably incurred by any such Underwriter Indemnitee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement shall not be construed as a limitation on any other liability which the Issuer may otherwise have to any Underwriter Indemnitee.
- (b) The Underwriters shall indemnify and hold harmless, to the extent permitted by law, the Issuer and its directors, officers, members, employees and agents and each person who

controls the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Issuer Indemnitees"), against any and all losses, claims, damages or liabilities, joint or several, to which such Issuer Indemnitee may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Issuer Indemnitee for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereof, under the caption "Underwriting." This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriters may otherwise have to any Issuer Indemnitee. The liability of any Underwriter obligations under this Section 10 shall not exceed the amount of its pro rata compensation under this Purchase Agreement.

For purposes of subsection (a) or (b) above, an "Indemnified Party" means an Underwriter Indemnitee or an Issuer Indemnitee as the context dictates and an "Indemnifying Party" means the Issuer or an Underwriter who is under the obligation to indemnity an Indemnified Party under this Section 10. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to manage the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and the reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

If the indemnification provided for in this Section is unavailable or insufficient to (d) hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriters on the other from the offering of the Notes or (ii) if the allocation provided by clause (i) above is not permitted by applicable law in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject to this subsection (d). Notwithstanding the provisions of this subsection (d), each Underwriter shall not have any obligation under this subsection (d) to contribute an amount in excess of the amount of its pro rata compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

10. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer shall advise the Representative if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the "underwriting period" (as defined in Rule 15c2-12), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel for the Underwriters) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in

order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

11. EXPENSES.

All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Notes to the Underwriters, including the costs of printing or reproduction of the Notes, the Legal Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the Issuer and Bond Counsel, shall be paid by the Issuer from the proceeds of the Notes or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All other expenses and costs of the Underwriters incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriter documents, travel expenses and the fees and expenses of counsel to the Underwriters, shall be paid by the Underwriters (which may be included as an expense component of the Underwriter's discount).

12. Use of Documents.

The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Notes, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and to provide for the continuance of such qualification; *provided*, *however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. Notices.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the Chief Executive Officer, Orange County Transportation Authority, 550 South Main Street, Orange, California 92863-1584, and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing to BofA Securities, Inc., 333 South Hope Street, Suite 3820, Los Angeles, California 90071, Attention: Kevin O'Brien, Managing Director.

15. Benefit.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriters; (ii) delivery of and payment for the Notes hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Sections 10 and 12 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

- 16. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS SECTION 5-1401 AND 5-1402); PROVIDED, HOWEVER, THAT THE OBLIGATION OF THE ISSUER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
- 17. <u>WAIVER OF JURY TRIAL.</u> THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

- (a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.
- (b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

	Very truly yours,
	By:
	BOFA SECURITIES, INC., as Representative
	By: Managing Director
	Approved and Agreed to:, 2021
	ORANGE COUNTY TRANSPORTATION AUTHORITY
	By:Chief Executive Officer
Approved as to Form:	
WOODRUFF, SPRADLIN & SMART, General Counsel to the Orange County Local Transportation Authority	
By:	-

SCHEDULE I

List of Underwriters

BofA Securities, Inc. Barclays Capital, Inc. Citigroup Global Markets, Inc. Wells Fargo Securities

SCHEDULE II

Principal Amount, Interest Rate and Price

EXHIBIT A

CONSOLIDATED FORM

\$[Principal Amount] Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the "Representative"), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

[Select appropriate provisions below]

1. [Alternative 1¹ – All Maturities Use General Rule: Sale of the Notes. As of the date of this certificate, for each Maturity of the Notes, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A.][Alternative 2² – Select Maturities Use General Rule: Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A.]

2. Initial Offering Price of the [Notes] [Hold-the-Offering-Price Maturities].

- a) [Alternative 1³ All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Notes to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.] [Alternative 2⁴ Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.]
- b) [Alternative 1 All Maturities use Hold-the-Offering-Price Rule: As set forth in the Note Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each

¹ If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

² If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

³ If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

⁴ Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

Maturity of the Notes, they would neither offer nor sell any of the unsold Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any Maturity of the unsold Notes at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Note Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has] offered or sold any unsold Notes of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

3. **Defined Terms**.

- [(a) General Rule Maturities means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."]
- [(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]
- [(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]
- (d) *Issuer* means the Orange County Local Transportation Authority, a public agency created in 1991 to serve as an umbrella agency responsible for transportation matters in the County of Orange, California.
- (e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.
- (f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

- (g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is [Sale Date].
- (h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Nossaman LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G and other federal income tax advice it may give to the Issuer from time to time relating to the Notes. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

By: ______

Name: _____

Dated: [Issue Date]

BOFA SECURITIES, INC., Representative

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

ATTACHMENT F

OH&S Draft Dated: 08/30/21

Ratings: See "Ratings" herein.

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER , 2021

New Issue - Book-Entry Only

In the opinion of Nossaman LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2021 Notes is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2021 Notes is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any

other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2021 Notes. See "Tax Matters" herein.

Orange County Transportation Authority
(Orange County, California)

Bond Anticipation Notes (I-405 Improvement Project), Series 2021

Dated: Date of Delivery

Due: October 15, 2024

The Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (the "Series 2021 Notes") will be issued to refinance or finance the costs of certain improvements to Interstate 405, to provide for payment of interest on the Series 2021 Notes to their date of maturity and to pay costs of issuance of the Series 2021 Notes.

The Series 2021 Notes will be issued in book-entry form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of Series 2021 Notes will not receive instruments representing their interests in the Series 2021 Notes purchased. Individual purchases of Series 2021 Notes will be made in principal amounts of \$5,000 or integral multiples thereof.

Interest on the Series 2021 Notes is payable semiannually on April 15 and October 15, commencing April 15, 2022. Principal of and interest due with respect to the Series 2021 Notes will be paid by U.S. Bank National Association, as trustee (the "Trustee"), to DTC. DTC will remit such principal and interest to its participants, which will in turn remit such principal and interest to the beneficial owners of the Series 2021 Notes. See Appendix H - "Book-Entry Only System."

The Series 2021 Notes are not subject to redemption prior to maturity.

The Series 2021 Notes are limited obligations of the Orange County Transportation Authority (the "Authority") secured by the provisions of the Master Indenture, dated as of September 1, 2021 (the "Master Indenture"), as supplemented and amended from time to time pursuant to its terms, including as supplemented by the First Supplemental Indenture, dated as of September 1, 2021 (the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), between the Authority and the Trustee.

The Series 2021 Notes are payable from and secured by a pledge of certain assets and revenues of the Authority (herein referred to as the "Collateral"). The Collateral is comprised of: (a) proceeds from draws under a loan agreement entered into with the United States Department of Transportation, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau; (b) any legally available funds of the Authority excluding (i) amounts received from LTF Revenues (as such term is defined in the Indenture), (ii) federal grant funds, (iii) any revenues and assets with respect to the California State Route 91 Express Lanes and (iv) any revenues received from operation of the freeway callbox system in Orange County and from the freeway service patrol; (c) all amounts held by the Trustee in the funds and accounts established under the Indenture, including investment earnings thereon, excluding amounts deposited to the Rebate Fund (as such term is defined in the Indenture); and (d) proceeds from the sale of bonds, notes or other evidence of indebtedness issued by the Authority and subject to purchase by the Orange County Local Transportation Authority (the "Local Transportation Authority") pursuant to the Standby Bond Purchase Agreement entered into between the Authority and the Local Transportation Authority. See "Security and Source of Payment for the Series 2021 Notes" herein.

Neither the faith and credit nor the taxing power of the County of Orange, the State of California or any political subdivision or public agency thereof, other than the Authority, to the extent of the pledge described herein, is pledged to the payment of principal of or interest on the Series 2021 Notes.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2021 Notes are offered when, as and if issued by the Authority and received by the Underwriters subject to the approval of validity by Bond Counsel and certain other conditions. Certain legal matters will be passed upon for the Authority by Bond Counsel and Woodruff, Spradlin & Smart, Costa Mesa, California, general counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriters. It is anticipated that the Series 2021 Notes will be available for delivery in book-entry form through DTC on or about September ___, 2021.

^{*} Preliminary, subject to change.

BofA	Securities

Citigroup

Barclays Wells Fargo Securities

The date of this Official Statement is _____

MATURITY SCHEDULE

Orange County Transportation Authority (Orange County, California) Bond Anticipation Notes (I-405 Improvement Project), Series 2021

Maturity Date* Principal Amount* Interest Rate Price or Yield CUSIP†

October 15, 2024

* Preliminary, subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. The CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. The CUSIP numbers are not intended to create a database and do not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are provided solely for convenience and reference. Neither the Authority nor the Underwriters take any responsibility for the accuracy of the CUSIP numbers provided herein..

ORANGE COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS

Andrew Do, Chairman (Board of Supervisors, Orange County)
Mark A. Murphy, Vice Chairman (Mayor, City of Orange)
Lisa A. Bartlett (Board of Supervisors, Orange County)

Lisa A. Bartiett (Board of Supervisors, Orange County

Doug Chaffee (Board of Supervisors, Orange County)

Barbara Delgleize (Mayor Pro Tem, City of Huntington Beach)

Katrina Foley (Board of Supervisors, Orange County)

Brian Goodell (City Council, City of Mission Viejo)

Patrick Harper (Mayor Pro Tem, Fountain Valley)

Michael Hennessey (Public Member)

Gene Hernandez (City Council, City of Yorba Linda)

Steve Jones (Mayor, City of Garden Grove)

Joseph Muller (Mayor Pro Tem, City of Dana Point)

Tam Nguyen (Public Member)

Vicente Sarmiento (Mayor, City of Santa Ana)

Tim Shaw (City Council, City of La Habra)

Harry S. Sidhu (Mayor, City of Anaheim)

Donald P. Wagner (Board of Supervisors, Orange County)

Ryan Chamberlain (Governor's Ex-Officio Member)

STAFF

Chief Executive Officer

Darrell E. Johnson

Deputy Chief Executive Officer and Chief Operating Officer

Jennifer L. Bergener

Chief Financial Officer

Andrew Oftelie

Director, Finance and Administration

Sean Murdock

Treasury and Public Finance Manager

Robert Davis

SPECIAL SERVICES

General Counsel

Woodruff, Spradlin & Smart Costa Mesa, California

Municipal Advisor

Sperry Capital Inc. Sausalito, California

Bond Counsel

Nossaman LLP Los Angeles, California

Trustee

U.S. Bank National Association Los Angeles, California No dealer, broker, salesperson or other person has been authorized by the Orange County Transportation Authority (the "Authority") or the Underwriters identified on the cover page of this Official Statement to give any information or to make any representations other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 Notes by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2021 Notes. Statements contained in this Official Statement which involve estimates, projections, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The information set forth herein has been obtained from the Authority and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Underwriters. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change since the date hereof in the affairs of the Authority or in any other matters which are material to the full and punctual payment of the Series 2021 Notes. All summaries of statutes and documents are made subject to the provisions of such statutes and documents, respectively, and do not purport to be complete statements of any or all of such provisions.

In addition, this Official Statement contains forecasts, projections and estimates that are based on current expectations and/or assumptions. When included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions are intended to identify forward-looking statements which speak only as of the date of this Official Statement. Any such statements inherently are subject to a variety of risks and uncertainties which could cause actual results to differ materially from those that have been projected. Such risks and uncertainties include, among others, changes in economic conditions, federal, state and local statutory and regulatory initiatives, litigation, seismic events, and various other events, conditions and circumstances, many of which are beyond the control of the Authority. The inclusion in this Official Statement of such forecasts, projections and estimates should not be regarded as a representation by the Authority that such forecasts, projections and estimates will occur. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results. The Authority disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the Authority's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Series 2021 Notes referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The Series 2021 Notes have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption contained therein, and have not been registered or qualified under the securities laws of any state.

In connection with the offering of the Series 2021 Notes, the Underwriters may effect transactions which stabilize or maintain the market price of the Series 2021 Notes offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriters may offer and sell the Series 2021 Notes to certain dealers, institutional investors and others at prices lower than the public offering prices stated on the inside front cover page of this Official Statement, and said public offering prices may be changed from time to time by the Underwriters.

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OFFICIAL STATEMENT

Orange County Transportation Authority

(Orange County, California) **Bond Anticipation Notes (I-405 Improvement Project),** Series 2021

INTRODUCTION

General

This Official Statement, including the cover page and all appendices hereto (the "Official Statement") sets forth certain information in connection with the offering of Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (the "Series 2021 Notes"). This introduction is not a summary of the Official Statement. It is only a brief description of and guide to, and is qualified by, the more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. The offering of the Series 2021 Notes to potential investors is made only by means of the entire Official Statement and, therefore, potential investors should carefully review the entire Official Statement.

The Series 2021 Notes will be issued by the Orange County Transportation Authority (the "Authority") pursuant to a Master Indenture, as supplemented by a First Supplemental Indenture thereto, each dated as of September 1, 2021 (hereinafter collectively referred to as the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in Appendix D -"Summary of Principal Documents" or in the Indenture.

The Authority

The Authority is an umbrella agency responsible for transportation matters within the County of Orange, California (the "County" or "Orange County"). The Authority was created pursuant to California State Senate Bill 838 (the "Consolidation Legislation") enacted by the California State Legislature in the fall of 1990. The Consolidation Legislation required the functional consolidation of the transportation agencies within Orange County. Included in this consolidation were the Orange County Local Transportation Authority (the "Local Transportation Authority"), the Orange County Transportation Commission, the Orange County Transit District, the Orange County Congestion Management Agency, the Orange County Service Authority for Freeway Emergencies and the Orange County Consolidated Transportation Service Agency. On June 20, 1991, the consolidated umbrella agency, known as the Orange County Transportation Authority or OCTA, assumed the combined duties of the transportation entities noted above. The purpose of this consolidation was to create a single Board of Directors accountable for transportation decision-making in the County. See "The Authority."

^{*} Preliminary, subject to change.

Authorization for Issuance

The Series 2021 Notes are being issued pursuant to authority granted under Division 12 of the Public Utilities Code of the State of California (Section 130000 et seq.) (the "Act"), Section 149.7 of the Streets and Highways Code of the State of California, a resolution adopted by the Board of Directors of the Authority on September 13, 2021 (the "Resolution"), and the Indenture.

Interstate 405 Improvement Project

The Interstate 405 Improvement Project (the "I-405 Project" or the "Project") will improve 16 miles of Interstate 405 ("I-405") between California State Route 73 ("SR-73") in Costa Mesa and Interstate 605 ("I-605") near the Los Angeles County line. The I-405 Project will add one general purpose lane in each direction from Euclid Street to I-605 and will add an additional lane in each direction that will combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction of I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes. The I-405 Project will also replace 18 bridges that cross over the I-405 freeway and make improvements to the freeway entrances and exits.

Purpose and Application of Proceeds of Series 2021 Notes

Proceeds of the Series 2021 Notes will be applied to provide funding for the I-405 Project and to repay a bridge loan (the "Bridge Loan"), which the Authority secured from Bank of America, N.A. to prepay a loan made to the Authority by the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the "TIFIA Lender") under the Transportation Infrastructure Finance and Innovation Act (the "2017 TIFIA Loan") pursuant to a TIFIA Loan Agreement, dated July 26, 2017 (the "2017 TIFIA Loan Agreement"), between the TIFIA Lender and the Authority, to fund the I-405 Project.

To achieve debt service savings, on [Date of 2017 TIFIA Loan Prepayment], the Authority prepaid all outstanding amounts under the 2017 TIFIA Loan, canceled all commitments under the 2017 TIFIA Loan and terminated the 2017 TIFIA Loan Agreement. Concurrently with such prepayment, cancellation and termination, the Authority entered into a replacement loan agreement with the TIFIA Lender (the "2021 TIFIA Loan Agreement") pursuant to which the TIFIA Lender agreed to make a loan (the "2021 TIFIA Loan") to the Authority to provide funding for the I-405 Project.

The Authority anticipates drawing on the 2021 TIFIA Loan to pay principal and interest due and payable on the Series 2021 Notes upon their maturity. Pursuant to the Indenture, the Authority is required to comply in all material respects with its obligations under the 2021 TIFIA Loan Agreement and shall only use the proceeds of the Series 2021 Notes to pay for "Eligible Project Costs" as such term is defined in the 2021 TIFIA Loan Agreement. To provide for payment of the Series 2021 Notes on their date of maturity (the "Series 2021 Maturity Date"), the Authority shall submit a request to draw under the 2021 TIFIA Loan Agreement no later than ninety (90) days prior to the date that principal and accrued interest are due and payable on the Series 2021 Notes, such draw to be in an amount equal to the difference between the amount then on deposit in the Principal Fund and Interest Fund and the principal amount of and accrued interest on the Series 2021 Notes due and payable on the Series 2021 Maturity Date. Pursuant to the Indenture, on the seventy-fifth (75th) day prior to the Series 2021 Maturity Date, the Trustee shall provide written notice to the Authority as to the amount of funds on deposit in the Principal Fund and the Interest Fund available to pay the principal of and accrued interest on the Series 2021 Notes on the Series 2021 Maturity Date. Pursuant to the Indenture, if five (5) days prior to the Series 2021 Maturity Date, amounts on deposit in the Principal Fund and the Interest Fund are insufficient to make the payments required to be made on Series 2021 Notes on the Series 2021 Maturity Date, the Trustee shall

immediately notify the Authority in writing of such deficiency and shall direct the Authority to transfer the amount of such deficiency to the Trustee on or prior to the Series 2021 Maturity Date. Pursuant to the Indenture, the Authority covenants and agrees to transfer to the Trustee from any Collateral in its possession the amount of such deficiency on or prior to Series 2021 Maturity Date.

Proceeds of the Series 2021 Notes will also be applied to provide for payment of interest on the Series 2021 Notes to their date of maturity and to pay the costs of issuance of the Series 2021 Notes. See "Introduction - Interstate 405 Improvement Project," "Plan of Finance," and "Estimated Sources and Uses of Funds."

Security and Source of Payment for the Series 2021 Notes

The Series 2021 Notes are limited obligations of the Authority payable solely from, and secured solely by, the pledged Collateral. The Collateral consists of: (a) proceeds from draws under the 2021 TIFIA Loan so long as the 2021 TIFIA Loan Agreement is in full force and effect; (b) any legally available funds of the Authority excluding (i) amounts received from LTF Revenues (as such term is defined in the Indenture), (ii) federal grant funds, (iii) any revenues and assets with respect to the California State Route 91 Express Lanes, and (iv) any revenues received from operation of the freeway callbox system in Orange County and the freeway service patrol; (c) all amounts held by the Trustee in the funds and accounts established under the Indenture, including the Revenue Fund, the Principal Fund and the Interest Fund and investment earnings thereon, excluding amounts deposited to the Rebate Fund; and (d) proceeds from the sale of bonds, notes or other evidence of indebtedness issued by the Authority pursuant to either the Indenture or another indenture or trust agreement entered into by Authority and subject to purchase by the Orange County Local Transportation Authority (the "Local Transportation Authority") pursuant to the Standby Bond Purchase Agreement, dated as of September 1, 2021 (the "Standby Bond Purchase Agreement"), between the Authority and the Local Transportation Authority.

No Reserve Fund

No Reserve Fund will be established for the Series 2021 Notes.

Issuance of Additional Notes

The Authority may issue an additional Series of Notes pursuant to the Indenture to refund the Series 2021 Notes. If issued, the proceeds of such Notes will be applied to the payment of the Series 2021 Notes upon their maturity. In addition, such Notes will constitute Authority Refunding Bonds as such term is defined in the Standby Bond Purchase Agreement, dated as of September 1, 2021 (the "Standby Bond Purchase Agreement"), between the Authority and the Local Transportation Authority and will be subject to purchase by the Local Transportation Authority pursuant to the Standby Bond Purchase Agreement. See "Security and Source of Payment for the Notes," "Standby Bond Purchase Agreement" and Appendix A - "Orange County Local Transportation Authority." No other Notes may be issued pursuant to the Indenture prior to the payment at maturity or defeasance of all Series 2021 Notes.

Subsequent to the payment at maturity or defeasance of all Series 2021 Notes, the Authority may by Supplemental Indenture, establish one or more Series of additional Notes, including Refunding Notes, payable from the Collateral and secured by the pledge of the Collateral and the Authority may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Notes of any subsequent Series so established, in such principal amount as shall be determined by the Authority, subject to compliance with the specific conditions set forth in the Indenture and any additional requirements set forth in the Supplemental Indenture setting forth the terms and provisions of such additional Series of Notes.

Subordinate Obligations

Subsequent to the payment at maturity or defeasance of all Series 2021 Notes, the Authority may also issue or incur obligations secured by a pledge of the Collateral on a subordinate basis with the pledge which secures the Series 2021 Notes (such obligations being hereinafter referred to as "Subordinate Obligations"), provided that the following conditions to issuance or incurrence of such Subordinate Obligations are satisfied:

- (i) such Subordinate Obligations are duly and legally authorized by the Authority for any lawful purpose;
- (ii) no Event of Default shall have occurred and then be continuing (or the issuance of such Subordinate Obligations will cure any such Event of Default), as evidenced by the delivery to the Trustee of a Certificate of the Authority to that effect; and
- (iii) as and to the extent applicable, the Trustee is designated as paying agent or trustee for such Subordinate Obligations and the Authority delivers to the Trustee a transcript of the proceedings providing for the issuance of such Subordinate Obligations.

Limited Obligations

The Series 2021 Notes are not secured by a legal or equitable pledge of, or a charge or lien upon, any property of the Authority or any income or revenues received by Authority except the Collateral. Neither the faith and credit nor the taxing power of the County of Orange, the State of California or any political subdivision or public agency thereof, other than the Authority to the extent of the pledge of the Collateral described herein, is pledged to secure the Series 2021 Notes. The Authority has no taxing power.

References; Availability of Documents

Brief descriptions of the Series 2021 Notes, the Indenture, the security and sources of payment for the Series 2021 Notes, the Standby Bond Purchase Agreement, and certain information about the Authority and the Local Transportation Authority presented herein. Such references and descriptions do not purport to be comprehensive or definitive. All references herein to various documents are qualified in their entirety by reference to the forms thereof, all of which are available at the offices of the Authority.

PLAN OF FINANCE

Proceeds of the Series 2021 Notes will be applied to finance costs of the I-405 Project, to repay the Bridge Loan on the date of issuance of the Series 2021 Notes, the proceeds of which were applied to prepay the 2017 TIFIA Loan, to provide for payment of interest on the Series 2021 Notes to their date of maturity and to pay costs of issuance of the Series 2021 Notes. See "Estimated Sources and Uses of Funds."

PLAN OF REFINANCING FOR THE SERIES 2021 NOTES

In order to provide for the payment at maturity of the Series 2021 Notes, the Authority intends to draw upon the 2021 TIFIA Loan. Pursuant to the Indenture, the Authority covenants to comply in all material respects with its obligations under the TIFIA Loan Agreement, to use the proceeds of the TIFIA Loan to pay "Eligible Project Costs" as such term is defined in the TIFIA Loan Agreement and to submit a draw request to draw under the TIFIA Loan Agreement no later than ninety (90) days prior to the date that principal and accrued interest are due and payable with respect to the Series 2021 Notes.

If the Authority is unable for any reason to draw upon or access funds under the 2021 TIFIA Loan to provide for such payment, the Authority may issue Authority Refunding Bonds which may be issued as an additional Series of Notes pursuant to the Indenture or as bonds or other evidence of indebtedness issued pursuant to another indenture or trust agreement. The Authority will apply the proceeds of the Authority Refunding Bonds to the payment of the Series 2021 Notes upon their maturity. Pursuant to the Standby Bond Purchase Agreement, the Local Transportation Authority will commit to purchase Authority Revenues Bonds in an amount sufficient to pay all Series 2021 Notes upon their maturity. See "Security and Source of Payment for the Notes," "Standby Bond Purchase Agreement" and Appendix A - "Orange County Local Transportation Authority."

ESTIMATED SOURCES AND USES OF FUNDS

Sources:	
Par Amount of Series 2021 Notes	\$
Net [Original Issue Premium/Original Issue I	Discount]
Total:	\$
Uses:	
Repayment of Bridge Loan	\$
Deposit to 2021 Project Fund	
Deposit to Interest Fund ⁽¹⁾	
Deposit to 2021 Costs of Issuance Fund ⁽²⁾ \$	
Total:	\$

Estimated sources and uses of funds are presented below:

DESCRIPTION OF THE SERIES 2021 NOTES

General Terms and Provisions of the Series 2021 Notes

The Series 2021 Notes will be issued as fully registered notes, without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Series 2021 Notes, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2021 Notes. Individual purchases will be made in book-entry only form. Purchasers will not receive a certificate representing their beneficial ownership interest in the Series 2021 Notes. So long as Cede & Co. is the registered owner of the Series 2021 Notes, as nominee of DTC, references herein to Owners, Noteholders, Noteowners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the beneficial owners of the Series 2021 Notes. So long as Cede & Co. is the registered owner of Series 2021 Notes, all payments of principal and interest due with respect to the Series 2021 Notes will be made to Cede & Co., as nominee of DTC. See Appendix H - "Book - Entry Only System."

The Series 2021 Notes will be dated their date of delivery and will bear interest from such date. Interest with respect to the Series 2021 Notes will be computed using a year of 360 days comprised of twelve 30-day months and will be payable on April 15 and October 15 of each year, commencing April 15, 2022. The Series 2021 Notes will mature on the date and in the principal amount and bear interest at the rate, all as set forth on the inside front cover page of this Official Statement.

⁽¹⁾ Interest funded on the Series 2021 Notes to their date of maturity.

⁽²⁾ Costs of Issuance include underwriters' discount, legal fees, rating agency fees and other miscellaneous expenses.

No Redemption

The Series 2021 Notes are not subject to redemption prior to their stated maturity date.

DEBT SERVICE REQUIREMENTS

The following table sets forth the annual debt service requirements for the Series 2021 Notes.

Series 2021 Notes						
Fiscal Year Ending June 30,	Principal	Interest	Total Debt Service			
2022						
2023						
2024						
TOTAL						

SECURITY AND SOURCE OF PAYMENT FOR THE NOTES

The Notes are limited obligations of the Authority and are secured as to payment of both principal and interest, exclusively from the Collateral pledged under the Indenture.

Collateral

Collateral consists of: (a) proceeds from draws under the 2021 TIFIA Loan so long as the 2021 TIFIA Loan Agreement is in full force and effect; (b) any legally available funds of the Authority excluding (i) amounts received from LTF Revenues, (ii) federal grant funds, (iii) any revenues and assets with respect to the California State Route 91 Express Lanes, and (iv) any revenues received from operation of the freeway callbox system in Orange County and from the freeway service patrol; (c) all amounts held by the Trustee in the funds and accounts established under the Indenture, including the Revenue Fund, the Principal Fund and the Interest Fund and investment earnings thereon, excluding amounts deposited to the Rebate Fund; and (d) proceeds from the sale of Authority Refunding Bonds subject to purchase by the Local Transportation Authority pursuant to the Standby Bond Purchase Agreement.

Neither the faith and credit nor the taxing power of the County of Orange, the State of California or any political subdivision or public agency thereof, other than the Authority, to the extent of the pledge described herein, is pledged to the payment of principal of or interest on the Notes.

Funds and Accounts Established Pursuant to the Indenture; Investment of Funds and Accounts

Revenue Fund. A trust fund designated as the "Revenue Fund" shall be established and maintained by the Trustee pursuant to the Indenture. The Trustee shall deposit in the Revenue Fund all Collateral transferred to the Trustee by the Authority for deposit therein, when and as received by the Trustee. Collateral received by the Trustee shall be immediately subject to the pledge made under the Indenture.

Other Funds and Accounts. In addition to the Revenue Fund, the Trustee shall establish an Interest Fund, a Principal Fund, a Subordinate Obligations Fund, a Redemption Fund and a Fees and Expenses Fund, and, if so directed in a Supplemental Indenture establishing the terms and provisions of a

Series of Notes, a Costs of Issuance Fund, a Reserve Fund, and/or a Project Fund. Upon receipt of funds to be applied to the Rebate Requirement, the Trustee shall establish a Rebate Fund.

Pursuant to the First Supplemental Indenture, a Costs of Issuance Fund for the Series 2021 Notes and a Project Fund for the Series 2021 Notes shall be established and held by the Trustee. Funds deposited in the 2021 Costs of Issuance Fund shall be applied to pay Costs of Issuance of the Series 2021 Notes. Funds deposited in the 2021 Project Fund shall be applied to pay or to reimburse the Authority for its prior payment of costs of the I-405 Project.

No Reserve Fund is being established for the Series 2021 Notes.

Investment of Funds and Accounts. Moneys held on deposit in the Funds and Accounts established under the Indenture shall be invested in Investment Securities. See Appendix D - "Summary of Principal Documents."

Pledge and Allocation of Collateral

So long as any Notes are Outstanding or any Subordinate Obligations or any other amounts payable under the Indenture remain unpaid, the Authority covenants and agrees that the Authority shall transfer to the Trustee the amount of Collateral required for the Trustee to make the transfers and deposits, if any, required to be made by the Trustee during such month to the Interest Fund, the Principal Fund, Reserve Funds, if the Authority shall have established a Reserve Fund in connection with the issuance of a Series of Notes subsequent to the payment at maturity or defeasance of the Serie 2021 Notes, and the Subordinate Obligations Fund to the extent the Authority shall have issued or incurred any Subordinate Obligations subsequent to the payment at maturity or defeasance of the Series 2021 Notes. Upon receipt of an amount of Collateral from the Authority in any month, the Trustee shall deposit the amount received in the Revenue Fund and shall set aside, the moneys in the Revenue Fund in the following respective funds, in the following amounts, in the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of Collateral sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority; provided that if any of the deposits or transfers requires more than one such deposit or payment and there are not then on deposit in the Revenue Fund sufficient moneys to make all such deposits and payments, then such deposits and payments shall be made pro rata (based on the total amount of such deposits and payments then due) to the extent of available moneys:

1. **Interest Fund.** On or before April 15 and October 15 of each year that Notes are Outstanding, the Trustee shall set aside in the Interest Fund an amount equal to (A) the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Notes on the applicable Interest Payment Date (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Notes or other source and reserved as capitalized interest to pay such interest), until the requisite amount of interest on all such Outstanding Current Interest Notes is on deposit in the Interest Fund. The Trustee need not make a deposit into the Interest Fund with respect to any Notes if the amount contained therein is at least equal to the interest to become due and payable on the applicable Interest Payment Dates upon all of the Notes issued under the Indenture and then Outstanding. On April 15 and October 15 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Notes having interest payment dates other than April 15 and October 15) shall be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Notes or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates).

2. **Principal Fund; Sinking Accounts.** On or before the principal due date with respect to the Notes, including the date when Mandatory Sinking Account Payments, if any, are due and payable, the Trustee shall set aside in the Principal Fund an amount equal to the aggregate principal amount of Note Obligation becoming due and payable on the Outstanding Notes; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in the Reserve Fund that would be in excess of the Reserve Requirement applicable to such Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid.

If the Collateral is not sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Note Obligation to become due and payable on the Outstanding Serial Notes of all Series plus the Note Obligation amount of and redemption premium on the Outstanding Term Notes required to be redeemed or paid at maturity on such date, then such moneys shall be applied on a Proportionate Basis and in such proportion as said Serial Notes and said Term Notes bear to each other, after first deducting for such purposes from said Term Notes any of said Term Notes required to be redeemed annually as have been redeemed or purchased during the preceding 12-month period and any of said Term Notes required to be redeemed semiannually as have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. If the Collateral is not sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts shall be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Account Payments required to be made into all such Sinking Account Payments

The Trustee need not make a deposit into the Principal Fund if such fund has (1) moneys sufficient to pay the Note Obligations of all Serial Notes issued under the Indenture and then Outstanding and maturing by their terms within the next 12 months, plus (2) moneys sufficient to pay the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Notes during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in the Reserve Fund that would be in excess of the Reserve Requirement applicable to such Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than April 15 of each year, the Trustee shall request from the Authority a Certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On April 15 of each year or as soon as practicable thereafter, any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Notes having principal payment dates other than April 15) shall be transferred to the Authority.

3. **Reserve Funds**. No Reserve Fund will be established for the Series 2021 Notes. If, a Reserve Fund is established in connection with any additional Series of Notes issued subsequent to the payment at maturity or defeasance of the Series 2021 Notes, upon the occurrence of any deficiency in any such Reserve Fund, pursuant to a covenant set forth in the Indenture, the Authority shall deposit with the Trustee for deposit in such Reserve Fund an amount equal to one-twelfth of the aggregate amount of such deficiency each month, which deposits shall continue until the balance in such Reserve Fund is at least equal to the applicable Reserve Requirement.

- 4. **Subordinate Obligations Fund**. If the Authority issues or incurs Subordinate Obligations subsequent to the payment at maturity or defeasance of the Series 2021 Notes, after the transfers to the Interest Fund, the Principal Fund and any Reserve Fund have been made pursuant to the provisions of the Indenture described above, the Trustee shall deposit in the Subordinate Obligations Fund in each month such amount as the Authority shall specify in writing is necessary to make payments due and payable the following month with respect to Subordinate Obligations then outstanding.
- 5. **Fees and Expenses Fund**. After the transfers to the Interest Fund, the Principal Fund, any Reserve Fund and the Subordinate Obligations Fund have been made pursuant to the provisions of the Indenture described above, the Trustee shall deposit in the Fees and Expenses Fund in each month the amounts necessary for payment of Fee and Expense Obligations owing in such month or the following month by the Authority. The Authority shall provide the Trustee with invoices relating to the payment of such amounts, in writing, at the beginning of each month.

Any Collateral remaining in the Revenue Fund after the foregoing transfers required to be made pursuant to the provisions of the Indenture described above have been made, except as the Authority shall otherwise direct in writing or as is otherwise provided in a Supplemental Indenture, shall be transferred to the Authority on the same Business Day or as soon as practicable thereafter. The Authority may use and apply such Collateral when received by it from the Trustee for any lawful purpose of the Authority, including the redemption of Notes upon the terms and conditions set forth in the Supplemental Indenture relating to such Notes and the purchase of Notes as and when and at such prices as it may determine.

If, five (5) days prior to any principal payment date, Interest Payment Date or mandatory redemption date, the amounts on deposit in the Revenue Fund, the Interest Fund, the Principal Fund, including the Sinking Accounts therein, and, as and to the extent applicable, the Reserve Fund established in connection with a Series of Notes with respect to the payments to be made on such upcoming date are insufficient to make such payments, the Trustee shall immediately notify the Authority, in writing, of such deficiency and shall direct that the Authority transfer the amount of such deficiency to the Trustee on or prior to the applicable payment date. Pursuant to the Indenture, the Authority covenants and agrees to transfer to the Trustee from any Collateral in its possession the amount of such deficiency on or prior to the principal, interest or mandatory redemption date referenced in such notice.

Issuance of Additional Notes, Refunding Notes and Subordinate Obligations

Issuance of Additional Notes. The Authority may issue an additional Series of Notes pursuant to the Indenture to refund the Series 2021 Notes. No other Notes may be issued pursuant to the Indenture prior to the payment at maturity or defeasance of all Series 2021 Notes.

Subsequent to the payment at maturity or the defeasance of the Series 2021 Notes, the Authority may by Supplemental Indenture establish one or more additional Series of Notes, payable from the Collateral and secured by the pledge made under the Indenture, and the Authority may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Notes of any Series so established, in such principal amount as shall be determined by the Authority, but only upon compliance by the Authority with the provisions of the Indenture described below, each of which is a condition precedent to the issuance of any such additional Series of Notes, and compliance with any additional terms and provisions set forth in the Supplemental Indenture entered into by the Authority related to such Series of Notes.

(a) No Event of Default shall have occurred and then be continuing (or the issuance of such additional Series of Notes will cure any such Event of Default).

- (b) In the event a Supplemental Indenture providing for the issuance of such Series of Notes shall require either (i) the establishment of a Reserve Fund to provide additional security for such Series of Notes or (ii) that the balance on deposit in an existing Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Reserve Requirement with respect to such Series of Notes and all other Notes secured by such Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Notes, the Supplemental Indenture providing for the issuance of such additional Series of Notes shall require deposit of the amount necessary, which deposit may be made from the proceeds of the sale of such Series of Notes or from other funds of the Authority or from both such sources or may be made in the form of a Reserve Facility.
- (c) The aggregate principal amount of Notes issued under the Indenture shall not exceed any limitation imposed by law or by any Supplemental Indenture.
- (d) Principal payments of each additional Series of Notes shall be due on April 15 or October 15 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Note to be issued, and, if the interest on such Series of Notes is to be paid semiannually, such interest payments shall be due on April 15 and October 1 in each year to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Note to be issued.

Nothing in the Indenture contained shall prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Notes from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Notes or any portion thereof.

Issuance of Refunding Notes. The Authority may issue an additional Series of Notes pursuant to the Indenture to refund the Series 2021 Notes. See "Plan of Refinancing for the Series 2021 Notes."

If issued, such Refunding Notes and any Refunding Notes issued subsequent to the payment at maturity or defeasance of the Series 2021 Notes, may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all or a portion of the following: (i) the principal or Redemption Price of the Outstanding Notes to be refunded; (ii) all expenses incident to the calling, retiring or paying of such Outstanding Notes and the Costs of Issuance of such Refunding Notes; (iii) interest on all Outstanding Notes to be refunded to the date such Notes will be called for redemption or paid at maturity; (iv) interest on the Refunding Notes from the date thereof to the date of payment or redemption of the Notes to be refunded; and (v) funding a Reserve Fund for the Refunding Notes, if required.

Authorization and issuance of Refunding Notes other than Refunding Notes issued to refund the Series 2021 Notes shall require delivery to the Trustee of a Certificate of the Authority to the effect that the Authority has determined that Maximum Annual Debt Service on all Notes Outstanding following the issuance of such Refunding Notes is less than or equal to Maximum Annual Debt Service on all Notes Outstanding prior to the issuance of such Refunding Notes.

Subordinate Obligations. In addition to Notes and Refunding Notes, the Authority may also issue or incur Subordinate Obligations. As defined in the Indenture, Subordinate Obligations means any obligations of the Authority secured by and payable from the Collateral on a basis which is subordinate to the Notes. Subordinate Obligations may be issued or incurred by the Authority subject to satisfaction of the terms and provisions set forth below:

- (a) Such Subordinate Obligations have been duly and legally authorized by the Authority for any lawful purpose;
- (b) no Event of Default shall have occurred and then be continuing (or the issuance of such Subordinate Obligations will cure any such Event of Default), as evidenced by the delivery to the Trustee of a Certificate of the Authority to that effect; and
- (c) as and to the extent applicable, the Trustee is designated as paying agent or trustee for such Subordinate Obligations and the Authority delivers to the Trustee a transcript of the proceedings providing for the issuance of such Subordinate Obligations.

STANDBY BOND PURCHASE AGREEMENT

Set forth below is a summary of certain provisions of the Standby Bond Purchase Agreement. This summary does not purport to be comprehensive or definitive, is supplemental to the summary of other provisions of the Standby Bond Purchase Agreement described elsewhere in this Official Statement and is qualified in its entirety by reference to the full terms and provisions of the Standby Bond Purchase Agreement. See also Appendix A – "Orange County Local Transportation Authority."

All capitalized terms used and not otherwise defined in the summary of the Standby Bond Purchase Agreement set forth below or elsewhere in this Official Statement shall have the meanings assigned to such terms in the Standby Bond Purchase Agreement or if not defined therein shall have the meanings assigned to such terms in the Indenture.

Local Transportation Authority Commitment to Purchase

To assure availability of funds to provide for payment of the principal and interest due and payable on all Series 2021 Notes Outstanding on the maturity date of the Series 2021 Notes (the "Series 2021 Maturity Date"), concurrently with the issuance of the Series 2021 Notes, the Authority will enter into the Standby Bond Purchase Agreement with the Local Transportation Authority. Pursuant to the Standby Bond Purchase Agreement, the Local Transportation Authority, will agree, on the terms and provisions set forth in the Standby Bond Purchase Agreement, to advance its own funds to purchase Authority Refunding Bonds in such amount as shall be necessary to provide funds sufficient to pay the outstanding principal of and accrued interest on the Series 2021 Notes due and payable on the Series 2021 Maturity Date.

To the extent necessary to fund its commitment to purchase Authority Refunding Bonds, the Local Transportation Authority will commit to: (i) using sales tax revenues collected pursuant to a sales tax measure approved by the voters of the County for transportation purposes in 2006 ("Measure M2"); (ii) using its best efforts to issue bonds, notes or other evidence of indebtedness secured by such sales tax revenues (herein referred to as the "M2 Sales Tax Revenues") on a subordinate basis to the lien on such M2 Sales Tax Revenues which secures the Orange County Local Transportation Authority Measure M2 Sales Tax Revenue Bonds (herein referred to as the "M2 Sales Tax Revenue Bonds") issued by Local Transportation Authority pursuant to that certain Master Indenture of Trust, dated as of December 1, 2010 (as amended and supplemented from time to time pursuant to its terms, the "M2 Indenture"), between the Local Transportation Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "M2 Trustee"), and Parity Obligations (as such term is defined in the M2 Indenture); and (iii) using any other funds legally available to the Local Transportation Authority to fund its commitment. Pursuant to the M2 Indenture, such bonds, notes or other evidence of indebtedness will constitute Subordinate Obligations as such term is defined in the M2 Indenture which the Local Transportation Authority is authorized to issue or incur under the M2 Indenture. Subordinate Obligations issued or incurred under the

M2 Indenture (hereinafter referred to as "M2 Subordinate Obligations") are payable as to principal, premium, interest and reserve fund requirements, if any, out of M2 Sales Tax Revenues after the prior payment of amounts to be paid from M2 Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all M2 Sales Tax Revenue Bonds and Parity Obligations outstanding under the M2 Indenture.

Pursuant to the Standby Bond Purchase Agreement, the Local Transportation Authority will agree not to issue any M2 Subordinate Obligation other than M2 Subordinate Obligations to fund its commitment to purchase Authority Refunding Bonds as long as the Series 2021 Notes are Outstanding. In addition, pursuant to the Standby Bond Purchase Agreement, the Local Transportation Authority may not terminate its commitment to purchase the Series 2021 Notes if an Event of Default occurs under the Standby Bond Purchase Agreement. See "Events of Default and Remedies – Remedies."

Representations, Warranties and Covenants of the Authority

The Standby Bond Purchase Agreement includes certain representations, warranties and covenants of the Authority which are exclusively for the benefit of the Local Transportation Authority acting in its capacity as provider of the Standby Bond Purchase Agreement, each of which may be waived modified or enforced as the Local Transportation Authority may determine.

Events of Default and Remedies

An Event of Default will exist under the Standby Bond Purchase Agreement if any of the following occurs and is continuing and is not waived in writing by the Local Transportation Authority:

- (a) **Payment Defaults**. The Authority fails to make or cause to be made when due any payment to the Local Transportation Authority required to be made pursuant to the Standby Bond Purchase Agreement and such failure is not cured within three (3) Business Days.
- (b) Representations and Warranties. Any representation or warranty made by or on behalf of the Authority in the Standby Bond Purchase Agreement or in any other Related Document (as such term is defined in the Standby Bond Purchase Agreement) or in any certificate or statement delivered under the Standby Bond Purchase Agreement shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made.
- (c) Covenant Defaults. The Authority shall fail to perform or observe any term, covenant or agreement set forth in the Standby Bond Purchase Agreement (other than the covenants and agreement described in clause (a) above (each a "Covenant Failure") which failure continues for thirty (30) days or more; provided that such Covenant Failure shall not constitute an Event of Default under the Standby Bond Purchase Agreement until such failure continues for sixty (60) days if (i) the Authority provides satisfactory evidence to the Local Transportation Authority that such Covenant Failure is able to be cured within sixty (60) days of the occurrence of the Covenant Failure, (ii) the Authority provides reasonable assurances to the Local Transportation Authority that the Covenant Failure will be cured within sixty (60) days of the occurrence of the Covenant Failure and (iii) the Authority provides satisfactory evidence to the Local Transportation Authority that the Authority has commenced the process required to cure such Covenant Failure within ten (10) days of the occurrence of such Covenant Failure.
- (d) **Debt**: (i) Default by the Authority in the payment of any amount due in respect of any Indebtedness payable to the Local Transportation Authority as and when the same shall become due, or (ii) default by the Authority in the payment of any amount due in respect of any other Indebtedness in an aggregate amount in excess of \$5,000,000 as and when the same shall become due, or (iii) (x) default

under any mortgage, agreement or other instrument under or pursuant to which such Indebtedness is incurred or issued, and continuance of such default beyond any period of grace allowed with respect thereto, or (y) the occurrence of any act or omission by the Authority under any such mortgage, agreement or other instrument which, in the case of either (A) or (B), results in any amount of such Indebtedness (if such Indebtedness is a Indebtedness payable to the Local Transportation Authority or in excess of \$5,000,000 of such Indebtedness (with respect any other Indebtedness) becoming, or being capable of becoming, immediately due and payable.

- (e) **Invalidity**. Any provision of the Standby Bond Purchase Agreement, the Notes or any other Related Document shall cease to be valid and binding, or the Authority shall contest any such provision, or the Authority or any authorized agent or trustee on behalf of the Authority, shall deny that it has any further liability under any provision of the Standby Bond Purchase Agreement, the Notes or any other Related Document.
- (f) Other Documents. The occurrence of any default beyond the period of grace, if any, allowed with respect thereto under any Related Document other than the Standby Bond Purchase Agreement.
- (g) **Financial Emergency**. There shall be appointed or designated with respect to the Authority, an entity such as an organization, board, commission, authority, agency or body to monitor or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it.
- (h) **Liens**. One or more attachments against the property of the Authority, the operation or result of which, individually or in the aggregate, equal or exceed \$5,000,000 shall remain unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days.
- (i) **Event of Insolvency**. The occurrence of an Event of Insolvency as such term is defined in the Standby Bond Purchase Agreement.

Remedies. Upon the occurrence and during the continuance of an Event of Default under the Standby Bond Purchase Agreement, the Local Transportation Authority shall be entitled to exercise all remedies available at law or equity. Notwithstanding the provisions of the Standby Bond Purchase Agreement described in this paragraph or any other provision of the Standby Bond Purchase Agreement to the contrary, in no event shall the Local Transportation Authority be entitled to terminate its obligation to purchase Authority Refunding Bonds upon the occurrence or during the continuance of an Event of Default under the Standby Bond Purchase Agreement.

Termination of Available Commitment

The Available Commitment will automatically terminate at 5:00 p.m. Pacific time on the date of expiration of the OCLTA Purchase Period, which is the earliest to occur of: (i) the Stated Expiration Date then in effect; (ii) the date on which no Authority Refunding Bonds are outstanding; or (iii) the close of business Pacific Time on the date the Available Commitment is reduced to zero or terminated pursuant to the provisions of the Standby Bond Purchase Agreement.

Trustee Notifications Facilitating Purchase of Authority Refunding Bonds Pursuant to the Standby Bond Purchase Agreement

Pursuant to the provisions of the Indenture, on the seventy-fifth (75th) day prior to the Series 2021 Maturity Date, the Trustee shall give written notice to the Authority of the amount of funds on deposit in the Principal Fund and the Interest Fund available to pay the principal of and accrued interest on the Series 2021 Notes on the Series 2021 Maturity Date. If such notice indicates that the Trustee does not have sufficient funds on hand, pursuant to the provisions of the Standby Bond Purchase Agreement, the Authority shall submit a Notice of OCLTA Purchase to the Local Transportation Authority, which shall transfer to the Trustee an amount equal to the Purchase Price of the Authority Refunding Bonds no later than 2:30 p.m. Pacific time on the OLCTA Purchase Date, which is the fifth (5th) Business Day prior to the Series 2021 Maturity Date.

In addition, pursuant to the provisions of the Indenture, if five (5) days prior to the Series 2021 Maturity Date, amounts on deposit in the Principal Fund and the Interest Fund are insufficient to make the payments required to be made on Series 2021 Notes on the Series 2021 Maturity Date, the Trustee shall immediately notify the Authority in writing of such deficiency and shall direct the Authority to transfer the amount of such deficiency to the Trustee on or prior to the Series 2021 Maturity Date. Pursuant to the provisions of the Indenture, upon receipt of such written notice, the Authority covenants and agrees to transfer to the Trustee from any Collateral in its possession the amount of such deficiency on or prior to Series 2021 Maturity Date.

Standby Bond Purchase Agreement Provider

The Local Transportation Authority is a local transportation authority organized and existing under the provisions of the Local Transportation and Improvement Act, constituting Division 19 of the Public Utilities Code of the State of California commencing with Section 180000 and is an affiliate of the Authority. See "The Authority – Formation and Governance" and Appendix A – "Orange County Local Transportation Authority."

THE AUTHORITY

Formation and Governance

Pursuant to the Consolidation Legislation which created a single Board of Directors accountable for transportation decision-making in the County, on June 20, 1991, the Authority assumed the combined duties of the Local Transportation Authority, the Orange County Transportation Commission, the Orange County Transit District, the Orange County Congestion Management Agency, the Orange County Service Authority for Freeway Emergencies and the Orange County Consolidated Transportation Service Agency.

The Board of Directors of the Authority is currently made up of eighteen members. The Board of Directors is comprised of (i) five members of the Orange County Board of Supervisors, each such member to be appointed by the Orange County Board of Supervisors, (ii) ten city members elected by the Orange County City Selection Committee (one per supervisorial district selected by population weighted voting and one per supervisorial district selected on a one-city one vote basis, (iii) two public members appointed by the other fifteen members of the Board of Directors of the Authority, each of which shall be a resident of Orange County who is not then serving, and has not, within the previous four years, served as an elected official within Orange County or as an elected official of Orange County; and (iv) a non-voting ex-officio member appointed by the Governor of the State of California.

Executive Staff

Key staff members are identified below.

Darrell E. Johnson, Chief Executive Officer. Darrell E. Johnson was appointed as Chief Executive Officer of the Authority in March 2013. Under the policy direction of the Board of Directors, Mr. Johnson is responsible for planning, financing and coordinating freeway, street and rail development, managing bus service, commuter-rail service and paratransit van service for the disabled and planning and managing a number of other transportation related programs and projects within Orange County. Prior to his appointment as Chief Executive Officer, Mr. Johnson served in various management positions at the Authority, most recently as Deputy Chief Executive Officer. Prior to joining the Authority in July 2003, Mr. Johnson served in various operations and planning positions at Amtrak.

Mr. Johnson holds a Bachelor of Arts Degree in Political Science and Administrative Studies from the University of California, Riverside, and completed the Senior Executives in State and Local Government Program, Harvard Kennedy School, Harvard University.

Jennifer L. Bergener, Deputy Chief Executive Officer and Chief Operating Officer. Jennifer L. Bergener was appointed Deputy Chief Executive Officer in January 2020 and also serves as Chief Operating Officer of the Authority. Ms. Bergener works directly with the Chief Executive Officer in advancing efforts to fulfill the Authority's mission of keeping the County moving with a balanced and sustainable transportation system. Ms. Bergener joined the Authority in 2003 and has served in various positions at the Authority, most recently as Chief Operating Officer, a position which she continues to hold.

Ms. Bergener holds a Bachelor of Science Degree in Accounting and Economics from the University of San Diego.

Andrew Oftelie, Chief Financial Officer. Andrew Oftelie was appointed Chief Financial Officer of the Authority in June 2013. Mr. Oftelie directs and manages the financial planning, budgeting, accounting, financial reporting, information technology, contracts administration and materials management, treasury and public finance, and general administration functions. Mr. Oftelie joined the Authority in 1999 and has served in various positions at the Authority since 1999, most recently as Director of Finance and Administration.

Mr. Oftelie holds a Master of Science degree in Public Administration from California State University, Long Beach, and a Bachelor of Science Degree in Finance from the University of Southern California.

INVESTMENTS AND INVESTMENT POLICY

The Board of Directors of the Authority adopts an investment policy (each, an "Investment Policy") on an annual basis in June of each year. Each Investment Policy is governed by the provisions of the California Government Code and governs the investment of the funds of the Authority and its affiliates, including the LTA, which are not held in the funds and accounts established pursuant to the Indenture. Amounts held in the funds and accounts established pursuant to the Indenture are invested in Investment Securities and in accordance with the maturity and diversification guidelines set forth in the Investment Policy. See Appendix D - "Summary of Principal Documents - Definitions" and "Investment in Funds and Accounts." The current Investment Policy was adopted on June 14, 2021 and is set forth in Appendix G - "Orange County Transportation Authority Investment Policy."

INVESTMENT CONSIDERATIONS

Limited Obligations

The Series 2021 Notes are limited obligations of the Authority payable solely from, and secured solely by a pledge of the Collateral, which is comprised of: (a) any legally available funds of the Authority excluding (i) amounts received from LTF Revenues, (ii) federal grant funds, and (iii) any revenues and assets with respect to the California State Route 91 Express Lanes; (b) proceeds from draws under a loan agreement entered into with United States Department of Transportation, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau; (c) all amounts held by the Trustee in the funds and accounts established under the Indenture, including investment earnings thereon, excluding amounts deposited to the Rebate Fund (as such term is defined in the Indenture); and (d) proceeds from the sale of Authority Refunding Bonds subject to purchase by the Local Transportation Authority pursuant to the Standby Bond Purchase Agreement. The Authority's ability to generate revenues from the Collateral in amounts sufficient to pay debt service on the Series 2021 Notes depends upon many factors, some of which are not within the control of the Authority.

Other than the pledge of the Collateral, the Authority has not mortgaged, assigned or pledged any interest in any real or personal property or improvements, including any interest in the I-405 Improvements which comprise the I-405 Project as security for payment of the Series 2021 Notes.

No Acceleration Provision

The Indenture does not contain a provision allowing for the acceleration of the Series 2021 Notes in the event of a default in the payment of principal and interest on the Series 2021 Notes when due. In the event of a default by the Authority, each Holder of a Series 2021 Note will have the rights to exercise the remedies, subject to the limitations thereon, set forth in the Indenture." See Appendix D – "Summary of Principal Documents – Events of Default and Remedies."

No Reserve Fund

The Series 2021 Notes will not be secured by a Reserve Fund.

Loss of Tax Exemption

As discussed under "Tax Matters," interest on the Series 2021 Notes could become includable in federal gross income, possibly from the date of issuance of the Series 2021 Notes, as a result of acts or omissions of the Authority subsequent to the date of issuance of the Series 2021 Notes. Should interest become includable in federal gross income, the Series 2021 Notes are not subject to redemption by reason thereof and will remain outstanding until maturity or earlier defeasance.

Bankruptcy Risks. Described below are certain bankruptcy risks.

Bankruptcy Filing The Authority is authorized to file for bankruptcy under Chapter 9 of the Bankruptcy Code under certain circumstances. An involuntary bankruptcy petition cannot be filed against the Authority.

If the Authority is in bankruptcy, the parties (including the holders of the Series 2021 Notes) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions

may also prevent the Trustee from making payments to the holders of the Series 2021 Notes from funds in the Trustee's possession.

The Authority as a debtor in bankruptcy may be able to borrow additional money that is secured by a lien on any of its property (including the Collateral), which lien could have priority over the lien of the Indenture, or to cause some of the Collateral to be released to it, free and clear of lien of the Indenture, in each case provided that the bankruptcy judicial determines that the rights of the Trustee and the holders of the Series 2021 Notes will be adequately protected. The Authority may also be able, without the consent and over the objection of the Trustee and the holders of the Series 2021 Notes, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the Series 2021 Notes, provided that the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2021 Notes while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2021 Notes, or result in losses to the holders of the Series 2021 Notes. Regardless of any specific adverse determinations in a Authority bankruptcy proceeding, the fact of a Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2021 Notes.

Risk of Bankruptcy of Related Entities

As described above under the caption "The Authority - Formation and Governance," the Authority has assumed the combined duties of the Local Transportation Authority, the Orange County Transportation Commission, the Orange County Transit District, the Orange County Service Authority for Freeway Emergencies, and the Orange County Consolidated Transportation Service Agency. As a result, no assurance can be given that, if any of the Authority, the Local Transportation Authority, the Orange County Transportation Commission, the Orange County Transit District, the Orange County Service Authority for Freeway Emergencies, or the Orange County Consolidated Transportation Service Agency were to go into bankruptcy, the Authority would not become a part of such bankruptcy case. If the Authority were to become a part of such a bankruptcy case, then there could be delays or reductions in payments on the Series 2021 Notes or other losses for the owners of the Series 2021 Notes.

COVID-19 Pandemic

The COVID 19 Pandemic (the "Pandemic") is currently affecting many parts of the world, including the United States and the State of California. The Pandemic has negatively affected travel, commerce, investment values, and financial markets globally, and is widely expected to continue to negatively affect economic output worldwide and within Orange County. While federal and state governments (including the State of California) have enacted legislation and taken executive actions seeking to mitigate the negative public health and economic impacts of the Pandemic, the Authority offers no assurances that these interventions will have the intended effects. The consequences of the Pandemic are expected to continue to reduce economic activity within the County. The Authority continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the Pandemic upon the Authority.

Availability of Funds to Pay the Series 2021 Notes

The Authority intends to draw on the 2021 TIFIA Loan, or to the extent sufficient funds are not available or eligible thereunder, to issue Authority Refunding Bonds under either the Indenture or another indenture or trust agreement, as applicable, to provide funds sufficient to pay the principal and interest of

the Series 2021 Notes on the Series 2021 Maturity Date. No assurance can be given that the Authority will satisfy all conditions to disbursement under the 2021 TIFIA Loan Agreement, or that the TIFIA Lender will honor a properly presented disbursement request under the 2021 TIFIA Loan Agreement. Moreover, in the event of a federal government shutdown of non-essential discretionary functions the TIFIA Lender would not be obligated to disburse funds under the 2021 TIFIA Loan Agreement.

AUDITED FINANCIAL STATEMENTS

The audited financial statements of the Authority for the Fiscal Year ended June 30, 2020 and the Fiscal Year ended June 30, 2019, respectively, included as Appendix C-1 and Appendix C-2 to this Official Statement, have been audited by Crowe LLP, independent auditors, as stated in their report therein. See Appendix C-1 - Audited Financial Statements of the Orange County Transportation Authority For Fiscal Year Ended June 30, 2020 and Appendix C-2 - Audited Financial Statements of the Orange County Transportation Authority For Fiscal Year Ended June 30, 2019. Crowe LLP was not requested to consent to the inclusion of their report in Appendix C-1 or Appendix C-2, nor has Crowe LLP undertaken to update their reports or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by Crowe LLP with respect to any event subsequent to the date of their reports.

RATINGS

Moody's Investors Service and S&P Global Ratings have assigned the Series 2021 Notes ratings of "___" and "___," respectively. The ratings described above reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on its own investigations, studies and assumptions. There is no assurance that any of such ratings will continue for any given period of time or that any of such ratings will not be revised downward or withdrawn entirely, if in the judgment of the applicable rating agency, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect on the market price of the Series 2021 Notes.

TAX MATTERS

General. In the opinion of Nossaman LLP, Bond Counsel to the Authority ("Bond Counsel"), based on existing statutes, regulations, rulings and court decisions, interest on the Series 2021 Notes is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. Bond Counsel is further of the opinion that interest on the Series 2021 Notes is not a specific preference item for purposes of the federal alternative minimum tax. A copy of the proposed opinion of Bond Counsel is set forth in Appendix F hereto.

The Internal Revenue Code of 1986 (the "Code") imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2021 Notes. The Authority has covenanted to comply with certain restrictions designed to assure that interest on the Series 2021 Notes will not be includable in federal gross income. Failure to comply with these covenants may result in interest on the Series 2021 Notes being includable in federal gross income, possibly from the date of issuance of the Series 2021 Notes. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2021 Notes may affect the value of, or

the tax status of, interest on the Series 2021 Notes. Further, no assurance can be given that pending or future legislation or amendments to the Code will not adversely affect the value of, or the tax status of interest on, the Series 2021 Notes. Prospective owners are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Although Bond Counsel has rendered an opinion that interest on the Series 2021 Notes is excludable from federal gross income and is exempt from State of California personal income taxes, the ownership or disposition of and the accrual or receipt of interest on the Series 2021 Notes may otherwise affect a beneficial owner's state or federal tax liability. The nature and extent of these other tax consequences will depend upon each beneficial owner's particular tax status and the beneficial owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

If the initial offering price to the public (excluding bond houses and brokers) at which a Series 2021 Note is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Series 2021 Note is sold is greater than the amount payable at maturity thereof, then the excess of the tax basis of a purchaser of such Series 2021 Note (other than a purchaser who holds such Series 2021 Note as inventory, stock in trade or for sale to customers in the ordinary course of business) over the principal amount of such Series 2021 Note constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes.

Under the Code, original issue discount is excludable from gross income for federal income tax purposes to the same extent as interest on the Series 2021 Notes. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each such Series 2021 Note and the basis of such Series 2021 Note acquired at such initial offering price by an initial purchaser of each such Series 2021 Note will be increased by the amount of such accrued discount. The Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of such Series 2021 Notes who purchase such Series 2021 Notes after the initial offering of a substantial amount thereof. Owners who do not purchase such Series 2021 Notes in the initial offering at the initial offering prices should consult their own tax advisors with respect to the tax consequences of ownership of such Series 2021 Notes. All holders of such Series 2021 Notes should consult their own tax advisors with respect to the allowance of a deduction for any loss on a sale or other disposition to the extent that calculation of such loss is based on accrued original issue discount.

Under the Code, original issue premium is amortized for federal income tax purposes over the term of such a Series 2021 Note based on the purchaser's yield to maturity in such Series 2021 Notes, except that in the case of such a Series 2021 Note callable prior to its stated maturity, the amortization period and the yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Series 2021 Note. A purchaser of such a Series 2021 Note is required to decrease his or her adjusted basis in such Series 2021 Note by the amount of Series 2021 Note premium attributable to each taxable year in which such purchaser holds such Series 2021 Note. The amount of note premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of such Series 2021 Notes should consult their tax advisors with respect to the precise determination for federal income tax purposes of the amount of note premium attributable to each taxable year and the effect of note premium on the sale or other disposition of such a Series 2021 Note and with respect to the state and local tax consequences of owning and disposing of such a Series 2021 Note.

Certain agreements, requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed and certain actions may be taken or omitted under the

circumstances and subject to the terms and conditions set forth in those documents, upon the advice or with the approving opinion of nationally recognized bond counsel. Bond Counsel expresses no opinion as to the effect on any Series 2021 Note or the interest payable with respect thereto if any change occurs or action is taken or omitted upon the advice or approval of counsel other than Bond Counsel.

Future rulings, court decisions, legislative proposals, if enacted into law, or clarification of the Code may cause interest on the Series 2021 Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. There can be no assurance that such future rulings, court decisions, legislative proposals, if enacted into law, or clarification of the Code enacted or proposed after the date of issuance of the Series 2021 Notes will not have an adverse effect on the tax-exempt status or market price of the Series 2021 Notes.

Internal Revenue Service Audit of Tax-Exempt Issues. The Internal Revenue Service ("IRS") has initiated an expanded program for the auditing of tax-exempt issues, including both random and targeted audits. It is possible that the Series 2021 Notes will be selected for audit by the IRS. It is also possible that the market value of the Series 2021 Notes might be affected as a result of such an audit of the Series 2021 Notes (or by an audit of similar obligations).

Information Reporting and Backup Withholding. Information reporting requirements apply to interest (including original issue discount) paid after March 31, 2007 on tax-exempt obligations, including the Series 2021 Notes. In general, such requirements are satisfied if the interest recipient completes and provides the payor with a Form W -9, "Request for Taxpayer Identification Number and Certification," or unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If a beneficial owner purchasing a Series 2021 Note through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Series 2021 Notes from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the beneficial owner's federal income tax once the required information is furnished to the Internal Revenue Service.

ABSENCE OF MATERIAL LITIGATION

No litigation is pending or, to the best knowledge of the Authority, threatened concerning the validity of the Series 2021 Notes. The Authority is not aware of any pending or threatened litigation questioning the political existence of the Authority or contesting the Authority's ability to pledge the Collateral pursuant to the Indenture.

MUNICIPAL ADVISOR

The Authority has retained Sperry Capital Inc., Sausalito, California, as municipal advisor (the "Municipal Advisor") in connection with the authorization and issuance of the Series 2021 Notes and certain other financial matters. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent advisory firm

and is not engaged in the business of underwriting, trading or distributing municipal securities or other negotiable instruments.

CONTINUING DISCLOSURE

Pursuant to the Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"), the form of which is attached hereto as Appendix E, the Authority will agree to provide certain financial information and operating data relating to the Authority (hereinafter referred to as the "Annual Report") by not later than six (6) months following the end of the Authority's Fiscal Year (presently June 30), commencing with the report for the Fiscal Year ended June 30, 2021, and to provide notices of the occurrence of certain enumerated events as specified in the Continuing Disclosure Certificate. The Annual Report and notices of enumerated events will be filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website (EMMA). The specific nature of the information to be contained in the Annual Report and in the notices of enumerated events is specified in the Continuing Disclosure Certificate. The Authority has agreed to provide Annual Reports and notices of enumerated events for the benefit of the Noteholders and Beneficial Owners of the Series 2021 Notes in order to assist the Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

LEGAL MATTERS

Certain legal matters incident to the issuance of the Series 2021 Notes are subject to the approving opinion of Nossaman LLP, Los Angeles, California, Bond Counsel, the form of which is attached hereto as Appendix F. Approval of other legal matters will be passed upon for the Authority by Woodruff, Spradlin & Smart, general counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriters.

UNDERWRITING

The Series 2021 Notes may be offered and sold to certain dealers and others at prices lower than the offering prices stated on the cover page hereof. The offering prices may be changed from time to time.

The language set forth below under this caption has been provided by and is being included in this Official Statement at the request of the Underwriter[s] identified below. The Authority cannot and does not assume any responsibility for the accuracy of any of the information set forth below under this caption.

BofA Securities, Inc., an underwriter of the Series 2021 Notes, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this

arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2021 Notes.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

RELATIONSHIP AMONG CERTAIN PARTIES

BofA Securities, Inc. is an underwriter with respect to the Series 2021 Notes. Bank of America, N.A., an affiliate of BofA Securities, Inc., provided the Bridge Loan which will be repaid from a portion of the proceeds of the Series 2021 Notes.

OTHER MATTERS

This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers, Owners or Beneficial Owners of any of the Series 2021 Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinion and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof.

Additional information may be obtained upon request from the office of the Authority at 550 South Main Street, Orange, California 92863-1584, (714) 560-6282.

The execution and delivery of this Official Statement have been duly authorized by the Authority.

AUTHORITY

By:______Chief Executive Officer

ORANGE COUNTY TRANSPORTATION

APPENDIX A

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

The Orange County Local Transportation Authority is an affiliate of the Orange County Transportation Authority. As provided in the Consolidation Legislation (as such term is defined in the front portion of the Official Statement to which this Appendix A is attached), the Board of Directors of the Authority serves as the Board of Directors of the Local Transportation Authority. See "The Authority" in the front portion of this Official Statement. All capitalized terms used and not otherwise defined in this Appendix A shall have the meanings assigned to such terms in the front portion of this Official Statement.

M2 SALES TAX REVENUE BONDS

Authority for Issuance of M2 Sales Tax Revenue Bonds

The Local Transportation Authority may issue M2 Sales Tax Revenue Bonds pursuant to authority granted under the Local Transportation Authority and Improvement Act (constituting Division 19 of the Public Utilities Code of the State of California, hereinafter referred to as the "Local Transportation Authority Improvement Act"), the Renewed Measure M Transportation Ordinance and Investment Plan, adopted by the Board of Directors on July 24, 2006 (as amended and supplemented from time to time pursuant to its terms hereinafter collectively referred to as the "Measure M2 Ordinance") and approved by more than two-thirds of the electors voting on the Measure M2 at the general election held in the Orange County on November 7, 2006. See "The Measure M2 Sales Tax" herein.

M2 Sales Tax Revenue Bonds issued by the Local Transportation Authority are limited obligations of the Local Transportation Authority payable from and secured by a pledge of the M2 Sales Tax Revenues derived from the imposition of a one-half of one percent (1/2%) retail transactions and use tax imposed for transportation purposes in the incorporated and unincorporated territory of Orange County. The one-half of one percent (1/2%) retail transactions and use tax was imposed pursuant to the Measure M2 Ordinance and approved by approximately seventy percent (70%) of the electors voting on Measure M2 at the general election held in the County on November 7, 2006. Pursuant to its terms, the Measure M2 Ordinance became effective on November 7, 2006 and collection of the Measure M2 retail transactions and use tax authorized pursuant to Measure M2 commenced on April 1, 2011 and is scheduled to expire on March 31, 2041. Such retail transactions and use tax imposed by the Measure M2 Ordinance is hereinafter referred to as the "M2 Sales Tax." See "Security and Source of Payment for the M2 Sales Tax Revenue Bonds."

M2 Sales Tax Revenue Bonds and Parity Obligations

Pursuant to the M2 Indenture, the Local Transportation Authority has issued (i) \$293,540,000 aggregate principal amount of Orange County Local Transportation Authority M2 Sales Tax Revenue Bonds (Limited Tax Bonds) 2010 Series A (Taxable Build America Bonds), of which \$250,000,000 aggregate principal amount will remain outstanding as of the date of issuance of the Series 2021 Notes and (ii) \$376,690,00 aggregate principal amount of Orange County Local Transportation Authority M2 Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2019, of which \$368,625,000 aggregate principal amount will remain outstanding as of the date of issuance of the Series 2021 Notes. Pursuant to the M2 Indenture, the Local Transportation Authority may also issue or incur Parity Obligations (as such term is defined in the M2 Indenture). As of the date of this Official Statement, no Parity Obligations are Outstanding (as such term is defined in the M2 Indenture). See "M2 Sales Tax Revenue Bonds."

M2 Subordinate Obligations

Pursuant to the M2 Indenture, the Local Transportation Authority may issue or incur M2 Subordinate Obligations which are secured by a pledge of the M2 Sales Tax Revenues on a basis subordinate to the pledge which secures the M2 Sales Tax Revenue Bonds. As of the date of this Official Statement, the Local Transportation Authority has not issued or incurred any M2 Subordinate Obligations. To fund its commitment to purchase Authority Refunding Bonds set forth in the Standby Bond Purchase Agreement, the Local Transportation Authority may issue M2 Subordinate Obligations. See "Standby Bond Purchase Agreement – Local Transportation Authority Commitment to Purchase" in the front portion of this Official Statement.

Local Transportation Authority Future Financing Plans

In Fiscal Year 2023, the Local Transportation Authority currently anticipates issuing approximately \$575 million of additional M2 Sales Tax Revenue Bonds, secured by a pledge of the M2 Sales Tax Revenues on a parity basis with the pledge which secures the M2 Sales Tax Revenue Bonds Outstanding as of the date of this Official Statement, the proceeds of which will be applied to finance freeway projects authorized to be funded by Measure M2.

SECURITY AND SOURCE OF PAYMENT FOR M2 SALES TAX REVENUE BONDS

Pledge of M2 Sales Tax Revenues

The M2 Sales Tax Revenue Bonds are limited obligations of the Local Transportation Authority and are payable as to principal and interest exclusively from (i) Revenues (as such term is defined in the M2 Indenture, consisting of M2 Sales Tax Revenues and all investment earnings on amounts held by the M2 Trustee in the funds and accounts established under the M2 Indenture (other than amounts deposited in the Rebate Fund, any Purchase Fund or any Letter of Credit Account established pursuant to the M2 Indenture, and (ii) all amounts held on deposit in the funds and accounts established pursuant to the M2 Indenture (other than amounts deposited in the Rebate Fund, any Purchase Fund or any Letter of Credit Account established pursuant to the M2 Indenture).

M2 Sales Tax Revenues means 100% of the amounts relating to the collected by the California Department of Tax and Fee Administration ("CDTFA") on behalf of the Local Transportation Authority pursuant to the Local Transportation Authority Improvement Act, less the sum of (i) the costs and expenses of collection of the M2 Sales Tax paid to CDTFA, (ii) 1% of the M2 Sales Tax payable to the Local Transportation Authority for administration of the Measure M2 Ordinance, (iii) 2% of the M2 Sales Tax to be used for an environmental cleanup program to implement street and highway related water quality improvement projects as provided in the Measure M2 Ordinance, and (iv) 18% of the M2 Sales Tax remaining after deducting the amounts referred to in (i), (ii) and (iii) above, which amount, referred to in the Measure M2 Ordinance as the "Local Fair Share Program," is to be applied to provide flexible funding to assist cities in the County and the County to provide for the repair of aging streets and to meet other transportation needs, including residential street projects, traffic and pedestrian safety projects near schools and signal priority for emergency vehicles as provided in the Measure M2 Ordinance. For a general discussion of the Measure M2 Sales Tax, see "The Measure M2 Sales Tax."

The M2 Indenture provides that the Measure M2 Revenues and other amounts described above became immediately subject to the pledge set forth in the M2 Indenture upon the issuance of the first series of M2 Sales Tax Revenue Bonds and that such pledge constitutes a first lien on and security interest in the M2 Sales Tax Revenues and such other amounts and immediately attached thereto and became

effective, binding and enforceable against the Local Transportation Authority and all others asserting rights therein, to the extent set forth, and in accordance with, the provisions of the M2 Indenture, irrespective of whether such parties have notice of the pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of M2 Sales Tax Revenues and all amounts held on deposit in the funds and accounts established under the M2 Indenture (except for amounts held in the Rebate Fund established under the M2 Indenture) are irrevocable until all of the M2 Sales Tax Revenue Bonds, all obligations which are secured by a pledge of the M2 Sales Tax Revenues on a parity basis with the pledge which secures the M2 Sales Tax Revenue Bonds (such other obligations being hereinafter referred to as "Measure M2 Parity Obligations") and the M2 Subordinate Obligations and amounts owed in connection with the M2 Sales Tax Revenue Bonds, Measure M2 Parity Obligations and M2 Subordinate Obligations are no longer Outstanding.

Neither the faith and credit nor the taxing power of the County of Orange, the State of California or any political subdivision or public agency thereof, other than the Local Transportation Authority, to the extent of the pledge described herein, is pledged to the payment of principal of or interest on M2 Sales Tax Revenue Bonds.

Issuance of Obligations Payable From M2 Sales Tax Revenues

Issuance of Additional M2 Sales Tax Revenue Bonds. Subsequent to the issuance of the Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021, the Local Transportation Authority may issue one or more additional series of M2 Sales Tax Revenue Bonds, payable from M2 Sales Tax Revenues and secured by the pledge made under the M2 Indenture in addition to the M2 Sales Tax Revenue Bonds Outstanding (as such term is defined in the M2 Indenture) as of the date of this Official Statement. The Local Transportation Authority may issue and the M2 Trustee may authenticate and deliver to the purchasers thereof, M2 Sales Tax Revenue Bonds of any series so established, in such principal amount as shall be determined by the Local Transportation Authority, but only upon compliance by the Local Transportation Authority with the provisions of the M2 Indenture described below, each of which is a condition precedent to the issuance of any such additional series of M2 Sales Tax Revenue Bonds.

- (a) No Event of Default (as such term is defined in the M2 Indenture) shall have occurred and then be continuing.
- (b) In the event a Supplemental Indenture (as such term is defined in the M2 Indenture) providing for the issuance of such series of M2 Sales Tax Revenue Bonds shall require either (i) the establishment of a Reserve Fund (as such term is defined in the M2 Indenture) to provide additional security for such series of M2 Sales Tax Revenue Bonds or (ii) that the balance on deposit in an existing Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such series, to an amount at least equal to the Reserve Requirement with respect to such series of M2 Sales Tax Revenue Bonds and all other M2 Sales Tax Revenue Bonds secured by such Reserve Fund to be considered Outstanding upon the issuance of such additional series of M2 Sales Tax Revenue Bonds, the Supplemental Indenture providing for the issuance of such additional series of M2 Sales Tax Revenue Bonds shall require deposit of the amount necessary. Said deposit may be made from the proceeds of the sale of such series of M2 Sales Tax Revenue Bonds or from other funds of the Local Transportation Authority or from both such sources or may be made in the form of a Reserve Facility (as such term is defined in the M2 Indenture).
- (c) The aggregate principal amount of M2 Sales Tax Revenue Bonds issued under the M2 Indenture shall not exceed any limitation imposed by law or by any Supplemental Indenture.

(d) The Local Transportation Authority shall place on file with the M2 Trustee a Certificate (as such term is defined in the M2 Indenture) of the Local Transportation Authority certifying that the amount of M2 Sales Tax Revenues or Pro Forma Sales Tax Revenues (as such term is defined in the M2 Indenture), as the case may be, collected during twelve (12) consecutive months during the eighteen (18) months period preceding the date on which such additional series of M2 Sales Tax Revenue Bonds will become Outstanding shall have been at least equal to 1.3 times Maximum Annual Debt Service (as such term is defined in the M2 Indenture) on all series of M2 Sales Tax Revenue Bonds and Parity Obligations (as such term is defined in the M2 Indenture) then Outstanding and the additional series of M2 Sales Tax Revenue Bonds then proposed to be issued, which Certificate of the Local Transportation Authority shall also set forth the computations upon which such Certificate is based.

Nothing in the M2 Indenture contained shall prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional series of M2 Sales Tax Revenue Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the M2 Indenture, additional security for the benefit of such additional series of M2 Sales Tax Revenue Bonds or any portion thereof. In the event additional assets or revenues are included within the definition of "Revenues" (as such term is defined in the M2 Indenture) by a Supplemental Indenture, such additional assets or revenues shall be included in the calculations to be provided pursuant to the provisions of the M2 Indenture described in subparagraph (d) above as if such additional assets or revenues had always been included in Revenues.

Issuance of Refunding Bonds. Refunding Bonds (as such term is defined in the Measure M2 Indenture) may be authorized and issued by the Local Transportation Authority without compliance with the provisions of the M2 Indenture described above under subparagraph (d), provided that the M2 Trustee shall have been provided with a Certificate of the Local Transportation Authority to the effect that the Local Transportation Authority has determined: (i) that Maximum Annual Debt Service on all M2 Sales Tax Revenue Bonds Outstanding and all Parity Obligations outstanding following the issuance of such Refunding Bonds is less than or equal to Maximum Annual Debt Service on all M2 Sales Tax Revenue Bonds Outstanding and all Parity Obligations outstanding prior to the issuance of such Refunding Bonds, or (ii) that the Local Transportation Authority expects a reduction in debt service on all M2 Sales Tax Revenue Bonds Outstanding and all Parity Obligations outstanding to result from the refunding to be effected with the proceeds of such Refunding Bonds. Such Refunding Bonds may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all or a portion of the following: (i) the principal or Redemption Price (as such term is defined in the M2 Indenture) of the Outstanding M2 Sales Tax Revenue Bonds or outstanding Parity Obligations to be refunded; (ii) all expenses incident to the calling, retiring or paying of such Outstanding M2 Sales Tax Revenue Bonds or outstanding Parity Obligations and the Costs of Issuance (as such term is defined in the M2 Indenture) of such Refunding Bonds; (iii) interest on all Outstanding M2 Sales Tax Revenue Bonds or outstanding Parity Obligations to be refunded to the date such M2 Sales Tax Revenue Bonds or Parity Obligations will be called for redemption or paid at maturity; (iv) interest on the Refunding Bonds from the date thereof to the date of payment or redemption of the M2 Sales Tax Revenue Bonds or Parity Obligations to be refunded; and (v) funding a Reserve Fund for the Refunding Bonds, if required.

Parity Obligations. As defined in the M2 Indenture, Parity Obligations (hereinafter referred to as "M2 Parity Obligations") means any debt or other obligation of the Local Transportation Authority payable on a parity with the M2 Sales Tax Revenue Bonds. M2 Parity Obligations may be issued or incurred by the Local Transportation Authority, provided that the following conditions to the issuance or incurrence of such M2 Parity Obligations are satisfied: (i) such M2 Parity Obligations have been duly and legally authorized by the Local Transportation Authority for any lawful purpose; (ii) no Event of Default shall have occurred and then be continuing, as evidenced by the delivery of a Certificate of the

Local Transportation Authority to that effect, which Certificate of the Local Transportation Authority shall be filed with the M2 Trustee; and (iii) such Parity Obligations are being issued or incurred either (a) for purposes of refunding in compliance with the requirements for the issuance of Refunding Bonds described above under the caption "Issuance of Refunding Bonds;" or (b) the Local Transportation Authority shall have placed on file with the M2 Trustee a Certificate of the Local Transportation Authority, upon which the M2 Trustee may conclusively rely certifying (on the basis of calculations made no later than the date of sale or incurrence of such Parity Obligations, as applicable) that the requirements of the M2 Indenture described above under subparagraph (d) under the caption "Issuance of Additional M2 Sales Tax Revenue Bonds" relating to the issuance of an additional series of M2 Sales Tax Revenue Bonds have been satisfied with respect to such M2 Parity Obligations, which Certificate shall also set forth the computations upon which such Certificate is based. As of the date of this Official Statement no M2 Parity Obligations are Outstanding.

M2 Subordinate Obligations. As defined in the M2 Indenture, M2 Subordinate Obligations means any obligations of the Local Transportation Authority secured by and payable from the M2 Sales Tax Revenues on a basis which is subordinate to the M2 Sales Tax Revenue Bonds and M2 Parity Obligations. As of the date of this Official Statement, no M2 Subordinate Obligations are Outstanding. Pursuant to the Standby Bond Purchase Agreement, the Local Transportation Authority will agree not to issue M2 Subordinate Obligations other than M2 Subordinate Obligations, the proceeds of which will be applied to the purchase of Authority Refunding Bonds prior to the payment at maturity or defeasance of all Series 2021 Notes.

THE MEASURE M2 SALES TAX

Authorization, Collection and Application of the Measure M2 Sales Tax

The Local Transportation Authority Improvement Act, among other things, authorizes the Local Transportation Authority to establish a retail transactions and use tax applicable in the incorporated and unincorporated territory of Orange County in accordance with the California Transactions and Use Tax Law (Revenue and Taxation Code Sections 7251 et seq.). In accordance with the Local Transportation Authority Improvement Act, on November 7, 2006, the voters of the County approved Measure which enacted the Measure M2 Ordinance imposing the Measure M Sales Tax in the County for a period of thirty years, with collections commencing April 1, 2011 and scheduled to end March 31, 2041. The Measure M Sales Tax consists of a one-half of one percent (1/2%) sales tax on the gross receipts of retailers from the sale of tangible personal property sold in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions described below.

Collection of the M2 Sales Tax is currently administered by CDTFA, which assumed responsibility for collection of the M2 Sales Tax effective July 1, 2017 pursuant to The Taxpayer Transparency and Fairness Act of 2017. Prior to July 1, 2017, collection of the M2 Sales Tax was administered by the California State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017 restructured the California State Board of Equalization into three separate entities: (i) CDTFA; (ii) the California State Board of Equalization; and (iii) the Office of Tax Appeals.

CDTFA is authorized to charge a fee for collection of the Sales Tax (the "CDTFA Fee") based on the cost of administering the Sales Tax. The CDTFA Fee, the amount of which is agreed with the California Department of Finance, is calculated based on a legislatively-approved costing model and includes direct, indirect, and central agency charges. For Fiscal Year 2020-21, the CDTFA Fee was \$2,786,100 (approximately 0.81% of M2 Sales Tax receipts collected during the period).

Amounts are transmitted to the M2 Trustee on a monthly basis. The amount transmitted reflects the estimated amount for transactions that occurred approximately two months prior to the month of transmittal. Cleanup adjustments are made pursuant to a schedule developed by CDTFA. The current schedule provides that cleanup adjustments are made approximately two (2) months after the end of each calendar quarter, i.e. cleanup adjustments for the calendar quarter ended December 31 are made the following February, cleanup adjustments for the calendar quarter ended March 31 are made the following May, cleanup adjustments for the calendar quarter ended June 30 are made the following August, and cleanup adjustments for the calendar quarter ended September 30 are made the following November.

The M2 Sales Tax is in addition to a seven and one quarter percent (7.25%) sales and use tax currently levied statewide by the State of California (the "State"). In general, the statewide sales tax applies to the gross receipts of retailers from the sale of tangible personal property and the statewide use tax is imposed on the storage, use or other consumption in the State of property purchased from a retailer for such storage, use or other consumption. The statewide use tax does not apply to cases where the sale of the property is subject to the sales tax, therefore the application of the statewide use tax is generally applied to purchases made outside of the State for use within the State.

The M2 Sales Tax is generally imposed upon the same transactions and items subject to the statewide sales and use tax, with generally the same exceptions. Many categories of transactions are exempt from the statewide sales and use tax and from the Measure M2 Sales Tax. The most important of these exceptions are sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity and water when delivered to consumers through mains, lines, and pipes. In addition, "Occasional Sales" (i.e., sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller's permit) are generally exempt from the statewide sales and use tax and from the Sales Tax.

Historical M2 Sales Tax Revenues

Collection of the M2 Sales Tax authorized by the Measure M2 Ordinance commenced on April 1, 2011. Pursuant to the Measure M2 Ordinance, the M2 Sales Tax remains in effect through March 31, 2041.

The table set forth below presents information concerning historical M2 Sales Tax Revenues collected pursuant to the Measure M2 Ordinance for each of the fiscal years ending June 30, 2012 through June 30, 2021.

HISTORICAL M2 SALES TAX REVENUES

Historical Sales Tax Revenues	% Change From Prior Fiscal Year
\$197,590,755	
209,765,645	6.16%
219,882,862	4.82
229,254,511	4.26
236,527,241	3.17
242,736,325	2.63
253,056,907	4.25
261,536,244	3.35
250,297,253	(4.30)
272,471,493	8.86
	\$197,590,755 209,765,645 219,882,862 229,254,511 236,527,241 242,736,325 253,056,907 261,536,244 250,297,253

The M2 Sales Tax authorized by the Measure M2 Ordinance and Measure M2 extended a one-half of one percent (1/2%) retail transactions and use tax (hereinafter referred to as the "M1 Sales Tax")

imposed in the County pursuant to the Revised Orange County Traffic Improvement and Growth Maintenance Ordinance adopted by the Board of Directors on August 2, 1990 (the "Measure M1 Ordinance") and approved by a majority of the electors voting on the ballot measure set forth therein (such ballot measure being hereinafter referred to as "Measure M1") at the general election held in the County on November 6, 1990. Pursuant to its terms, the Measure M1 Ordinance became effective on November 6, 1990 and expired on March 31, 2011. Revenues received from the M1 Sales Tax (hereinafter referred to as the "M1 Sales Tax Revenues") were comprised of receipts of the M1 Sales Tax, less the sum of (i) the costs and expenses of collection of the M1 Sales Tax payable by the Local Transportation Authority to the State Board of Equalization, (ii) 1% of the M1 Sales Tax payable to the Local Transportation Authority for administration of the Measure M1 Ordinance, and (iii) 14.6% of the M1 Sales Tax Revenues remaining after deducting the amounts referred to in (i) and (ii) above, which amount, referred to in the Measure M1 Ordinance as the "Local Revenues," was applied to assist cities in the County and the County to provide funding for local streets and roads. For a more detailed discussion of the factors influencing Local Transportation Authority Sales Tax collections, see Appendix B - "Economic and Demographic Data Pertaining to the County of Orange."

Historical Taxable Sales

For information concerning historical taxable sales in the County, see Appendix B - "Economic and Demographic Data Pertaining to the County of Orange – Taxable Transactions."

Historical Debt Service Coverage

The table set forth below presents information concerning the Historical Debt Service Coverage Ratio for each of the fiscal years ending June 30, 2017 through June 30, 2021. Information provided in the table below regarding M2 Sales Tax Receipts for purposes of calculation of Historical Debt Service Coverage is based on M2 Sales Tax cash receipts which differs from certain information presented in the Local Transportation Authority Comprehensive Annual Financial Report concerning debt service coverage which is based on accrual in accordance with the requirements of the Governmental Accounting Standards Board.

Historical Debt Service Coverage Ratio

Fiscal Year Ended June 30,

	2018	2019	2020	2021
Measure M2 Sales Tax Receipts	\$321,480,529	\$332,358,188	\$317,963,821	\$345,345,181
Less CDTFA Fee ⁽¹⁾	\$3,330,030	3,547,220	3,282,840	2,786,100
Less OCTLA Administration Expenses ⁽¹⁾	3,181,505	3,288,110	3,146,810	3,425,591
Less Environmental Cleanup ⁽¹⁾	6.363,010	6,576,219	6,293,620	6,851,182
Less Local Funding Allocation ⁽¹⁾	55,549,077	57,410,395	54,943,299	59,810,815
Measure M2 Sales Tax Revenues ⁽¹⁾	\$253,056,907	\$261,536,244	\$250,297,253	\$272,471,493
Debt Service on Outstanding Measure M2 Sales Tax Revenue Bonds	\$28,793,588	\$28,794,838	\$44,123,080	\$43,839,650
Debt Service Coverage Ratio	8.79x	9.08x	5.67x	6.22x

⁽¹⁾ See Historical M2 Sales Tax Revenues for additional detail concerning collection of the M2 Sales Tax and M2 Sales Tax Revenues.

INVESTMENT CONSIDERATIONS

U.S. Economic Recession; Economy of the County and the State

In the event that the Local Transportation Authority issues M2 Subordinate Obligations to fund its commitment under the Standby Bond Purchase Agreement, such M2 Subordinate Obligations will be secured by a pledge of M2 Sales Tax Revenues. The level of M2Sales Tax Revenues collected at any time is dependent upon the level of retail sales within the County, which level of retail sales is, in turn, dependent upon the level of economic activity in the County and in the State generally.

On June 8, 2020, the National Bureau of Economic Research ("NBER") declared that a recession in the United States commenced in February 2020. Reportedly, this was the fastest that NBER has declared any recession since the group began formal announcements in 1979. In announcing the recession, NBER said "[t]he unprecedented magnitude of the decline in employment and production, and its broad reach across the entire economy, warrants the designation of this episode as a recession..."

The Local Transportation Authority is unable to predict the duration or severity of the current economic recession. Although the M2 Sales Tax Revenues collected by the Local Transportation Authority have rebounded from the decline experienced as a result of the Pandemic, the recession may have a material adverse effect on the collection of M2 Sales Tax Revenues, which may adversely affect the ability of the Local Transportation Authority to issue M2 Subordinate Obligations.

COVID-19 Pandemic

As indicated in the discussion of the Pandemic set forth under the caption "Investment Considerations" set forth in the front portion of this Official Statement, the Pandemic is currently affecting many parts of the world, including the United States and the State of California. The Pandemic has negatively affected travel, commerce, investment values, and financial markets globally, and is widely expected to continue to negatively affect economic output worldwide and within the County. While federal and state governments (including the State of California) have enacted legislation and taken executive actions seeking to mitigate the negative public health and economic impacts of the Pandemic, the Local Transportation Authority offers no assurances that these interventions will have the intended effects. The consequences of the Pandemic are expected to continue to reduce economic activity within the County, including activities that generate M2 Sales Tax Revenues. The Local Transportation Authority continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the Pandemic upon the Local Transportation Authority. While the overall potential impact of the Pandemic on the Local Transportation Authority and M2 Sales Tax Revenues cannot be quantified at this time, the adverse impact on M2Sales Tax Revenues could be material.

Legislative Changes

Action by the State legislature or by voter initiative could change the transactions and items upon which the M2 Sales Tax is imposed. Such changes or amendments could have either an adverse or beneficial impact on the M2 Sales Tax Revenues. The State Legislature from time to time may adopt legislation that impacts the collection or the distribution of M2 Sales Taxes or that otherwise may impact the operations or finances of the Local Transportation Authority. The Local Transportation Authority cannot predict whether any such legislation will negatively impact M2 Sales Tax Revenues. The Local Transportation Authority is not currently aware of any proposed legislative change, which would have a material adverse effect on M2 Sales Tax Revenues.

Other Sales Taxes

With limited exceptions, the M2 Sales Tax is imposed upon the same transactions and items subject to the 7.25% sales and use tax levied statewide by the State. The State Legislature or the voters of the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the M2 Sales Tax are imposed. Any such change or limitation could have an adverse impact on the M2 Sales Tax Revenues collected.

Proposition 218

On November 5, 1996, voters in the State approved an initiative known as the Right to Vote on Taxes Act ("Proposition 218"). Proposition 218 added Articles XIIIC and XIIID to the California Constitution. Article XIIIC requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government, which is defined to include local or regional governmental agencies such as the Local Transportation Authority. The Measure M2 Ordinance received the approval of more than 2/3 of the voters as required by Article XIIIC. However, Article XIIIC also removes limitations that may have applied to the voter initiative power with regard to reducing or repealing previously authorized taxes. In the opinion of the Local Transportation Authority, however, any attempt by the voters to use the initiative provisions under Proposition 218 to rescind or reduce the levy and collection of the M2 Sales Tax in a manner which would prevent the payment of debt service on M2 Obligations would violate the Impairment Clause of the United States Constitution and, accordingly, would be precluded. However, it is likely that the interpretation and application of Proposition 218 will ultimately be determined by the courts.

Further Initiatives

Proposition 218 was adopted as a measure that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, which may affect the Local Transportation Authority's ability to levy and collect the M2 Sales Tax.

Bankruptcy Risks

Limitations on Remedies in the Event of Bankruptcy of the Local Transportation Authority

The Local Transportation Authority is authorized to file a bankruptcy petition under Chapter 9 of the United States Bankruptcy Code ("Chapter 9") under certain circumstances. An involuntary bankruptcy petition cannot be filed against the Local Transportation Authority.

If the M2 Sales Tax Revenues are "special revenues" under Chapter 9, then M2 Sales Tax Revenues collected after the date of the bankruptcy filing should be subject to the lien of the M2 Indenture for the benefit of the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture. No assurance can be given, however, that a bankruptcy court will determine that M2 Sales Tax Revenues constitute "special revenues." If a bankruptcy court were to hold that M2 Sales Tax Revenues are not "special revenues," then M2 Sales Tax Revenues collected after the filing of the bankruptcy petition would likely not be subject to the lien of the M2 Indenture. Under such circumstances, it is not clear whether owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture would be treated as general unsecured creditors of the Local Transportation Authority or whether the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture would have no further claim against any assets of the Local Transportation Authority. In either case, the owners of bonds issued by the Local Transportation Authority pursuant to the M2

Indenture could suffer substantial losses. If a bankruptcy court were to hold that M2 Sales Tax Revenues are "special revenues," then the owners of the bonds issued by the Local Transportation Authority pursuant to the M2 Indenture will likely have no recourse to any assets or revenues of the Local Transportation Authority other than M2 Sales Tax Revenues.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the relevant project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. Thus, even if the M2 Sales Tax Revenues are held to constitute special revenues, the Local Transportation Authority may be able to use M2 Sales Tax Revenues to pay necessary operating expenses of the Local Transportation Authority before making payments on bonds issued by the Local Transportation Authority pursuant to the M2 Indenture, notwithstanding the provisions of the M2 Indenture. It is not clear precisely which expenses, if any, would constitute necessary operating expenses.

Notwithstanding the provisions of the transaction documents that require CDTFA to transfer all M2 Sales Tax Revenues directly to the M2 Trustee, the Local Transportation Authority may be able to require CDTFA to transfer M2 Sales Tax Revenues directly to the Local Transportation Authority.

Unless the permission of the bankruptcy court is obtained, the M2 Trustee and the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture may be prohibited from taking any action to collect any amount from the Local Transportation Authority or to enforce any obligation of the Local Transportation Authority. These restrictions may also prevent the M2 Trustee from making payments to the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture from funds in the M2 Trustee's possession during the pendency of the bankruptcy proceedings.

The Local Transportation Authority may be able to borrow additional money that is secured by a lien on any of its property (including the M2 Sales Tax Revenues), which lien could have priority over the lien of the M2 Indenture, as long as the bankruptcy court determines that the rights of the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture will be adequately protected. The Local Transportation Authority may be able to cause some of the M2 Sales Tax Revenues to be released to it, free and clear of the lien of the M2 Indenture, as long as the bankruptcy court determines that the rights of the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture will be adequately protected.

The Local Transportation Authority may be able, without the consent and over the objection of the M2Trustee or the owners the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture, to alter the priority, principal amount, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the M2 Indenture, the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture, or any other agreement relating to bonds issued by the Local Transportation Authority pursuant to the M2 Indenture to which the Local Transportation Authority is a party (including the provisions providing for the transfer of M2 Sales Tax Revenues from CDTFA to the M2 Trustee), as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on bonds issued by the Local Transportation Authority pursuant to the M2 Indenture while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Local Transportation Authority that could result in delays or reductions in payments on bonds issued by the Local Transportation Authority pursuant to the M2 Indenture or result in losses to the owners of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture. Regardless of any specific adverse determinations in a Local Transportation Authority bankruptcy

proceeding, the fact of a Local Transportation Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of bonds issued by the Local Transportation Authority pursuant to the M2 Indenture.

APPENDIX B

ECONOMIC AND DEMOGRAPHIC DATA PERTAINING TO THE COUNTY OF ORANGE

General

The boundaries of the jurisdiction of the Orange County Transportation Authority are the same as those of the County of Orange (the "County"), which was established by an act of the California State Legislature in 1889. The County encompasses an area within southern California of over 798 square miles.

The County is bordered on the north by Los Angeles and San Bernardino Counties, on the east by Riverside County, on the southeast by San Diego County and on the west and southwest by the Pacific Ocean. Approximately 42 miles of ocean shoreline provide beaches, marinas and other recreational areas for use by residents and visitors.

Population Estimates

The following table shows population estimates for the County and the State of California (the "State") for the ten (10) calendar years set forth below.

POPULATION ESTIMATES 2012 Through 2021 COUNTY OF ORANGE AND THE STATE OF CALIFORNIA

Year ⁽¹⁾	County	Annual Growth Rate	State	Annual Growth Rate
2012	3,072,381	N/A	37,924,661	N/A
2013	3,103,018	1.00%	38,269,864	0.91%
2014	3,122,962	0.64	38,556,731	0.75
2015	3,144,663	0.69	38,865,532	0.80
2016	3,160,401	0.50	39,103,587	0.61
2017	3,180,125	0.62	39,352,398	0.64
2018	3,186,254	0.19	39,519,535	0.42
2019	3,185,378	(0.03)	39,605,361	0.22
2020	3,180,491	(0.15)	39,648,938	0.11
2021	3,153,764	(0.84)	39,466,855	(0.46)

⁽¹⁾ As of January 1.

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2011-2021, with 2010 Census Benchmark. Sacramento, California, May 2021.

Projected Population Growth Through 2060

The following table shows population projections for the County and the State through 2060.

COUNTY OF ORANGE AND STATE OF CALIFORNIA POPULATION PROJECTIONS

Year	County	Projected Growth Rate	State	Projected Growth Rate
2030	3,291,863	N/A	41,860,549	N/A
2040	3,315,726	0.72%	43,353,414	3.57%
2050	3,268,048	(1.44)	44,049,015	1.60
2060	3,166,309	(3.11)	44,228,057	0.41

Source: California Department of Finance. Demographic Research Unit. Report P-2A: Total Population Projections, California Counties, 2010-2060 (Baseline 2019 Population Projections; Vintage 2020 Release). Sacramento: California. March 2021.

Per Capital Personal Income

The following table shows per capita personal income for the County, the State and the United States for the past ten (10) calendar years set forth below which is the most current data available.

PER CAPITA PERSONAL INCOME
2010 Through 2020
COUNTY OF ORANGE, STATE OF CALIFORNIA, AND UNITED STATES

Year	County	State of California	United States
2010	\$49,796	\$43,636	\$40,547
2011	51,522	46,177	42,735
2012	55,391	48,819	44,598
2013	54,765	49,312	44,851
2014	57,234	52,376	47,058
2015	61,322	55,853	49,003
2016	63,439	58,074	49,995
2017	66,044	60,581	52,096
2018	68,917	63,759	54,581
2019	71,711	66,745	56,474
2020	See Note Below	71,480	59,729

Note: Per capital personal income was computed using U.S. Bureau of the Census midyear population estimates. County estimates for 2010 through 2019 reflect county population estimates available as of March 2020, which were updated on November 17, 2020 with new statistics for 2019 and revised statistics for 2010-2018. Next update is scheduled for November 16, 2021.

State of California and U.S: personal income statistics are calculated using Census Bureau midyear population estimates. These annual midyear population estimates are based on the 2010 census. Last updated: March 24, 2021 with new statistics for 2020; revised statistics for 2010-2019.

All dollar estimates are in current dollars (not adjusted for inflation). Calculations are performed on unrounded data.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Principal Employers

The following table shows the principal employers in the County by number of employees.

COUNTY OF ORANGE PRINCIPAL EMPLOYERS 2020

Employer Name	Industry	Number of Employees
Walt Disney Co.	Amusement and Recreation Services	28,000
University of California, Irvine	Educational Services	25,512
County of Orange	Public Administration	18,543
St. Joseph Health System	Health Services	12,866
Albertsons	Retail Trade: Food Stores	8,159
Kaiser Permanente	Health Services	8,050
Hoag Memorial Hospital	Health Services	6,710
Walmart Inc.	Retail Trade: General Merchandise	6,400
Target Corporation	Retail Trade: General Merchandise	6,000
Yum Brands Inc.	Restaurants	5,600

Source: Orange County Business Journal Book of Lists (November 30, 2020).

Employment

The following table summarizes the labor force, employment and unemployment figures for the County, the State, and the United States for the years 2016 through 2020.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT 2016 Through 2020⁽¹⁾ COUNTY OF ORANGE, STATE OF CALIFORNIA, UNITED STATES

Year and Area	Labor Force	Employment ⁽²⁾	Unemployment(3)	Unemployment Rate
2016				
Orange County	1,597,400	1,532,700	64,700	4.1%
State of California	19,012,5000	17,965,400	1,046,600	5.5
United States	159,187,000	151,436,000	7,751,000	4.9
2017				
Orange County	1,606,800	1,551,500	56,700	3.5
State of California	19,173,800	18,246,80	927,000	4.8
United States	160,320,000	153,337,000	6,982,000	4.4
2018				
Orange County	1,616,000	1,568,000	48,100	3.0
State of California	19,263,900	18,442,400	821,500	4.3
United States	162,075,000	155,761,000	6,314,000	3.9
2019				
Orange County	1,613,100	1,567,200	45,900	2.8
State of California	19,353,700	18,550,500	803,200	4.2
United States	163,539,000	157,538,000	6,001,000	3.7
2020				
Orange County	1,553,300	1,416,700	136,600	8.8
State of California ⁽⁴⁾	18,821,200	16,913,100	1,908,100	10.1
United States	160,742,000	147,795,000	12,947,000	8.1

Note: Data is not seasonally adjusted.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. March 2020 Benchmark.

⁽¹⁾ Annual averages, unless otherwise specified.

⁽²⁾ Includes persons involved in labor-management trade disputes.

⁽³⁾ The unemployment rate is computed from unrounded data and, therefore, the unemployment rate may differ from rates computed from the rounded data included in the table.

Industry Employment and Labor Force Annual Averages

Industry employment and labor force annual averages for the past five (5) years for the Anaheim-Santa Ana-Irvine Metropolitan Division, which includes the County, are set forth in the table below. The table provides multi county-wide statistics and may not necessarily accurately reflect employment trends in the County.

INDUSTRY EMPLOYMENT AND LABOR FORCE ANNUAL AVERAGES 2016 Through 2020 COUNTY OF ORANGE (ANAHEIM-SANTA ANA-IRVINE METROPOLITAN DIVISION)

Category	2016	2017	2018	2019	2020
Total Farm	2,400	2,100	2,000	1,900	1,800
Total Nonfarm	1,586,300	1,619,200	1,651,800	1,673,500	1,524,700
Total Private	1,426,700	1,459,000	1,490,600	1,510,900	1,369,000
Goods Producing	255,600	262,600	267,000	266,400	251,300
Mining and Logging	300	500	500	500	300
Construction	97,000	101,400	105,900	106,200	101,900
Manufacturing	158,200	160,700	160,700	159,800	149,000
Durable Goods	116,200	117,500	118,500	118,500	111,200
Nondurable Goods	42,000	43,200	42,200	41,300	37,800
Service Providing	1,330,700	1,356,600	1,384,800	1,407,100	1,273,400
Private Service Producing	1,171,100	1,196,500	1,223,600	1,244,500	1,117,700
Trade, Transportation and Utilities	258,500	260,500	261,600	259,500	241,600
Retail Trade	152,600	153,500	152,600	150,600	137,500
Transportation, Warehousing and	27,200	28,000	29,200	29,500	29,400
Utilities	,	,	,	,	,
Information	26,000	26,800	26,700	26,000	24,200
Financial Activities	118,000	119,600	118,700	117,600	115,300
Professional and Business Services	299,600	304,800	317,400	328,700	307,100
Educational and Health Services	206,600	216,400	225,200	233,100	224,000
Educational Services	26,600	28,000	29,300	31,500	27,900
Leisure and Hospitality	212,000	218,100	222,600	227,700	161,500
Other Services	50,500	50,300	51,400	52,000	44,000
Government	159,600	160,200	161,200	162,500	155,700
Total, All Industries	1,588,700	1,621,300	1,653,800	1,675,300	1,526,600

Note: The "Total, All Industries" data is not directly comparable to the employment data found herein.

Source: State of California, Employment Development Department, Labor Market Information Division, Average Labor Force and Industry Employment. March 2020 Benchmark.

Taxable Transactions

The following table summarizes annual taxable sales for the County from 2016 through 2021. Data provided for 2021 reflects the year end forecast.

ANNUAL TAXABLE SALES 2016 Through 2021 COUNTY OF ORANGE (Dollars in Millions)

Type of Business	2016	2017	2018	2019	2020	2021(2)
General Merchandising and Clothing	\$ 9,440	\$ 9,494	\$ 9,845	\$10,063	\$ 8,627	\$12,139
All Food and Drink	10,020	10,353	10,656	11,042	8,671	9,444
Motor Vehicles and Parts	8,649	8,928	9,408	9,647	9,357	10,916
Service Stations	3,347	3,746	4,204	4,142	2,631	2,956
All Other	31,604	32,627	33,356	34,795	33,812	35,240
Total Taxable Sales ⁽¹⁾	\$63,059	\$65,148	\$67,469	\$69,689	\$63,097	\$70,696

⁽¹⁾ Totals may not add due to rounding.

Source: Chapman University Economic & Business Review, June 2021.

Construction Activity

The following table shows the annual building permit valuations and number of permits for new dwelling units issued for the County from 2015 through 2019, which is the most current data available.

BUILDING PERMITS AND VALUATIONS 2015 Through 2019 COUNTY OF ORANGE (Dollars in Thousands)

	2015	2016	2017	2018	2019
Valuation					
Residential	\$2,826,883	\$3,151,640	\$3,188,601	\$2,750,619	\$2,642,314
Non-Residential	2,203,105	2,495,687	2,090,029	3,532,285	3,152,501
Total	\$5,029,988	\$5,647,327	\$5,278,630	\$6,282,904	\$5,794,815
Units					
Single Family	3,667	4,226	5,097	3,975	3,125
Multi Family	<u>7,230</u>	<u>7,908</u>	<u>5,197</u>	<u>4,130</u>	<u>7,169</u>
Total	10,897	12,134	10,294	8,105	10,294

Note: Totals may not add due to rounding.

Source: Construction Industry Research Board.

^{(2) 2021} reflects year-end forecast.

APPENDIX C-1

AUDITED FINANCIAL STATEMENTS OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2020

AND

APPENDIX C-2

AUDITED FINANCIAL STATEMENTS
OF THE
ORANGE COUNTY TRANSPORTATION AUTHORITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

APPENDIX D SUMMARY OF PRINCIPAL DOCUMENTS

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX G

ORANGE COUNTY TRANSPORTATION AUTHORITY 2021 INVESTMENT POLICY

APPENDIX H

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (the "Series 2021 Notes"). The Series 2021 Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered note certificate will be issued for each maturity of Series 2021 Notes, each in the aggregate principal amount of such maturity, and will be deposited with DTC. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the front portion of this Official Statement or in Appendix D - "Summary of Principal Documents."

The following information has been obtained from DTC, and neither the Orange County Transportation Authority (the "Authority") nor any underwriter identified on the cover page of this Official Statement makes any representation as to its accuracy or completeness. For further information, beneficial owners should contact DTC in New York, New York.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S & P Global Ratings of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2021 Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Notes on DTC's records. The ownership interest of each actual purchaser of each Series 2021 Note (each a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners, are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2021 Notes, except in the event that use of the book-entry system for the Series 2021 Notes is discontinued.

To facilitate subsequent transfers, all Series 2021 Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2021 Notes with DTC and their registration in the name of Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 Notes, such as redemptions, defaults and proposed amendments to the note documents. For example, Beneficial Owners of Series 2021 Notes may wish to ascertain that the nominee holding Series 2021 Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2021 Notes are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2021 Notes to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021 Notes unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy (the "Omnibus Proxy") to the Authority and the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2021 Notes and redemption proceeds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Notes at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances in the event that a successor securities depository is not obtained, note certificates are required to be printed and delivered in accordance with the provisions set forth in the Indenture.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, note certificates will be printed and delivered in accordance with the provisions of the Indenture.

OH&S Draft Dated: 08/30/21

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Orange County Transportation Authority (the "Authority") on [Closing Date] in connection with the issuance of \$_____ aggregate principal amount of Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (the "Notes"). The Notes are being issued pursuant to a Master Indenture, dated as of September 1, 2021, as supplemented by a First Supplemental Indenture, dated as of September 1, 2021 (herein referred to as the "Indenture"), between the Authority and U.S. Bank National Association, as trustee. The Authority covenants and agrees as follows:

SECTION 1. **Purpose of this Disclosure Certificate**. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners (as such terms are defined herein) of the Notes and in order to assist the Participating Underwriters (as such term is defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. **Definitions**. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report shall mean any Annual Report provided by the Authority pursuant to, and as described in, Section 3 and Section 4 of this Disclosure Certificate.

Beneficial Owner shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Notes (including persons holding Notes through nominees, depositories or other intermediaries).

Financial Obligation shall mean, for purposes of the Listed Events set out in Section 5(a)(15) and Section (16), a: (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Holder shall mean the person in whose name any Note shall be registered.

Listed Events shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

MSRB shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

Official Statement shall mean the final official statement dated [Date of OS] relating to the Notes.

Participating Underwriter shall mean the original underwriters of the Notes required to comply with the Rule in connection with the offering of the Notes.

Rule shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC shall mean the Securities and Exchange Commission or any successor agency thereto.

TIFIA Loan Agreement shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Reports.

- (a) The Authority shall not later than six (6) months after the end of the Authority's fiscal year (presently June 30), commencing with the Annual Report for the fiscal year ending June 30, 2021, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Each Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Authority may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Authority's fiscal year changes, the Authority shall give notice of such change in the same manner as for a Listed Event under Section 5, such notice to be provided in accordance with the provisions set forth in Section 6.
- (b) In the event that an Annual Report for any fiscal year has not been provided to the MSRB by the date required in Section 3(a) above, the Authority shall send a notice, in electronic format, to the MSRB; such notice to be in substantially the form attached as Exhibit A to this Disclosure Certificate and to be provided in accordance with the provisions set forth in Section 6.

SECTION 4. **Content of Annual Reports**. The Authority's Annual Report shall contain or include by reference the following:

- (a) The audited financial statements of the Authority for the preceding fiscal year, prepared in accordance with generally accepted accounting principles as promulgated from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.
- (b) To the extent not included in the audited financial statements of the Authority (including the notes thereto), the Annual Report shall include a description of any failure of the Authority to receive the proceeds from a draw under the TIFIA Loan Agreement.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been made available to the public on the MSRB's website. The Authority shall clearly identify each such other document so included by reference. Updates to information referenced in Section 4(b) may involve adding additional financial and operating data, displaying data in a different format or table, or eliminating data this is no longer material.

SECTION 5. Reporting of Significant Events.

- (a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than ten (10) business days after the occurrence of the event, such notice to be provided in accordance with the provisions set forth in Section 6:
 - 1. Principal and interest payment delinquencies;

- 2. Non-payment related defaults, if material;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5. Substitution of credit or liquidity providers, or their failure to perform;
- 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), other material notices or determinations with respect to the tax status of the Notes or other material events affecting the tax status of the Notes;
- 7. Modifications to rights of Note holders, if material;
- 8. Optional, unscheduled or contingent Note calls, if material and tender offers;
- 9. Defeasances;
- 10. Release, substitution, or sale of property securing repayment of the Notes, if material;
- 11. Rating changes;
- 12. Bankruptcy, insolvency, receivership or similar event of the Authority;

Note: for the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- 13. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- 14. Appointment of a successor or additional trustee or the change of name of a trustee if material:
- 15. Incurrence of a Financial Obligation of the Authority if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

- Financial Obligation of the Authority, any of which affect Noteholders, if material; and
- 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.
- (b) Upon the occurrence of a Listed Event described in Section 5(a), the Authority shall within ten (10) business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in Section 5(a)(8) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Notes pursuant to the Indenture.
- (c) The Authority intends to comply with the Listed Events described in Section 5(a)(15) and (16), and the definition of "Financial Obligation" in Section 1, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the SEC in Release No. 34-83885 dated August 20, 2018 (the "2018 Release"), and any further amendments or written guidance provided by the SEC or its staff with respect the amendments to the Rule effected by the 2018 Release.
- SECTION 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.
- SECTION 7. **Termination of Reporting Obligation.** The Authority's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If the obligations of the Authority under the Indenture are assumed in full by some other entity, such person shall become responsible for compliance with this Disclosure Certificate as if it were the original Authority, and the Authority shall have no further responsibility hereunder. If such termination or assumption occurs prior to the final maturity of the Notes, the Authority shall give notice of such termination or assumption in a filing with the MSRB.
- SECTION 8. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:
- (a) If the amendment or waiver relates to the provisions of Section 3(a), Section 4, Section 5(a) or Section 8, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority with respect to the Notes, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by Holders of the Notes in the same manner as provided in the Indenture for amendments of the Indenture with consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel or another independent third party, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Authority shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. **Additional Information**. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

SECTION 10. **Remedies in Event of Default**. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, the sole remedy for any Holder or Beneficial Owner of the Notes shall be to take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause or compel the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate is not a default under the Indenture.

SECTION 11. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Dated the Date Set Forth Above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

	By		
Approved as to form:	·	Chief Executive Officer	
WOODRUFF, SPRADLIN & SMART,			
General Counsel to the Orange County Transportation Authority			
. ,			
By			

Exhibit A

FORM OF NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD OF ${\rm FAILURE\ TO\ FILE\ ANNUAL\ REPORT}$

Name of Authority:	Orange County Transportation Authority (the "Authority")
Name of Issue:	Orange County Transportation Authority Bond Anticipation Notes (I-405 Improvement Project), Series 2021
Date of Issuance:	
above-named Notes as required b	t the Authority has not provided an Annual Report with respect to the y Section 3 of the Continuing Disclosure Certificate executed and e of Issuance]. [The Authority anticipates that the Annual Report will
Dated:	

Orange County Transportation Authority





September 13, 2021

To: Members of the Board of Directors

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

Subject: Excess Workers' Compensation Insurance Policy

Finance and Administration Committee Meeting of September 8, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, Jones, and

Muller

Absent: Director Harper

Committee Vote

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

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Purchase Order No. A48430, in the amount of \$500,000, to Marsh Risk and Insurance Services, Inc., to purchase excess workers' compensation insurance on behalf of the Orange County Transportation Authority for the policy period of October 1, 2021 to October 1, 2022.



September 8, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Excess Workers' Compensation Insurance Policy

Overview

The Orange County Transportation Authority currently has an excess workers' compensation insurance policy with Arch Insurance Company. This policy will expire on October 1, 2021, and a renewal is necessary to maintain coverage.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Purchase Order No. A48430, in the amount of \$500,000, to Marsh Risk and Insurance Services, Inc., to purchase excess workers' compensation insurance on behalf of the Orange County Transportation Authority for the policy period of October 1, 2021 to October 1, 2022.

Discussion

Workers' compensation coverage is designed to provide medical, temporary disability, and permanent disability benefits to injured workers. Employer's liability is an additional coverage provided as part of the excess workers' compensation insurance policy. Employer's liability insurance covers claims presented to an employer on behalf of employees seeking damages caused by job-related activities that result in bodily injury or disease. For example, if a claim was filed against the Orange County Transportation Authority (OCTA) due to a serious and willful action resulting from an uncorrected yet known safety hazard that caused injury to an employee, OCTA may be liable for the costs of the claim as it would fall outside of the normal workers' compensation coverage. The employer's liability coverage would pay for the cost of legal defense for these types of claims. Fortunately, OCTA has not had any claims that would trigger the employer's liability coverage. However, retention of employer's liability insurance remains a prudent risk mitigation action.

OCTA's current excess workers' compensation insurance policy with Arch Insurance Company (Arch) has a self-insured retention of \$750,000 each accident, as well as coverage to statutory limits, with a rate of \$0.3933 per \$100 of payroll, for a premium of \$445,589.

OCTA's Broker of Record is Marsh Risk and Insurance Services, Inc. (Marsh). Marsh is paid a flat fee of \$110,000 for marketing and placing all property and casualty insurance per Agreement No. C-7-1585 approved by the Board of Directors (Board) on May 22, 2017. This flat fee paid to Marsh is not part of the premium OCTA anticipates paying to the selected insurers for the renewal of this policy. By agreement, Marsh does not earn any additional compensation or commission for its services. The contract further requires that any commissions offered by insurers will offset OCTA's premiums.

Although OCTA has incurred few claims due to the coronavirus (COVID-19) pandemic to date, workers' compensation insurers are experiencing higher incurred losses generally and higher exposure to loss since the State of California adopted SB 1159 (Chapter 85, Statutes of 2020), which created a disputable presumption that illness or death related to COVID-19 is an occupational injury. Marsh has informed OCTA that California workers' compensation premium rates have generally increased between five and 10 percent this year due to higher medical costs, increased claims activity, and ongoing COVID-19 claim payouts. Due to OCTA's favorable overall loss experience, Marsh has been instructed to seek competitive quotes from insurers offering workers' compensation insurance in California to renew this coverage. Therefore, staff is requesting Board approval to renew this policy for a negotiated amount, not to exceed \$500,000 annual premium.

Fiscal Impact

This project was approved in OCTA's Fiscal Year 2021-22 Budget, Human Resources and Organizational Development Division, Risk Management Department, Account No. 0041-7552-A2311-DSG, and is funded through the Workers' Compensation Internal Service Fund.

Summary

Based on the information provided, staff recommends authorizing the Chief Executive Officer to negotiate and execute Purchase Order No. A48430, in the amount of \$500,000, to Marsh Risk and Insurance Services, Inc., to purchase excess workers' compensation insurance on behalf of the Orange County Transportation Authority for the policy period of October 1, 2021 to October 1, 2022.

Attachment

None.

Prepared by:

Al Gorski

Department Manager, Risk Management

714-560-5817

Approved by:

Maggie McJilton

Executive Director, Human Resources and Organizational Development

714-560-5824

Pia Veesapen

Director, Contracts Administration and

Materials Management

714-560-5619





September 13, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Subject: Metrolink Fiscal Year 2020-21 Performance Report

Transit Committee Meeting of September 9, 2021

Present: Directors Chaffee, Do, Jones, Nguyen, Sarmiento, Shaw, and

Sidhu

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



September 9, 2021

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Metrolink Fiscal Year 2020-21 Performance Report

Overview

The Southern California Regional Rail Authority is a five-member joint powers authority that operates the 400-mile commuter rail service known as Metrolink. A report on Metrolink ridership, revenue, and on-time performance for service in Orange County covering fiscal year 2020-21 is provided for consideration by the Board of Directors.

Recommendation

Receive and file as an information item.

Background

The Southern California Regional Rail Authority's (Metrolink) member agencies include the Los Angeles County Metropolitan Transportation Authority (LA Metro), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission, the San Bernardino County Transportation Authority, and the Ventura County Transportation Commission (VCTC). Metrolink serves 62 stations in six Southern California counties, offering trips on seven lines.

Service and ridership were severely impacted by the coronavirus (COVID-19) pandemic and, as a result, a temporary service reduction of 30 percent was implemented systemwide by Metrolink in March 2020. Service was further reduced in November 2020. Following both temporary service reductions, weekday trains were reduced by 36.1 percent, from 169 to 108 weekday trains systemwide. These changes resulted in a 23.2 percent reduction of service on the three lines that serve Orange County (OC Metrolink). Metrolink is working with member agencies to assess future demand and determine when and how service will be reinstated.

In addition to fare revenue, Metrolink is funded by its member agencies. Each agency's contribution is derived through formula which is based upon several factors covering each aspect of capital, maintenance, operations, rehabilitation. However, Coronavirus Aid, Relief, and Economic Security Act funds were utilized for Metrolink operations to supplement the loss of fare revenue during fiscal year (FY) 2020-21.

OC Metrolink is outlined as follows, with pre-COVID-19 pandemic and current service levels following the temporary service reductions:

- Orange County (OC) Line:
 - Oceanside to Los Angeles via Anaheim
 - o Established in 1994
 - o 27 daily trains (17 trains post service reduction)
- Inland Empire Orange County (IEOC) Line:
 - San Bernardino to Oceanside via Orange
 - Established in 1995
 - 16 daily trains (14 trains post service reduction)
- 91/Perris Valley (91/PV) Line:
 - Perris to Los Angeles via Fullerton
 - Established in 2002
 - 11 daily trains (ten trains post service reduction)

Metrolink trains serve 11 OC stations daily and carry an average of 2,882 daily passengers on OC Metrolink. Weekend service is offered on all three lines, with 16 trips on Saturday and Sunday; these trips were not included as part of the service reductions.

Metrolink service along portions of each line in OC shares a corridor with the state-supported intercity passenger rail service known as the Amtrak Pacific Surfliner, managed by the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.

The Rail 2 Rail (R2R) Program, which began in 2003, allows Metrolink monthly passholders the option of riding Amtrak Pacific Surfliner trains at no additional charge to the rider, if they travel within the stations identified on their monthly pass. Amtrak Pacific Surfliner monthly pass holders may also ride any Metrolink train within the station pairs of their monthly pass. The R2R Program is fully funded by the three member agencies that benefit from the program: LA Metro, VCTC, and OCTA, with OCTA contributing 66 percent.

Discussion

This report provides an update on Metrolink weekday and weekend ridership, revenue, and on-time performance (OTP) for FY 2020-21 by line. Performance data is further detailed in Attachment A and is obtained directly from Metrolink, unless otherwise noted.

Ridership

Total Ridership

Weekday and weekend ridership combined for FY 2020-21 for OC Metrolink was 797,722, which represents a 79.4 percent decrease compared to the previous FY, as shown in the following table.

Total Boardings			
Line	FY 2019-20	FY 2020-21	Percent Change
OC Line	2,158,259	352,757	-83.7%
IEOC Line	1,015,806	273,710	-73.1%
91/PV Line	700,553	171,255	-75.6%
OC Metrolink	3,874,618	797,722	-79.4%
Systemwide	9,357,013	2,102,141	-77.5%

A quarterly ridership breakdown for OC Metrolink is provided below to reflect the impact of the COVID-19 pandemic on ridership, which shows ridership has been incrementally recovering since the onset of the COVID-19 pandemic the prior FY, which occurred during the fourth quarter. Ridership increased by 142 percent in the fourth quarter of FY 2020-21, more than doubling when compared to the prior year, indicative of ridership recovery.

Line	Quarter	FY 2019-20	FY 2020-21	Percent Change
	Q1	1,329,985	163,761	-87.7%
i	Q2	1,277,507	179,733	-85.9%
Metrolink	Q3	1,153,217	178,571	-84.5%
)C	Q4	113,909	275,650	142.0%
Ō	Total	3,874,618	797,722	-79.4%

Average Weekday Ridership

As Southern California's commuter rail system, weekday commuters are Metrolink's key market, and schedules are optimized to serve that market. In FY 2020-21, there were 2,882 combined average weekday boardings on

OC Metrolink, representing a decline of 80.4 percent compared to the prior FY. The following table shows the change in average weekday station boardings in FY 2019-20 compared to FY 2020-21. The OC Metrolink lines, stations, and boardings changes are geographically portrayed in Attachment B

Average Weekday Station Boardings				
Orange County Station	FY 2019-20	FY 2020-21	Percent Change	
Anaheim	423	70	-83.4%	
Anaheim Canyon	240	71	-70.4%	
Buena Park	462	76	-83.6%	
Fullerton	1,269	178	-86.0%	
Irvine	1,074	153	-85.7%	
Laguna Niguel/Mission Viejo	263	48	-81.7%	
Orange	504	127	-74.8%	
San Clemente (North Beach)	74	23	-68.8%	
San Juan Capistrano	111	34	-69.4%	
Santa Ana	629	125	-80.1%	
Tustin	922	140	-84.8%	

In addition to local OC Bus routes that connect to rail stations, OCTA operates StationLink and iShuttle routes that are designed to meet certain trains. These rail feeder buses provide a commuter link to major employment centers at no additional cost with valid Metrolink fare. The StationLink service averaged 206 weekday boardings this FY, the previous FY there was an average of 459 weekday boardings, which represents a decline of 55.1 percent. The City of Irvine suspended iShuttle service when Metrolink implemented the COVID-19 pandemic-related service reductions. The iShuttle suspension was in effect from March 2020 to June 2021, and service was restored in July 2021. The iShuttle service averaged 27 weekday boardings for the month of July 2021.

OCTA also provides the OC Flex microtransit service that serves the Laguna Niguel/Mission Viejo Station. Connections to OC Flex service are free with valid Metrolink fare. A total of 360 riders transferred from Metrolink to OC Flex this FY, and the previous FY there were a total of 869 riders that transferred, a decline of 59 percent.

Weekend Ridership

Metrolink weekend service began in 2006 with two roundtrips on the OC Line. There are currently four weekend roundtrips on the OC Line, two on the IEOC Line, and two on the 91/PV Line. Weekend service on the 91/PV Line extension began in October 2019.

Combined weekend ridership on OC Metrolink lines in FY 2020-21 reached approximately 86,497 boardings. This represents a decrease of 74.3 percent compared to FY 2019-20. Currently, weekend ridership is recovering at a faster rate than weekday ridership through the COVID-19 pandemic. To encourage weekend ridership recovery, OCTA continues to promote Metrolink weekend service through Metrolink weekend campaigns, which feature exclusive deals and travel itineraries. The following table details weekend ridership by line.

Total Weekend Ridership			
Line	FY 2019-20	FY 2020-21	Percent Change
OC Line	166,930	39,914	-76.1%
IEOC Line	112,005	33,222	-70.3%
91/PV Line	56,986	13,361	-76.6%
OC Metrolink	335,921	86,497	-74.3%
Systemwide	770,579	141,395	-81.7%

Revenue

Systemwide fare revenue for FY 2020-21 was \$16.1 million, a 74.1 percent decrease from FY 2019-20. Annual revenue for OC Metrolink totaled \$5.8 million, which represents a 78.6 percent decrease from the previous FY, due to the COVID-19 pandemic. Revenue for OC Metrolink is 36.3 percent of the systemwide total of \$16.1 million.

Passenger fare revenue covers roughly half of Metrolink operating expenses, with the remainder covered by other revenues and member agency subsidies. The OC Line consistently has the highest farebox recovery rate, for FY 2020-21 projected farebox recovery was 17.1 percent as noted in Metrolink's FY 2020-21 Adopted Budget, exceeding the systemwide projection of 10.4 percent. Given the demographics of the OC Line, a slower progression of ridership and revenue recovery has been observed when compared to other Metrolink lines. A summary of Metrolink revenue is depicted in the following table.

Metrolink Total Revenue			
Line	FY 2019-20	FY 2020-21	Percent Change
OC Line	\$ 16,901,989	\$ 2,994,578	-82.3%
IEOC Line	\$ 5,839,660	\$ 1,534,393	-73.7%
91/PV Line	\$ 4,548,926	\$ 1,320,017	-71.0%
OC Metrolink	\$ 27,290,575	\$ 5,848,988	-78.6%
Systemwide	\$ 62,018,826	\$ 16,092,578	-74.1%

<u>OTP</u>

Trains can be delayed for a variety of reasons, including equipment issues,

unscheduled delays (or meets) with other trains, delays from other operators utilizing the same tracks, construction or track maintenance, and incidents. Metrolink's OTP goal is 95 percent. A train is defined as on-time if it arrives at its destination within five minutes of its scheduled arrival time. In FY 2020-21, Metrolink operated at a 94.4 percent systemwide on-time performance, a 0.7 percentage point decrease from the prior year. The OC, IEOC, and 91/PV lines averaged 95.6, 93.4, and 95.3 percent OTP, respectively, for FY 2020-21. OTP improved significantly at the onset of the FY and held steady through the remainder of the year.

Key Initiatives FY 2020-21

Metrolink undertook several efforts to enhance service during the year. The following list highlights some of these efforts:

- Smarter. Better. Essential. Campaign: Metrolink launched a clean commute campaign in response to the COVID-19 pandemic, by increasing the cleaning and safety procedures on board and at stations.
- The Metrolink Recovery Plan Framework was designed to protect employees and customers against the spread of COVID-19, while taking a phased approach to emerging from the pandemic as a smarter and better passenger train service. This plan encompasses several campaigns and efforts, notably:
 - Metrolink conducted a survey that revealed that 85 percent of riders working from home will return to riding Metrolink trains post-COVID-19 pandemic.
 - O The plan set a roadmap for various campaigns that showcased Metrolink's enhanced cleaning protocols and commitment to keep transit safe and slow the spread of the COVID-19 pandemic. Metrolink also took the American Public Transportation Association Health and Safety Commitments Program pledge to increase riders' confidence and ensure they feel safe while riding.
 - In August 2020, the Metrolink Board of Directors approved two new fare products (5-Day Flex Pass & Kids Ride Free on Weekends) to encourage riders to return to taking the train. Since the 5-Day Flex Pass went on sale on August 24, 2020, a total of 7,940 passes were sold this FY. Following the launch of the Kids Ride Free weekend promotion, kids ridership more than tripled, from 157 average weekend rides in August 2020 to 546 in July 2021.
 - Metrolink created the SoCal Explorer loyalty program in October 2020. The program rewards riders with points for traveling on Metrolink. As of August 2021, the program has over 16,000 members.

 Climate Action Plan: Metrolink adopted a Climate Action Plan in March 2021 that charts a course toward a greener future for the agency. The plan addresses climate change, air quality, and other pressing sustainability issues.

Summary

This report provides an update on OC Metrolink commuter rail ridership, revenue, and OTP for FY 2020-21. Total ridership was 767,722 boardings, a 79.4 percent decrease over the prior year, with the COVID-19 pandemic impacting both weekday and weekend ridership. Annual revenue for OC Metrolink totaled \$5.8 million, which represents a 78.6 percent decrease from the previous FY. The OC, IEOC, and 91/PV lines averaged 95.6, 93.4, and 95.3 percent OTP, respectively, for the period covered in this report.

Attachments

- A. Metrolink Fiscal Year 2020-21 Performance Report
- B. Percentage Change in Average Metrolink Boardings, FY 2019-20 v. FY 2020-21

Prepared by:

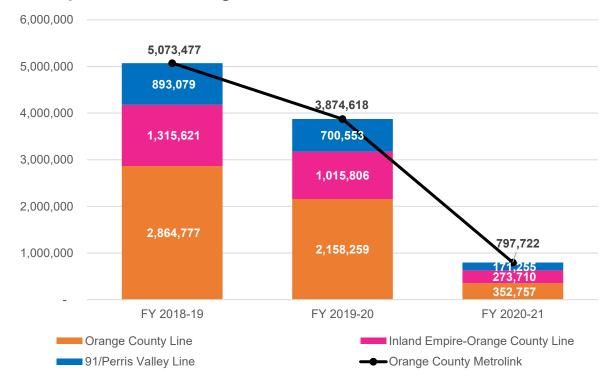
Alexis Murillo Felix Transportation Analyst (714) 560-5958 Approved by:

Jennifer L. Bergener

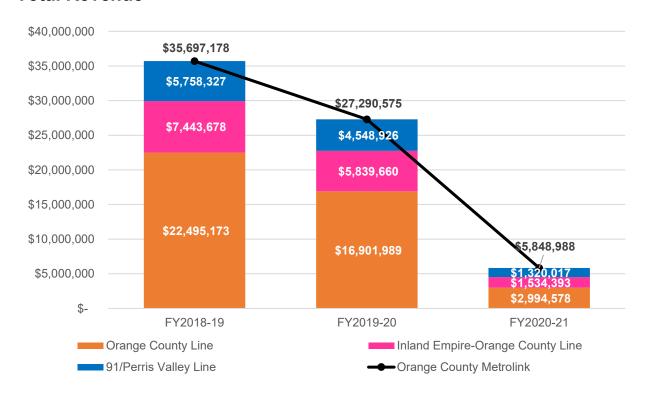
Chief Operating Officer, Operations/
Deputy Chief Executive Officer

(714) 560-5462

Ridership - Total Boardings

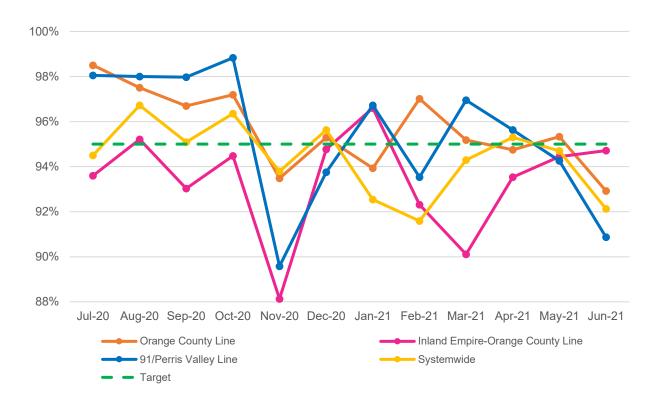


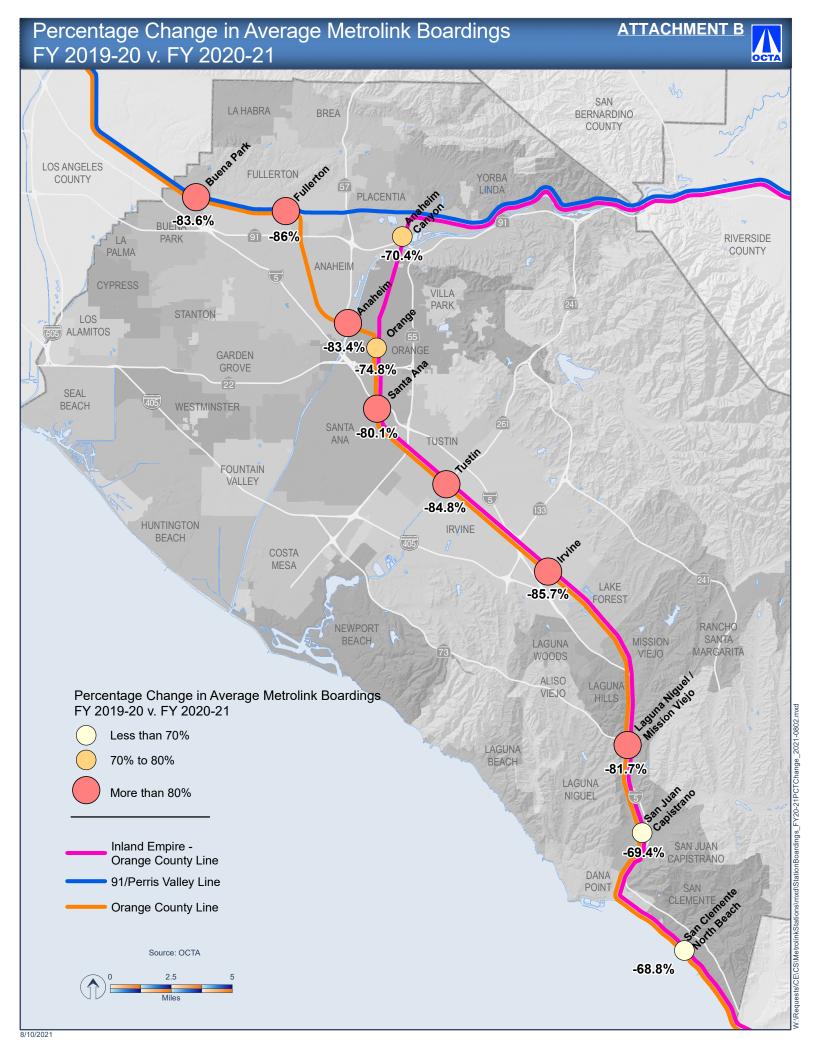
Total Revenue



Metrolink Fiscal Year 2020-21 Performance Report

On-Time Performance







September 13, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Maintenance

Services for Operating Railroad Right-of-Way

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain contractor services to provide preventative and corrective maintenance for the Orange County Transportation Authority's operating railroad right-of-way.

Recommendations

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3684 for selection of a contractor to provide maintenance services for the operating railroad right-of-way.

B. Approve the release of Request for Proposals 1-3684 for maintenance services for the operating railroad right-of-way.

Discussion

The Orange County Transportation Authority (OCTA) owns and maintains approximately 47 miles of the operating railroad right-of-way (ROW) corridor known as the Orange and Olive subdivisions within the County of Orange. The Orange Subdivision begins in the City of Fullerton at Fullerton Junction and extends 42 miles south to the San Diego County Line. The Olive Subdivision begins at in the City of Placentia at the Atwood Junction, extends south 5.5 miles, and connects with the Orange Subdivision (Attachment A). Through an agreement, the Southern California Regional Rail Authority (SCRRA) is responsible for the operations of this railroad corridor, which hosts Metrolink commuter trains, the National Railroad Passenger Corporation's passenger trains, BNSF Railway Company, and the Union Pacific Railroad Company freight trains.

To ensure the safe and efficient operation of passenger and freight trains, the railroad ROW needs to comply with federal, state, and local regulations regarding weed abatement, fire prevention, and nuisance liability standards. In order to maintain the railroad ROW to these standards, OCTA utilizes contract services for preventative and corrective maintenance services. The contractor is responsible for maintaining the railroad corridor under the direction and supervision of OCTA ROW staff.

Maintenance of the railroad ROW includes, but is not limited to, weed abatement, brush clearance, herbicide application, rodent control, maintenance of drainage channels and embankments, graffiti abatement, debris removal, fencing installation and repair, grading and/or barrier construction and repair, as well as signage installation and repair. Track and signal maintenance, commonly referred to as maintenance-of-way activities, are not a part of this scope of work. These services are performed through SCRRA contractors.

The maintenance services provided through the agreement would be performed on OCTA-owned property including non-leased railroad ROW and possibly other OCTA-owned properties.

OCTA's current agreement for maintenance services will end January 22, 2022. A new procurement is needed at this time to select a qualified contractor to provide these services. Staff intends to extend the current contract through March 31, 2022, to allow for the transition of the new contract to commence on April 1, 2022.

Procurement Approach

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

The following evaluation criteria will be used to evaluate the proposals received:

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

The evaluation criteria are consistent with criteria used for similar maintenance service procurements. In developing the criteria weightings, several factors were considered. The qualifications of the firm, weighted at 20 percent, will address the experience of the firm in performing similar work and being able to meet the requirements to work within the SCRRA ROW. Staffing and project organization is weighted at 25 percent as the experience and the ability of the project manager and other key staff, such as the foreman, will be crucial to managing the daily activities, as well as coordinating the required resources. A 30 percent weighting is assigned to the work plan approach to ensure successful handling of the variety of ongoing maintenance tasks and emergency tasks related to the ROW. Finally, cost and price was weighted at 25 percent to ensure OCTA receives competitive pricing.

The contract for this procurement is proposed for a five-year initial term with one, two-year option term. This RFP will be released upon Board approval of this recommendation.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2021-22 Budget, Rail Program, Account No. 0018-7517-D2601-AB9, and is funded through Commuter Urban Rail Endowment.

Summary

Board of Directors' approval is requested to release Request for Proposals 1-3684 for maintenance services for the Orange County Transportation Authority's operating railroad right-of-way, as well as approval of the proposal evaluation criteria and weightings.

Attachments

- A. Metrolink Right-of-Way Map, Orange Subdivision/Olive Subdivision
- B. Draft Request for Proposals (RFP) 1-3684, Maintenance Services for Operating Railroad Right-of-Way

Prepared by:

Gerald Ray Smith Jr. Section Manager, Rail Maintenance of Way 714-560-5966

Pia Veesapen

Director, Contracts Administration and Materials Management 714-560-5619

Approved by:

Jennifer L. Bergener

Chief Operating Officer, Operations/

Deputy Chief Executive Officer

714-560-5462





RIGHT-OF-WAY MAP

ORANGE SUBDIVISION OLIVE SUBDIVISION

ORANGE SUBDIVISION

FULLERTON STATION to COUNTY LINE
MP 165.08 MP 207.40

COUNTY LINE to CP SAN ONOFRE
MP 207.40 MP 212.30

OLIVE SUBDIVISION

CP ATWOOD (BNSF) to CP MAPLE MP 0.07 MP 5.42

JANUARY 2018



ORANGE SUBDIVISION

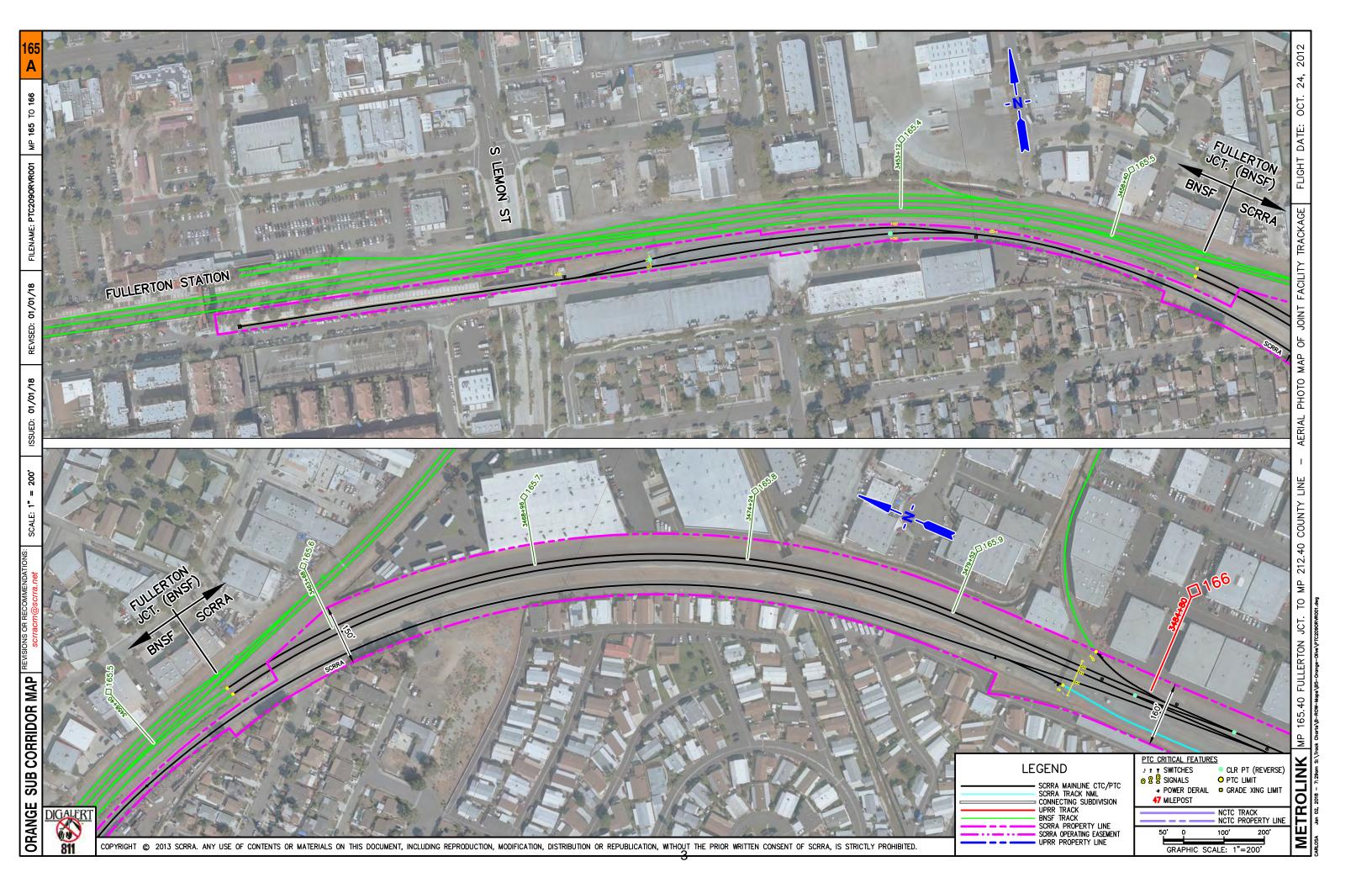
FULLERTON STATION TO MP 165.08

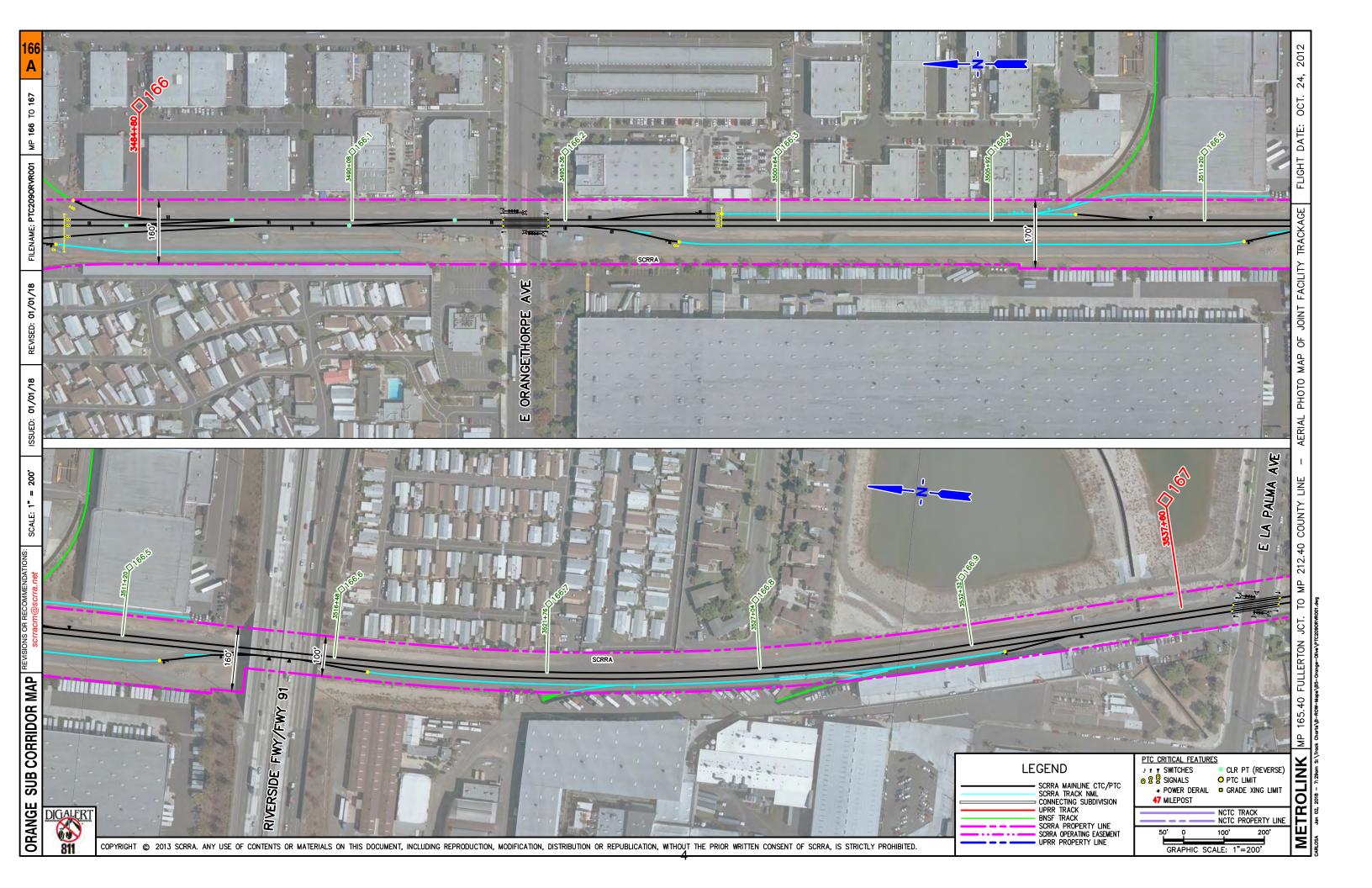
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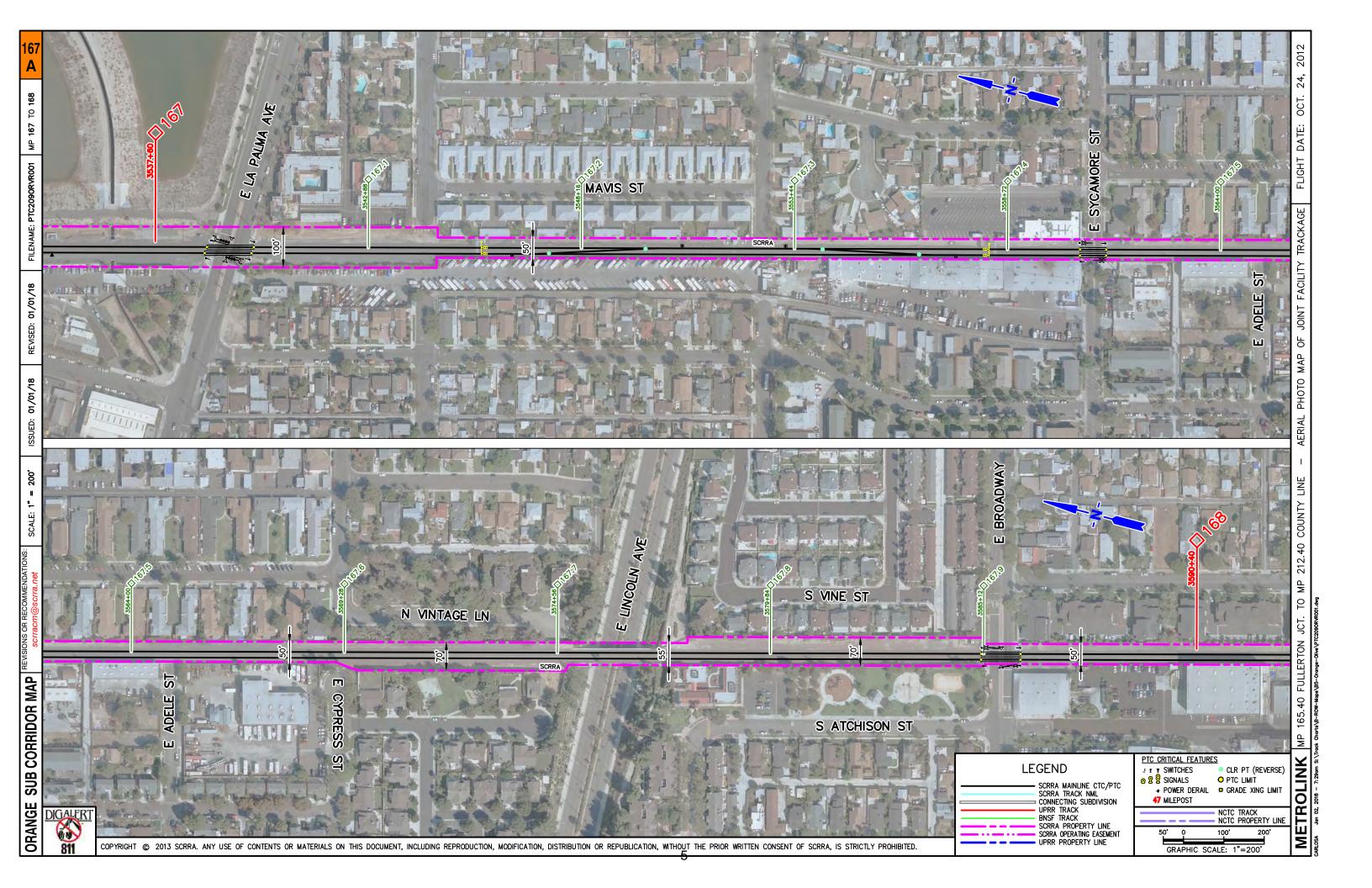
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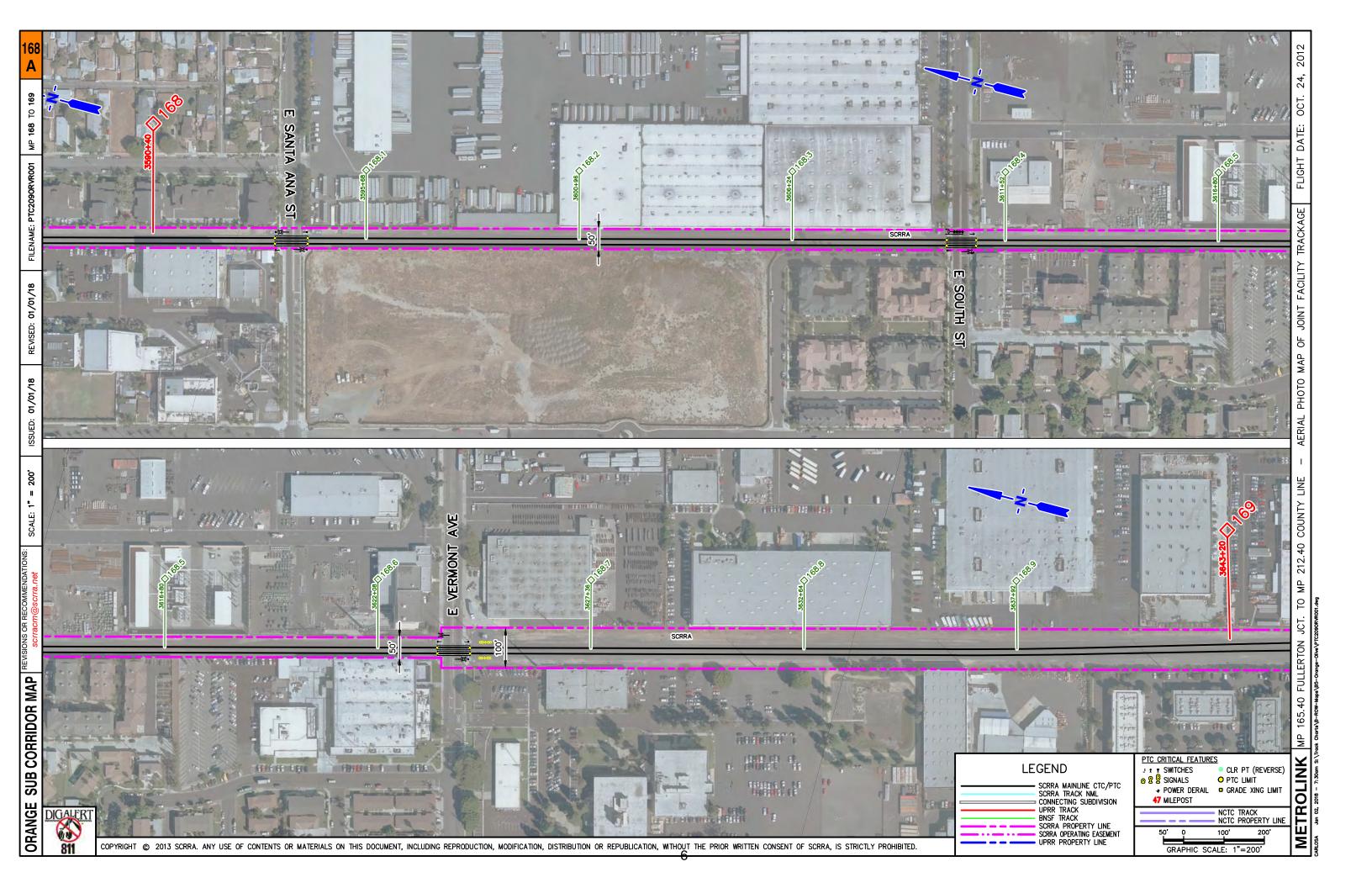
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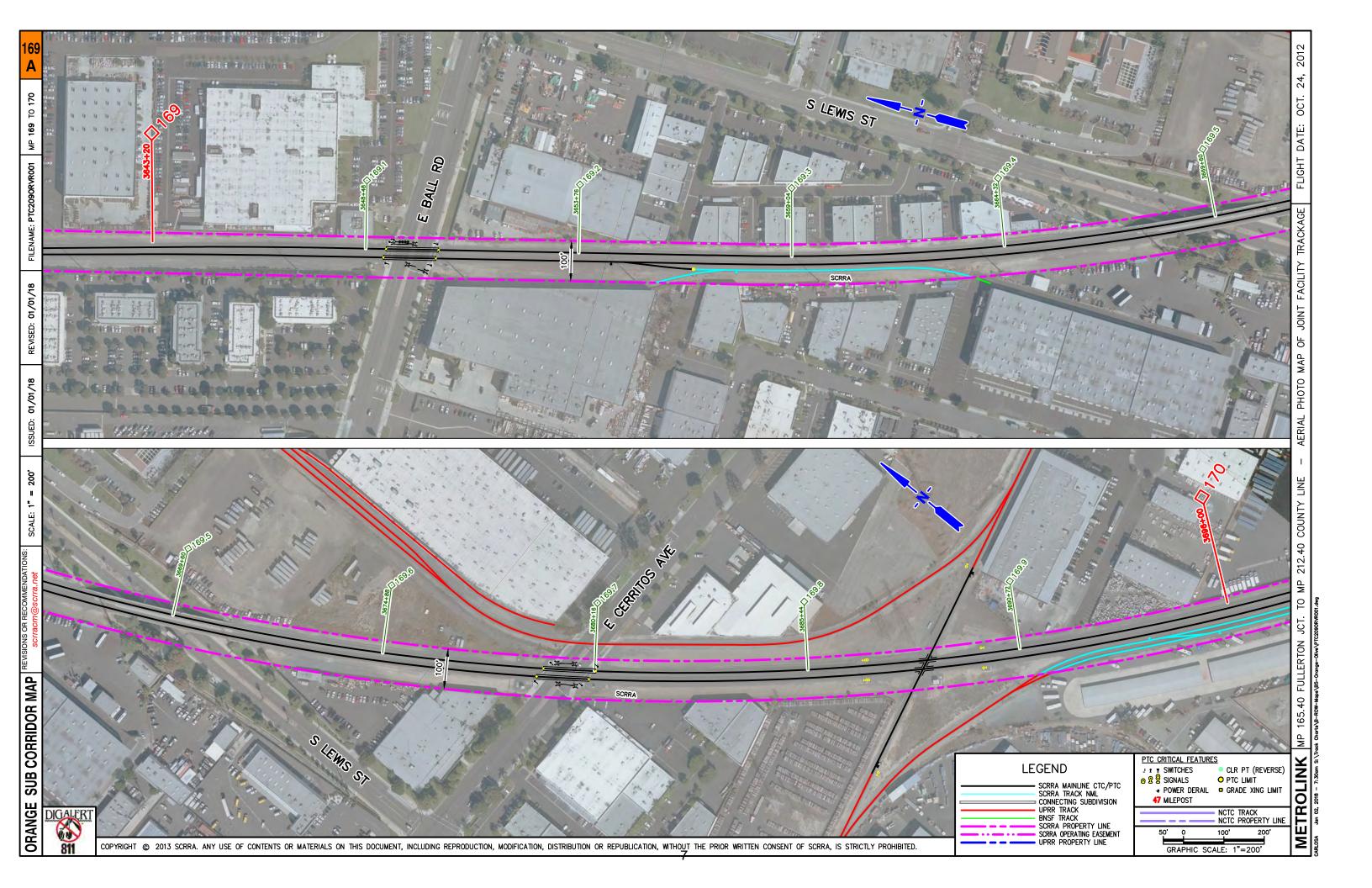
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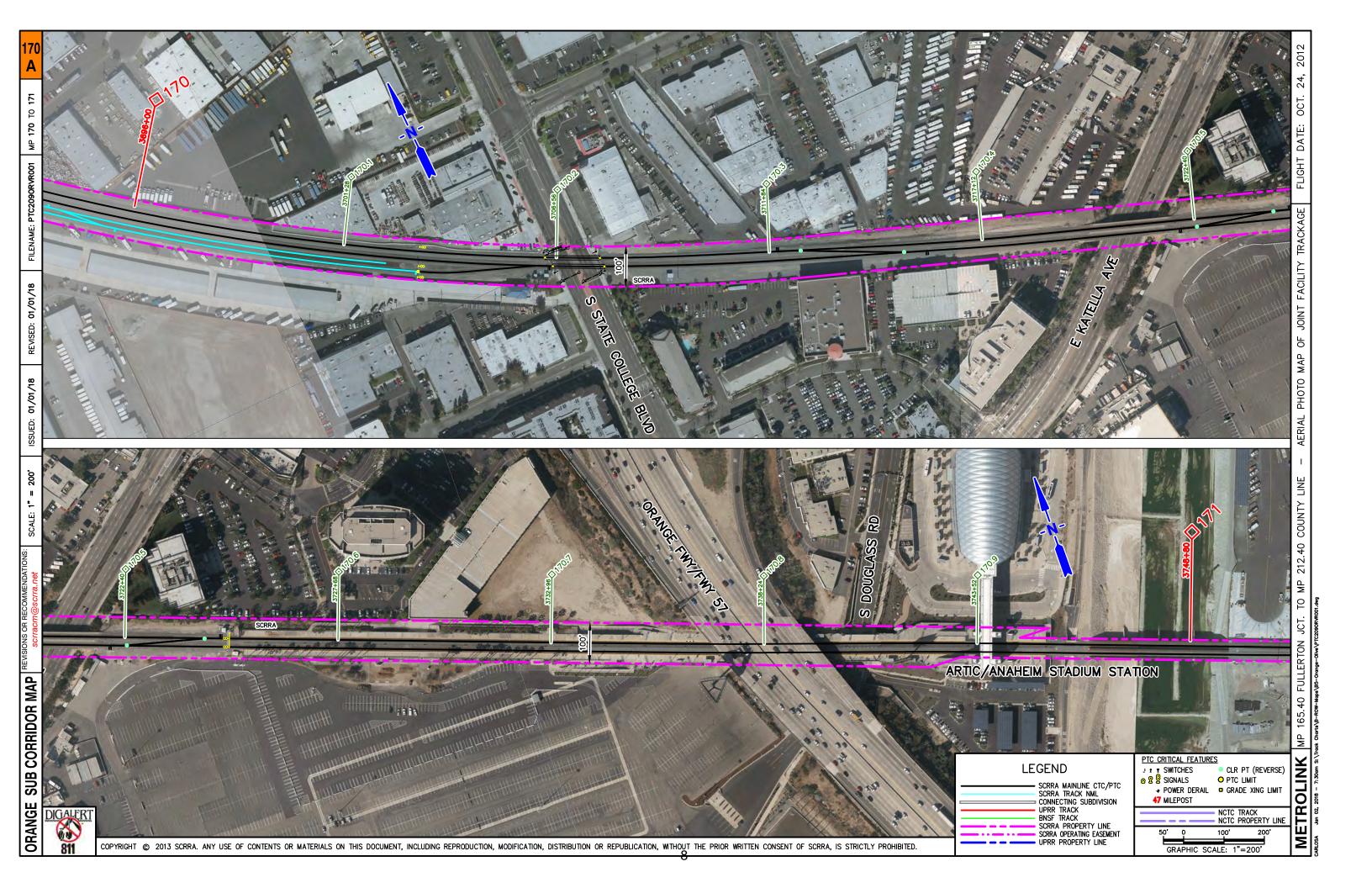




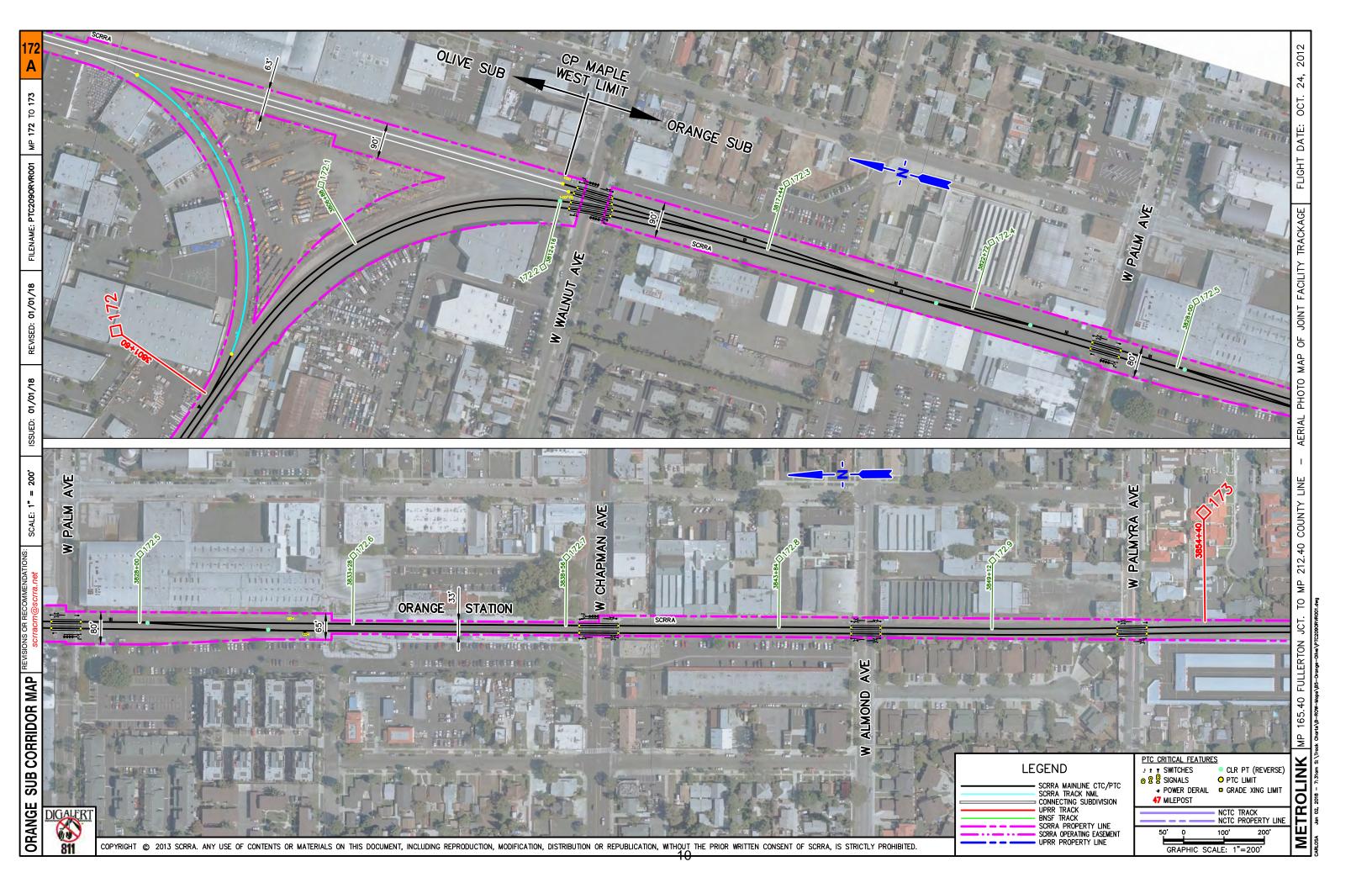


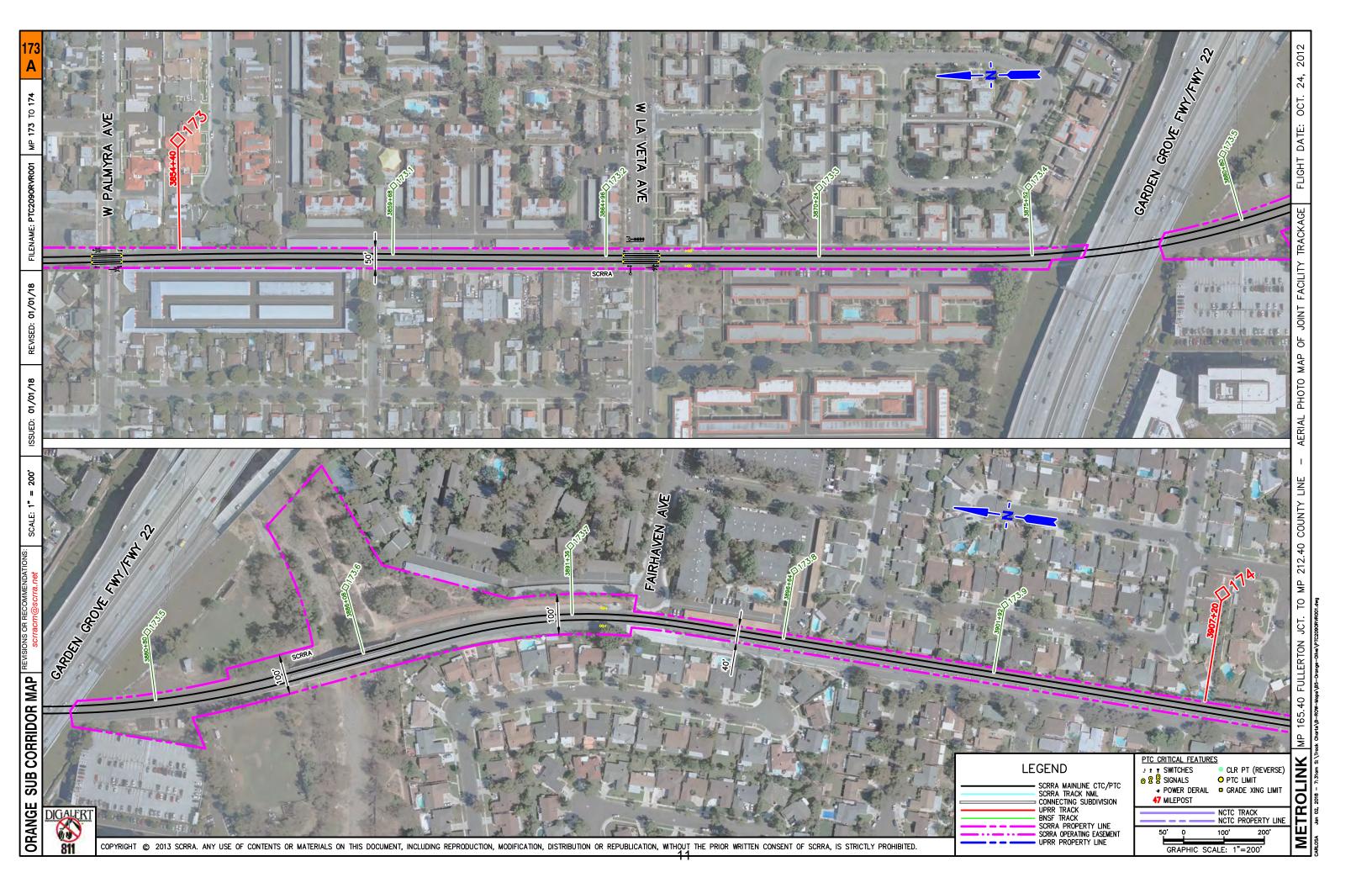


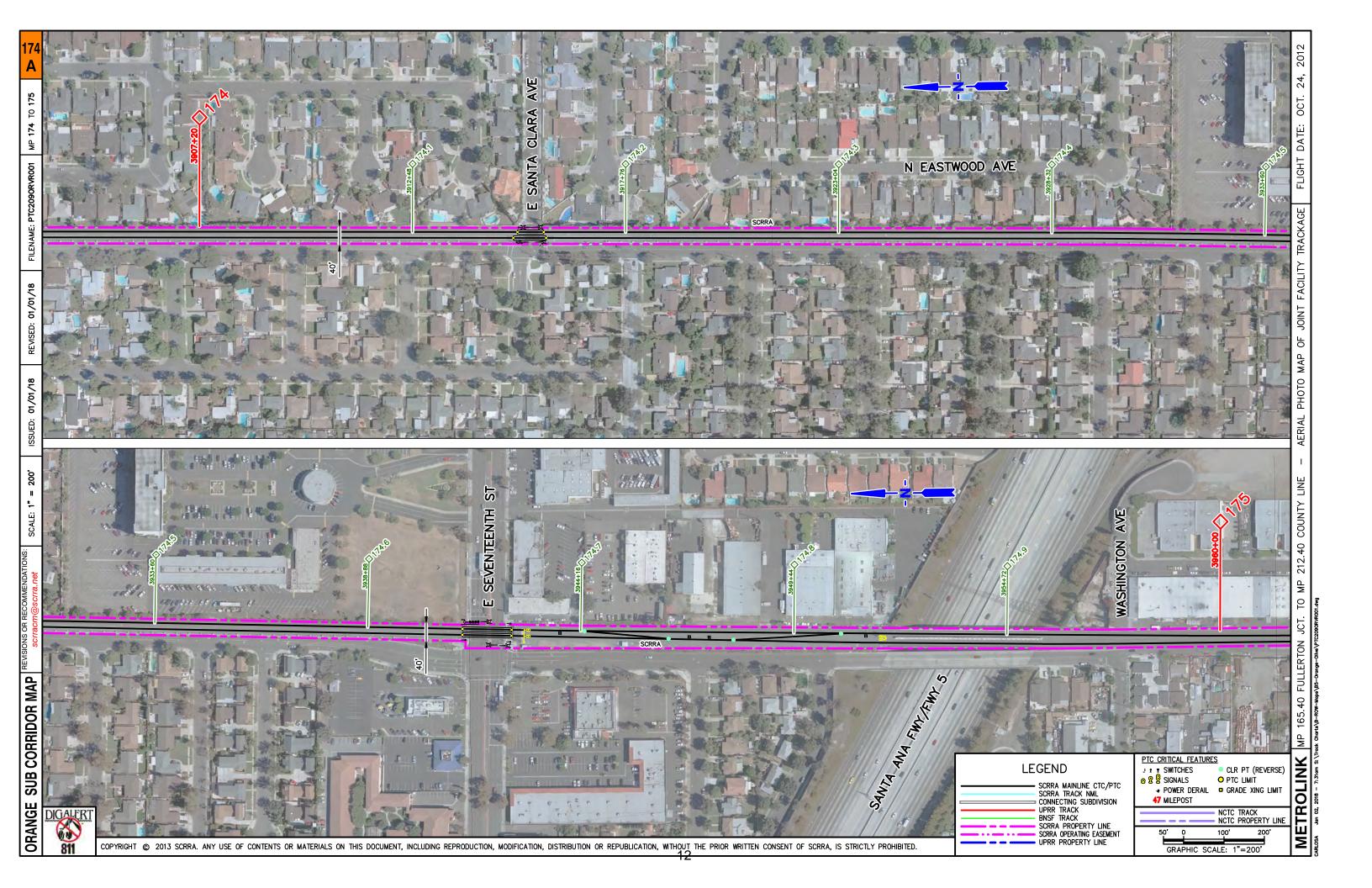




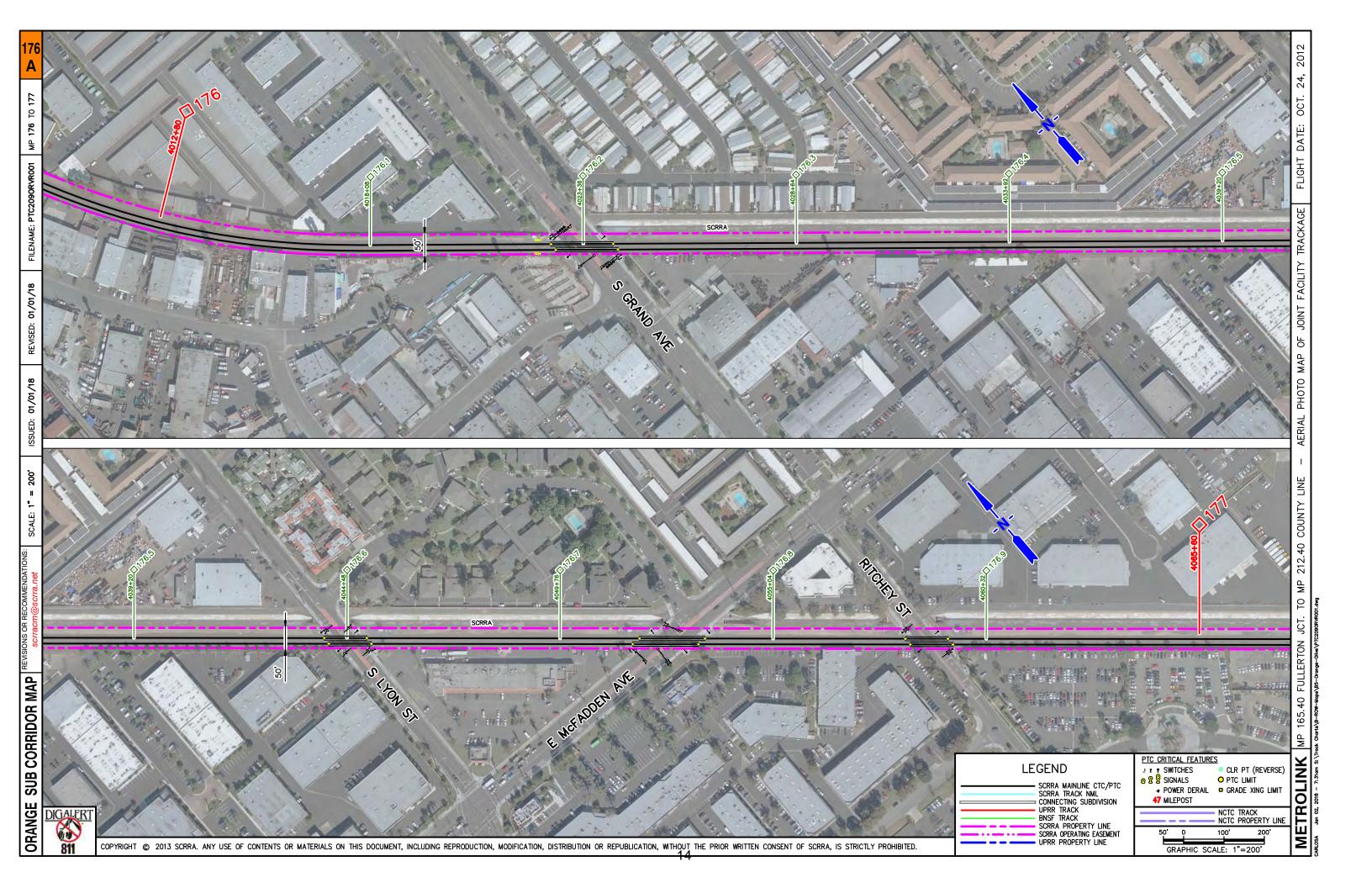


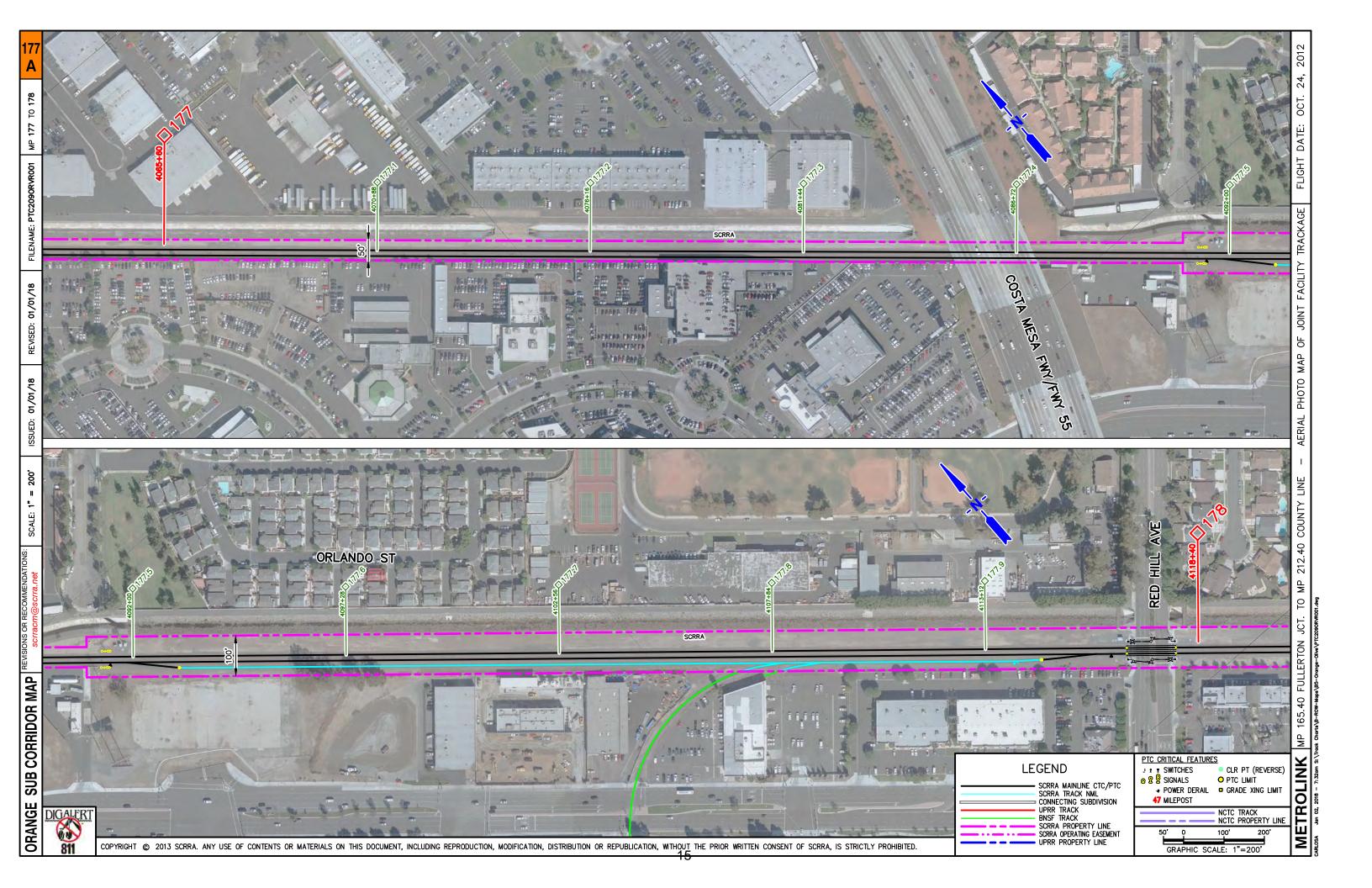


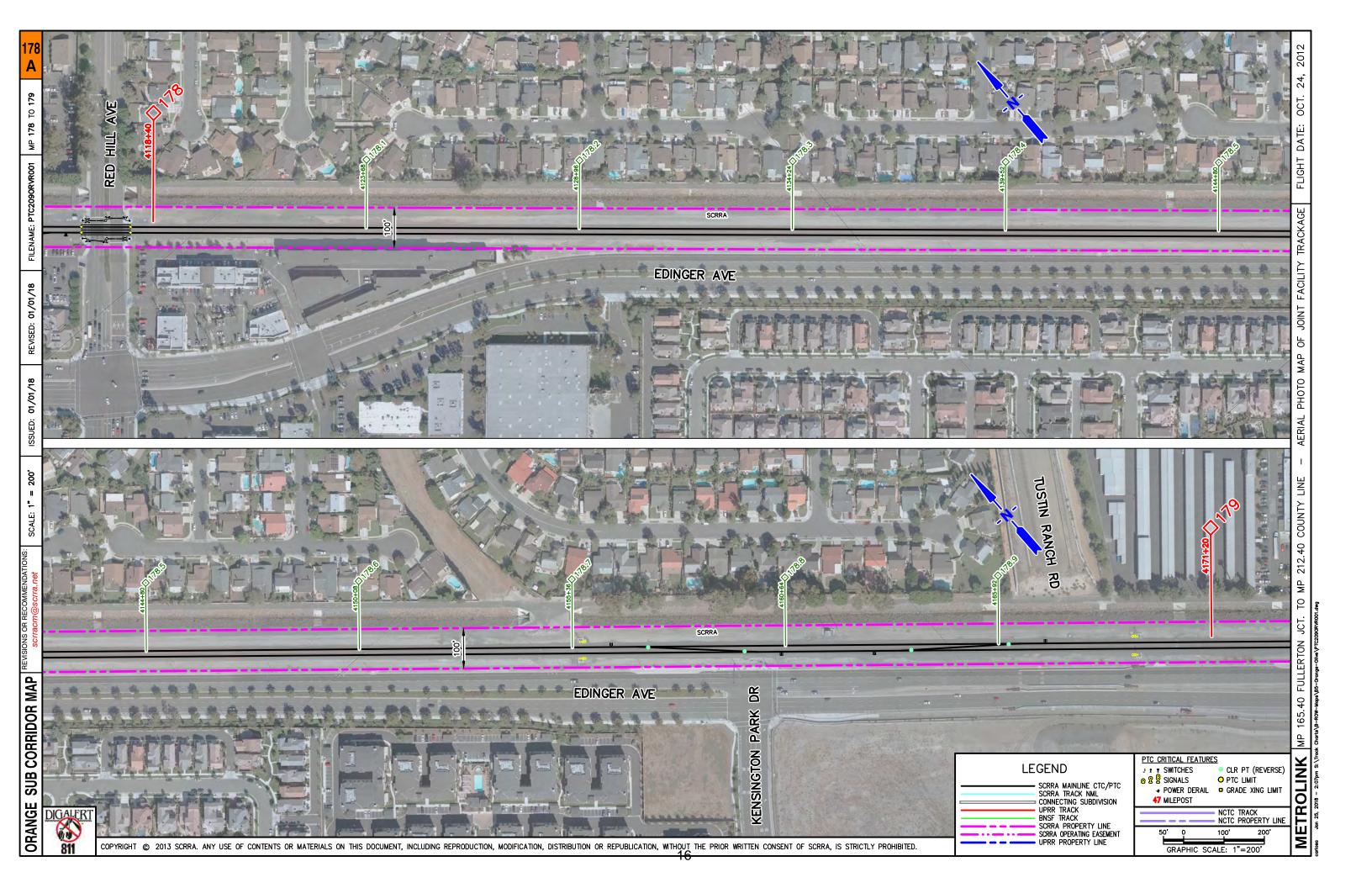




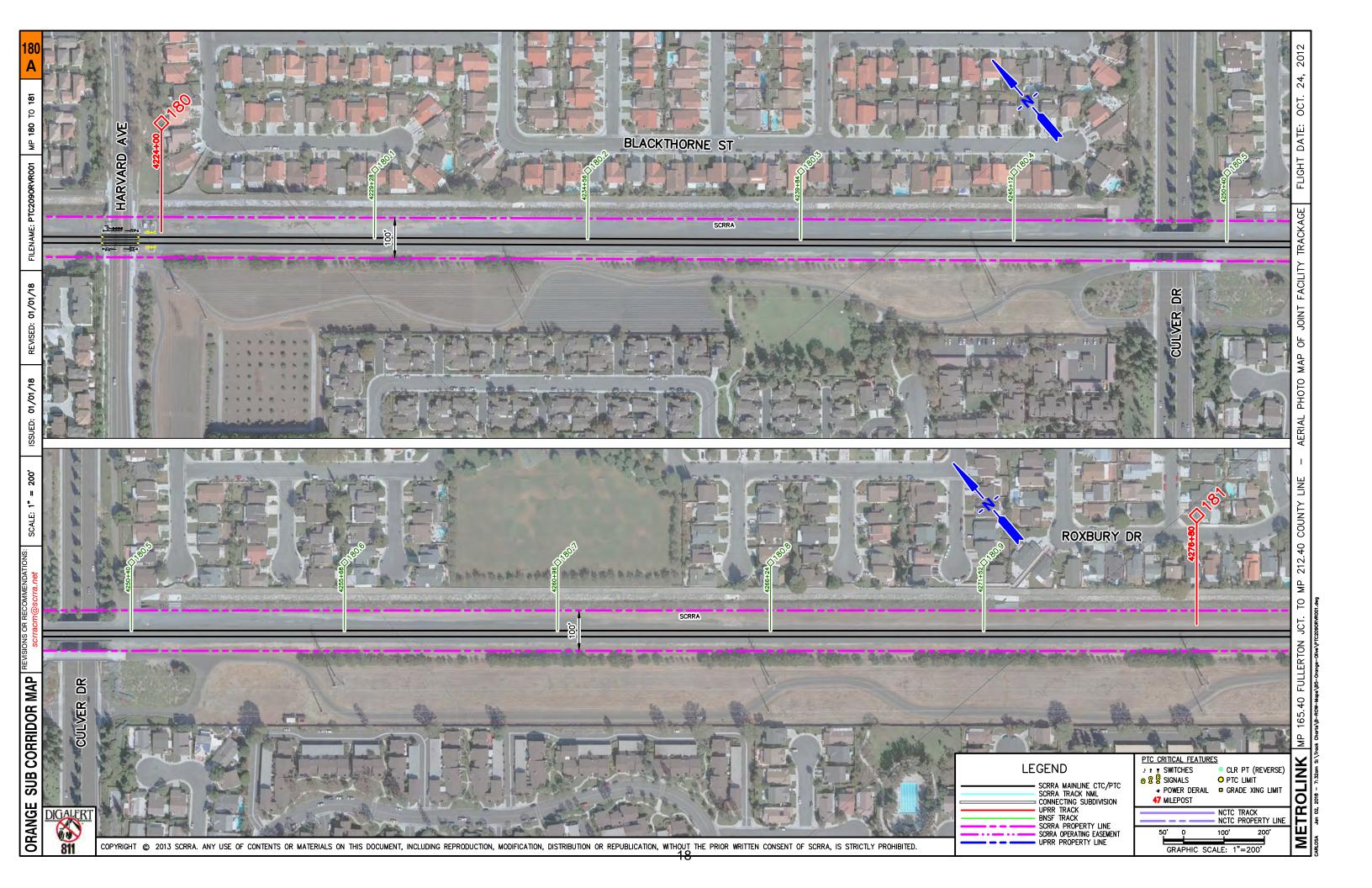


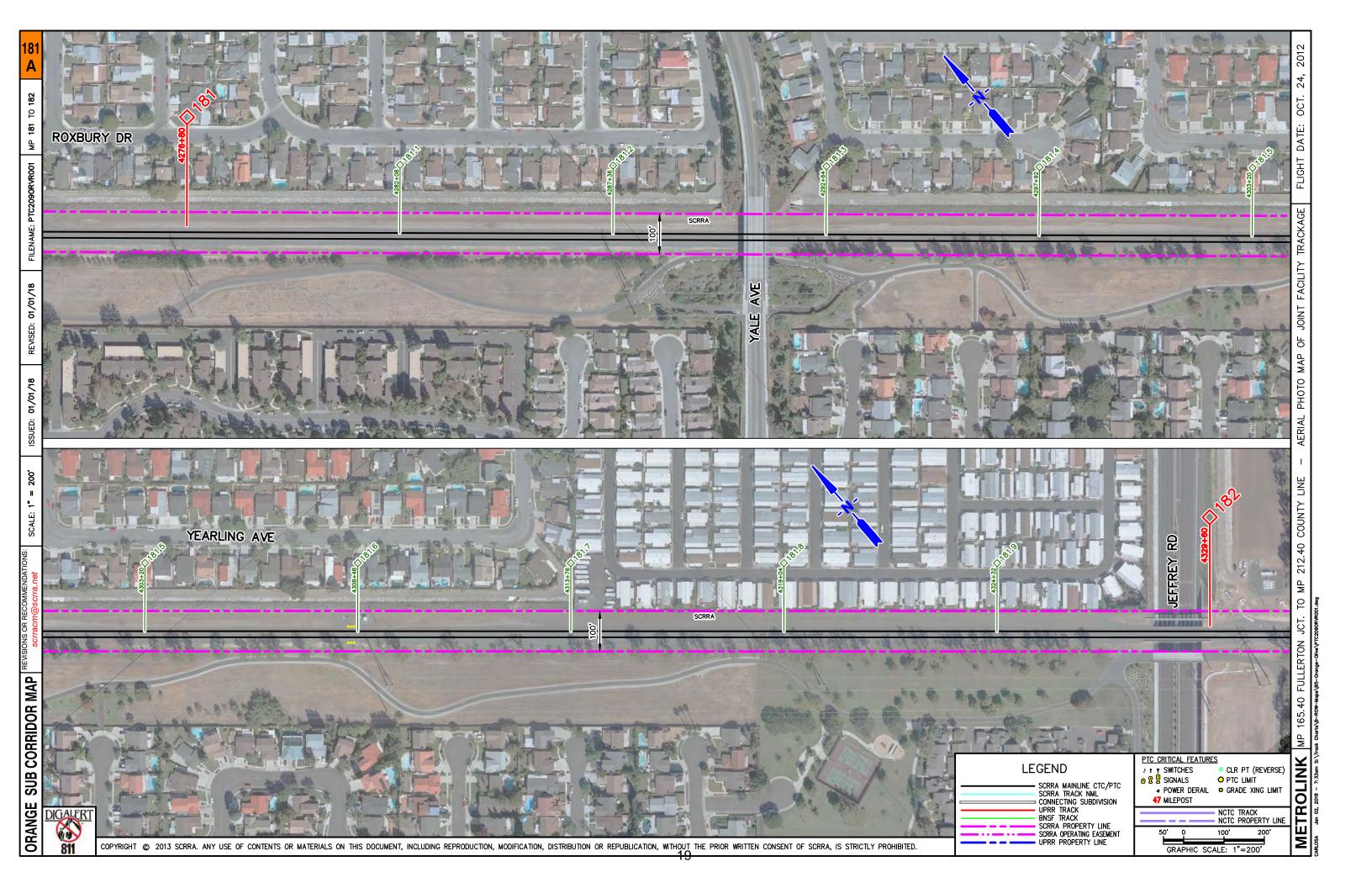


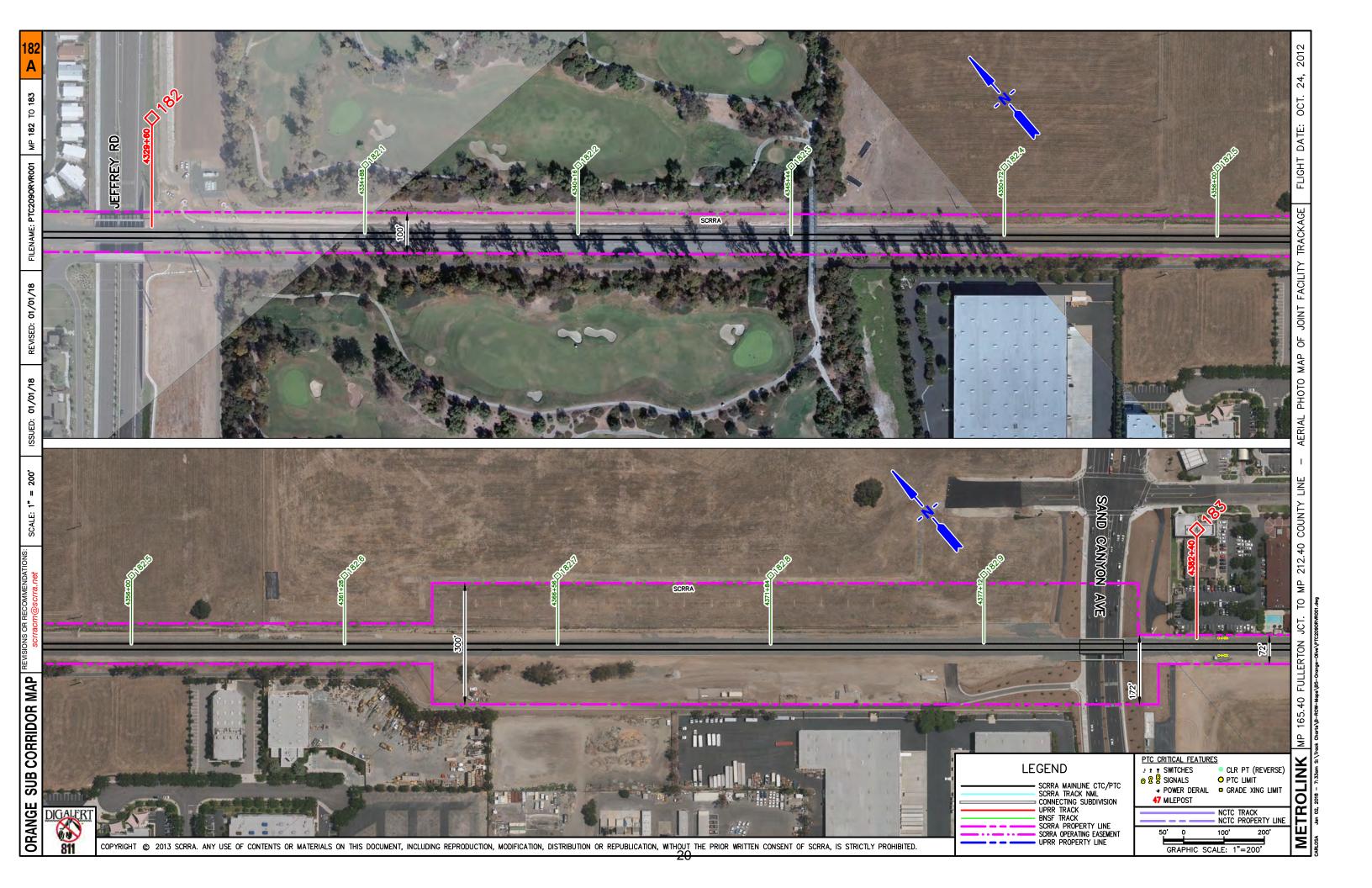


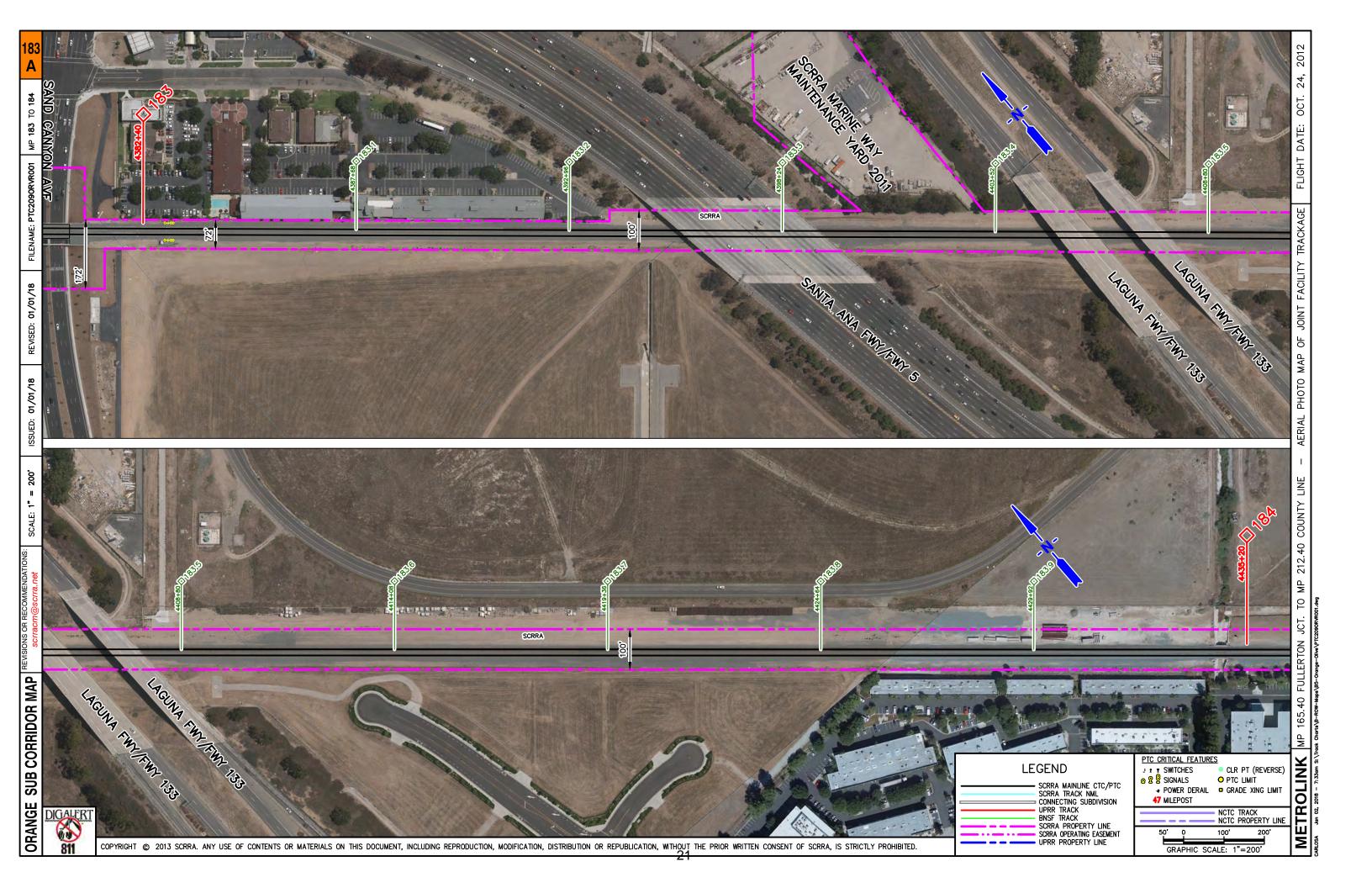


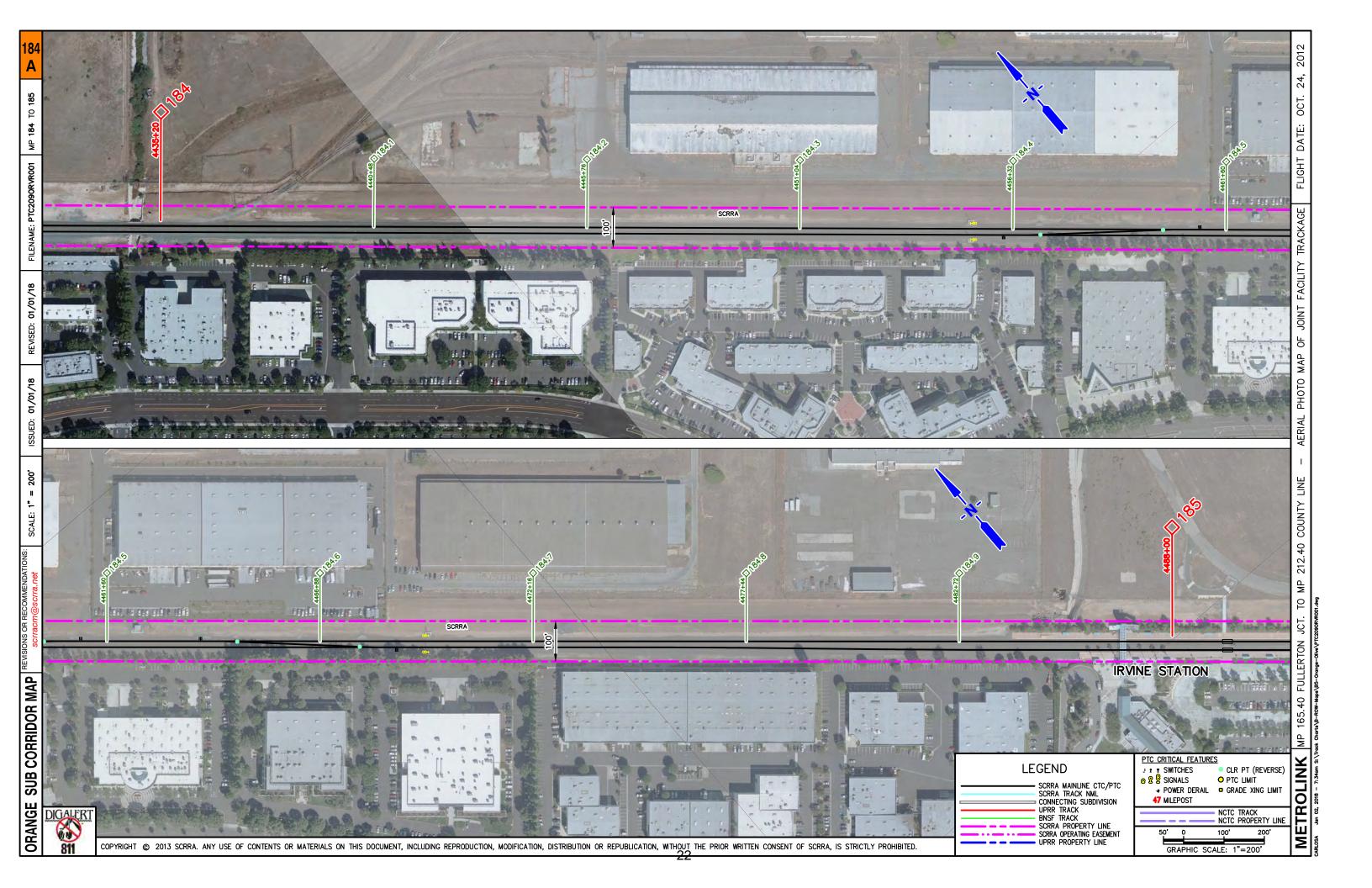


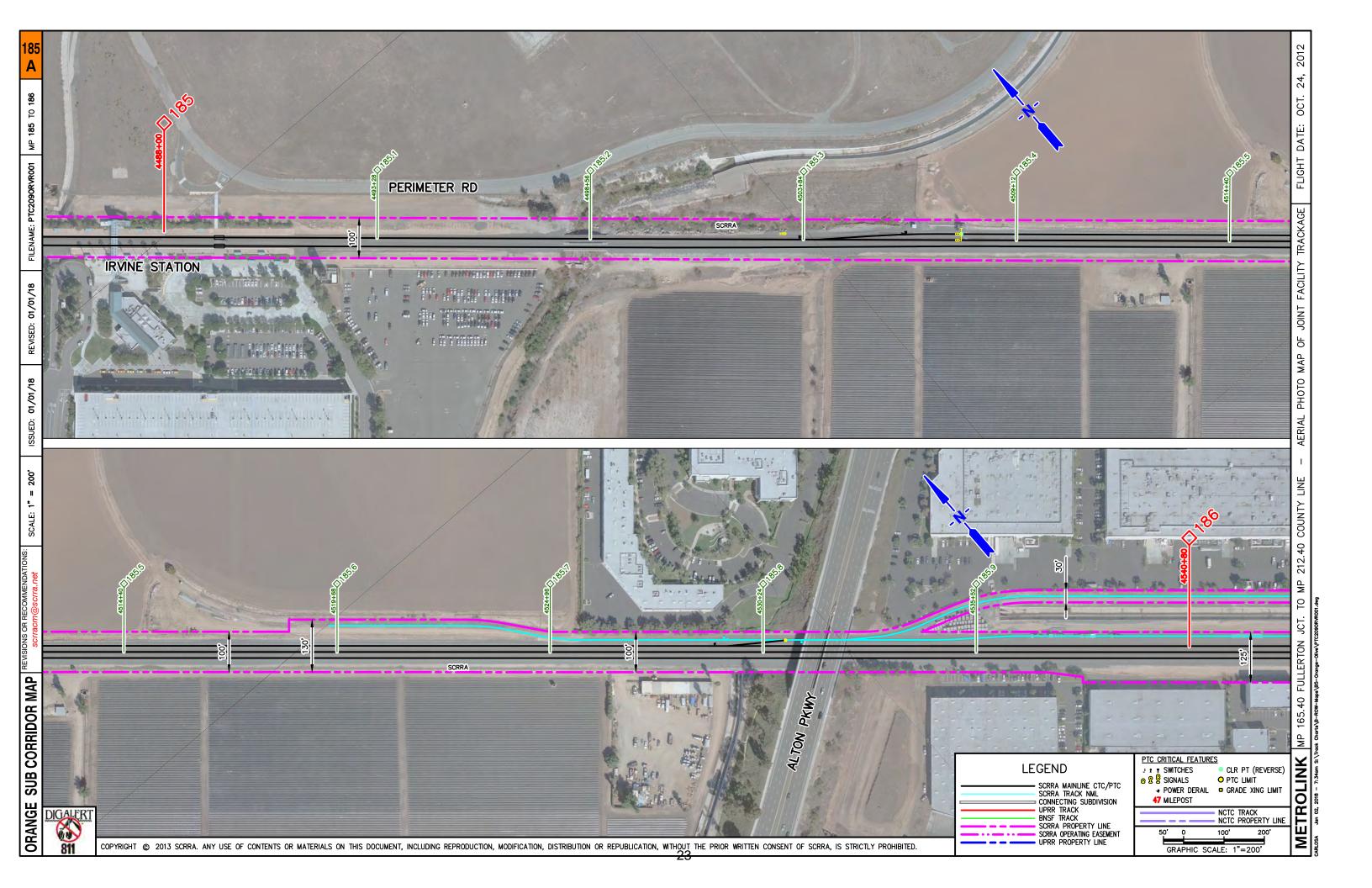






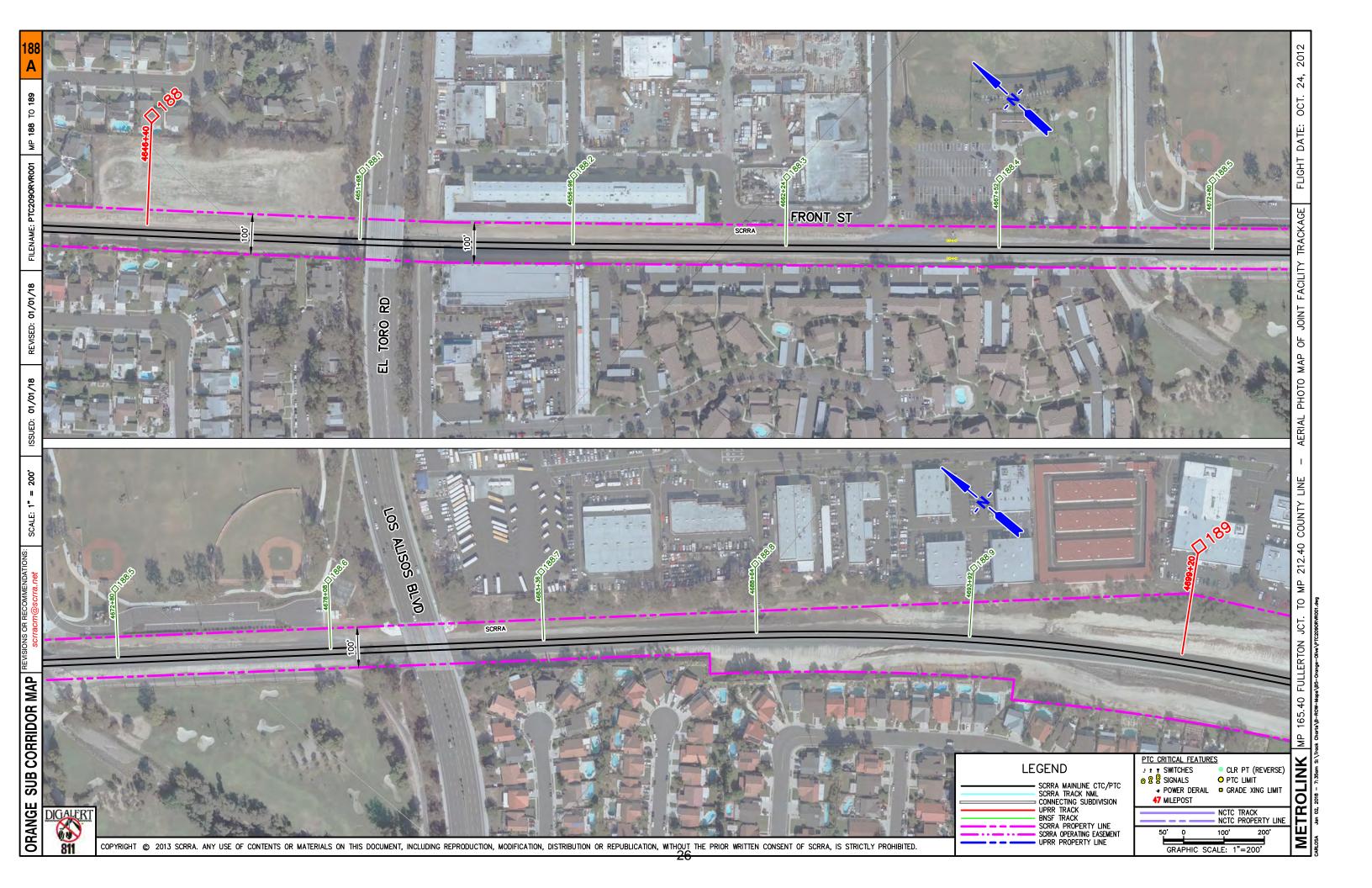




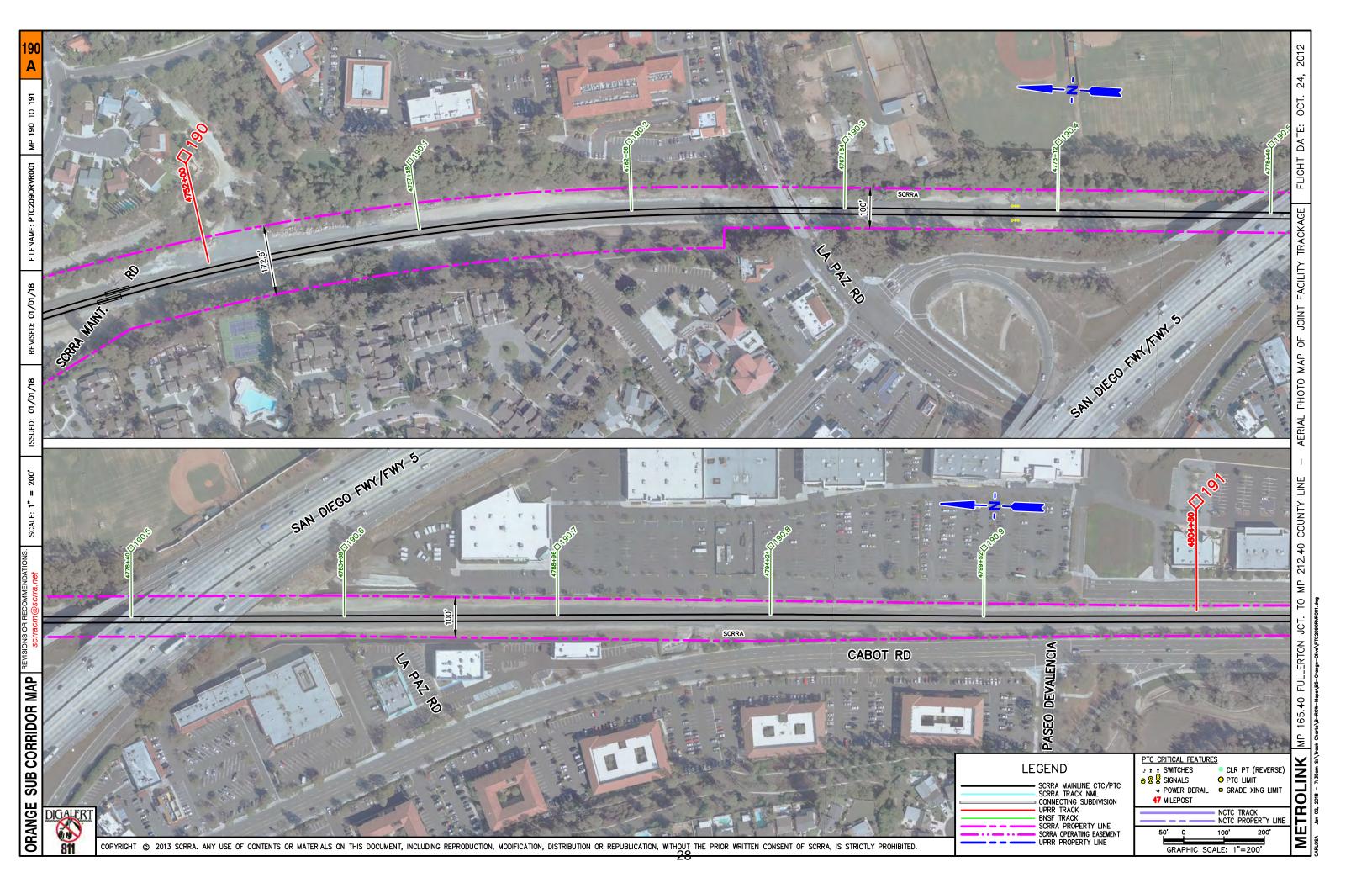


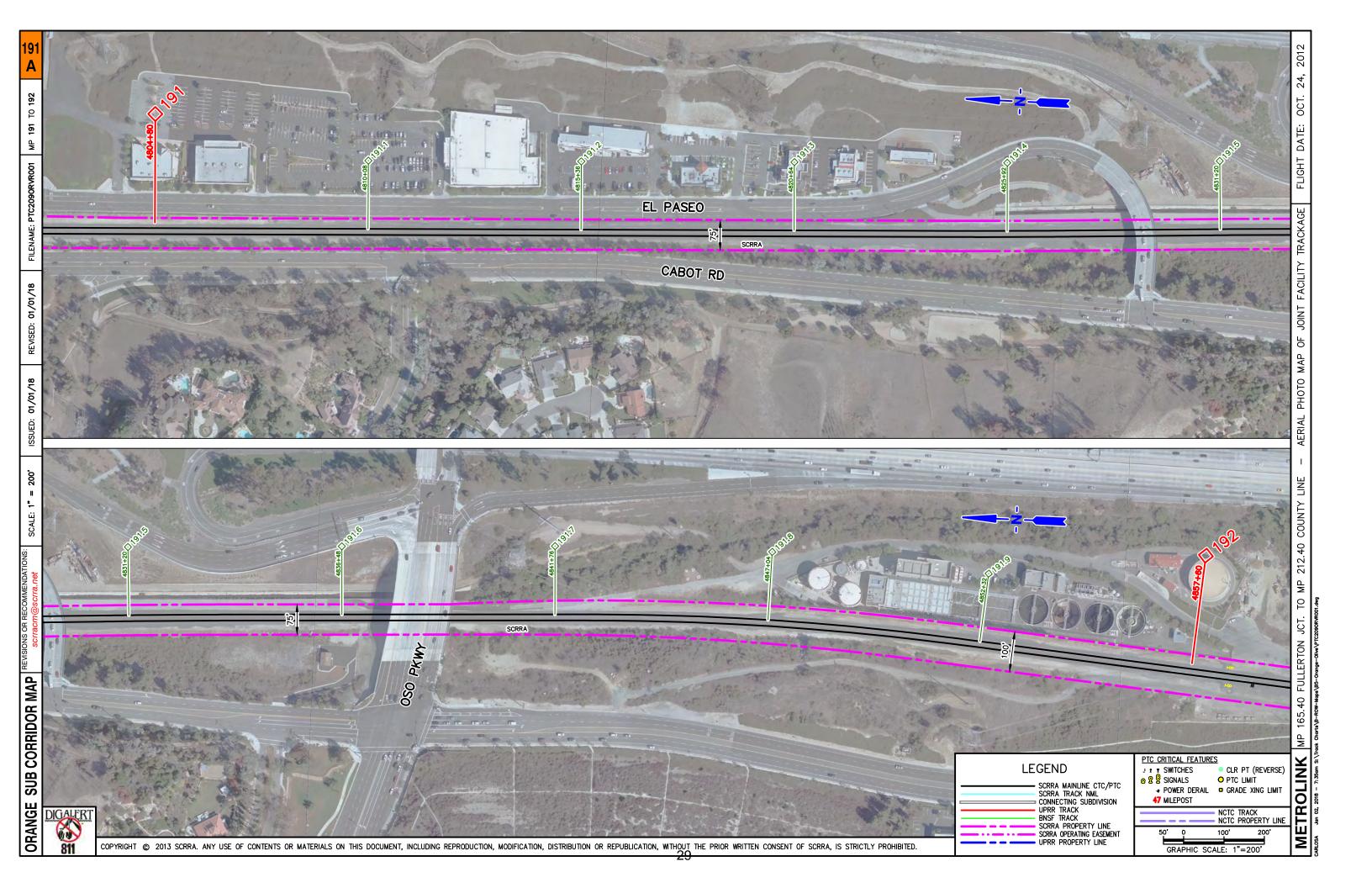


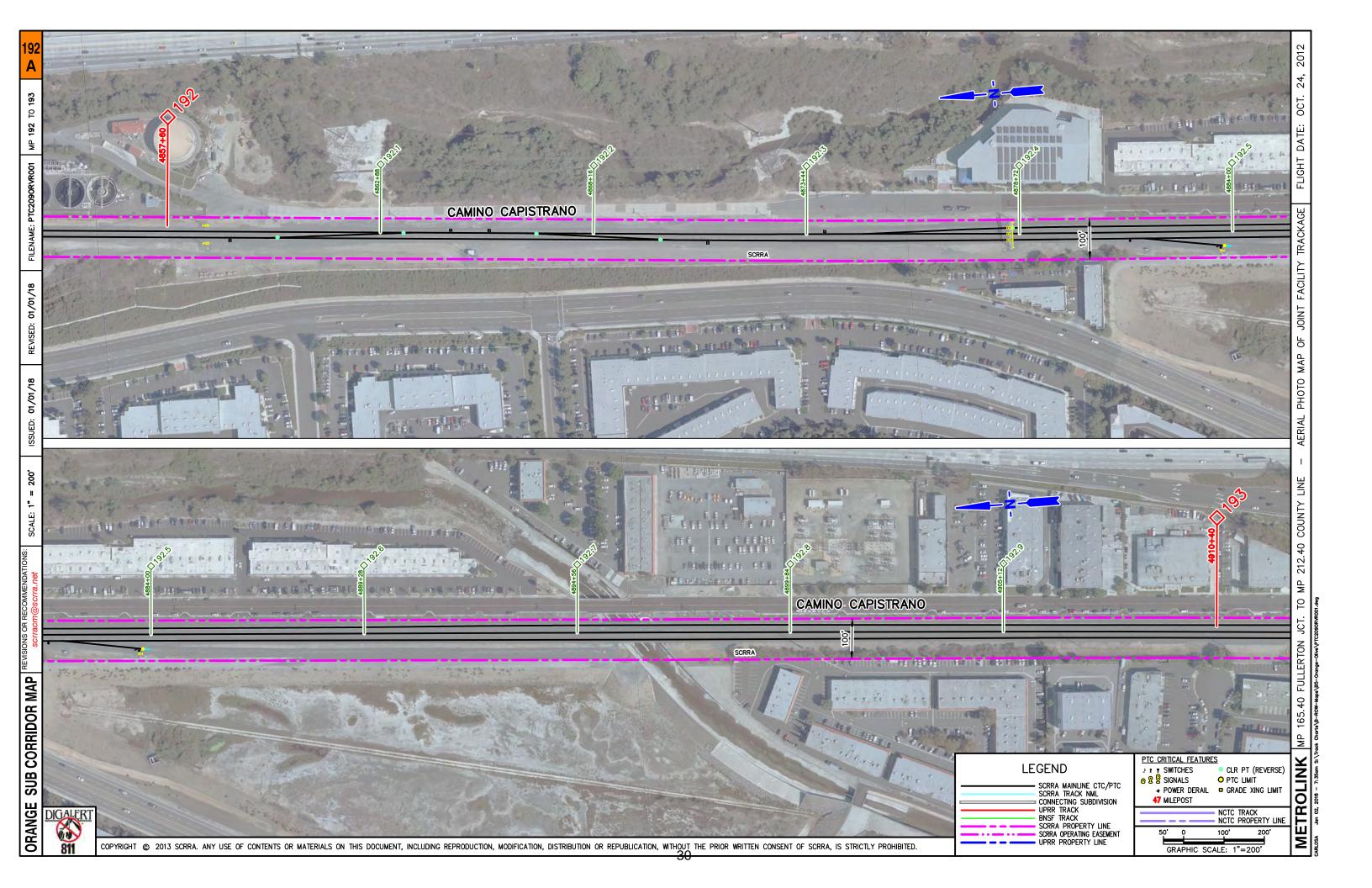


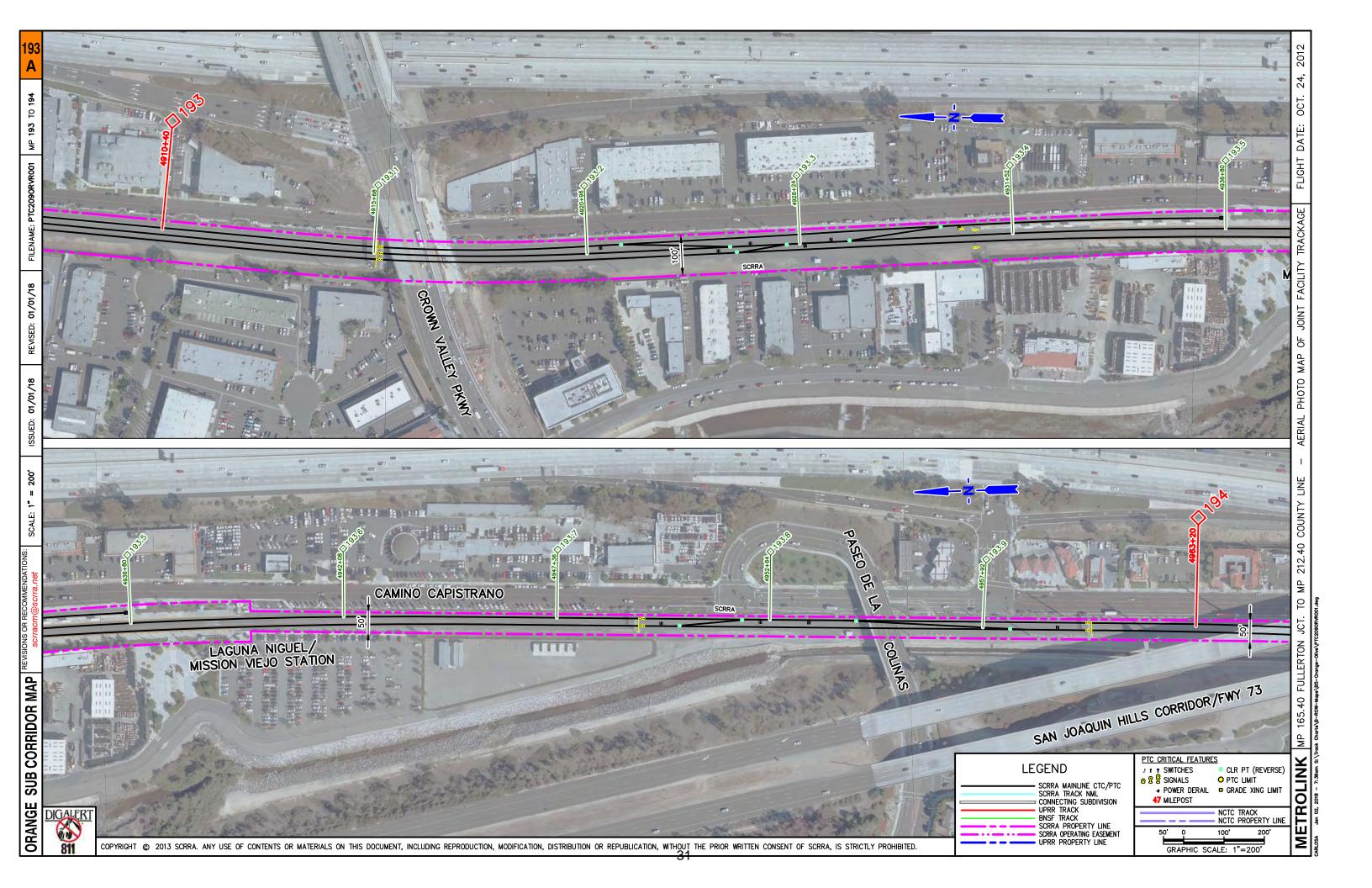


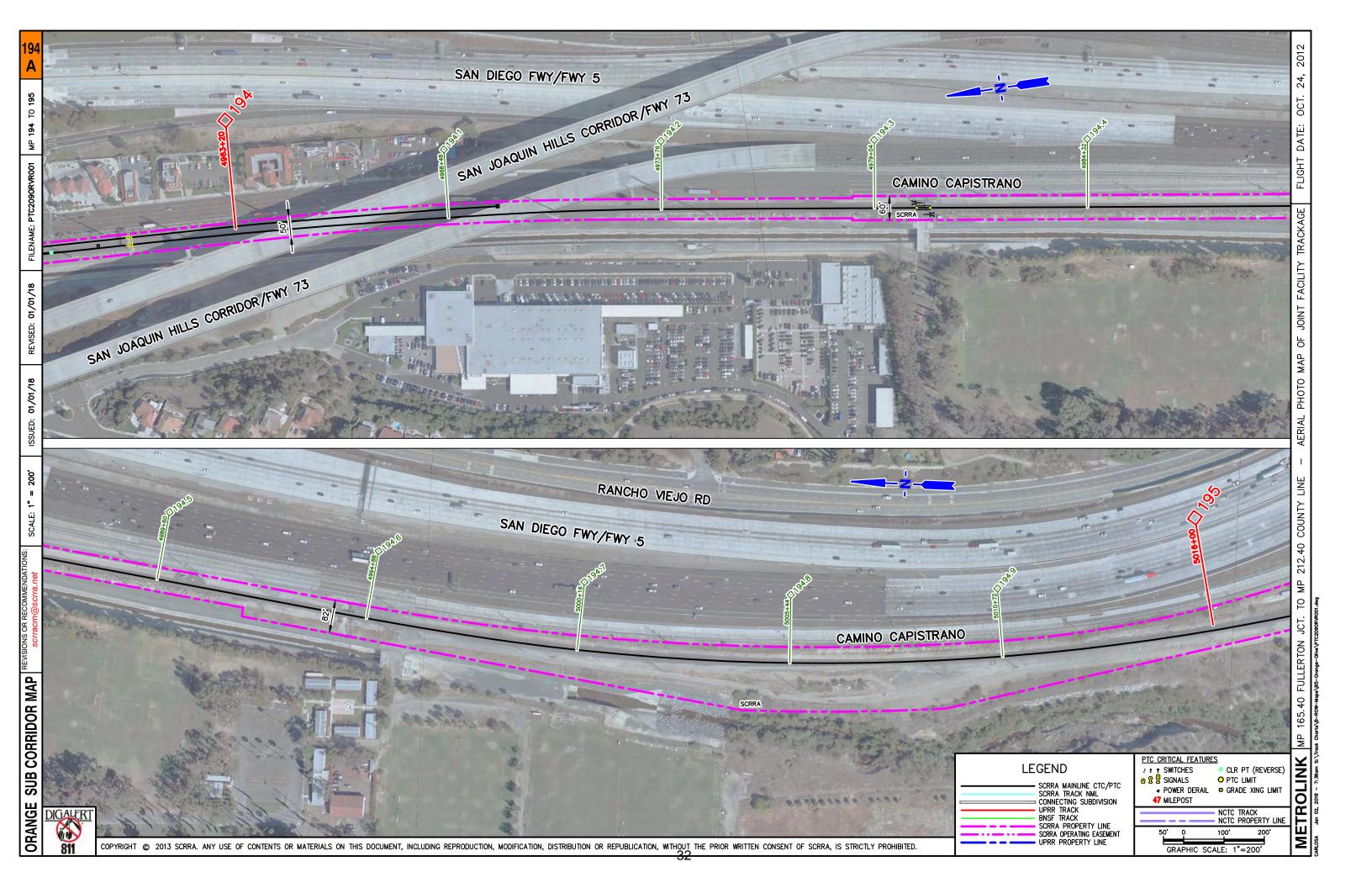


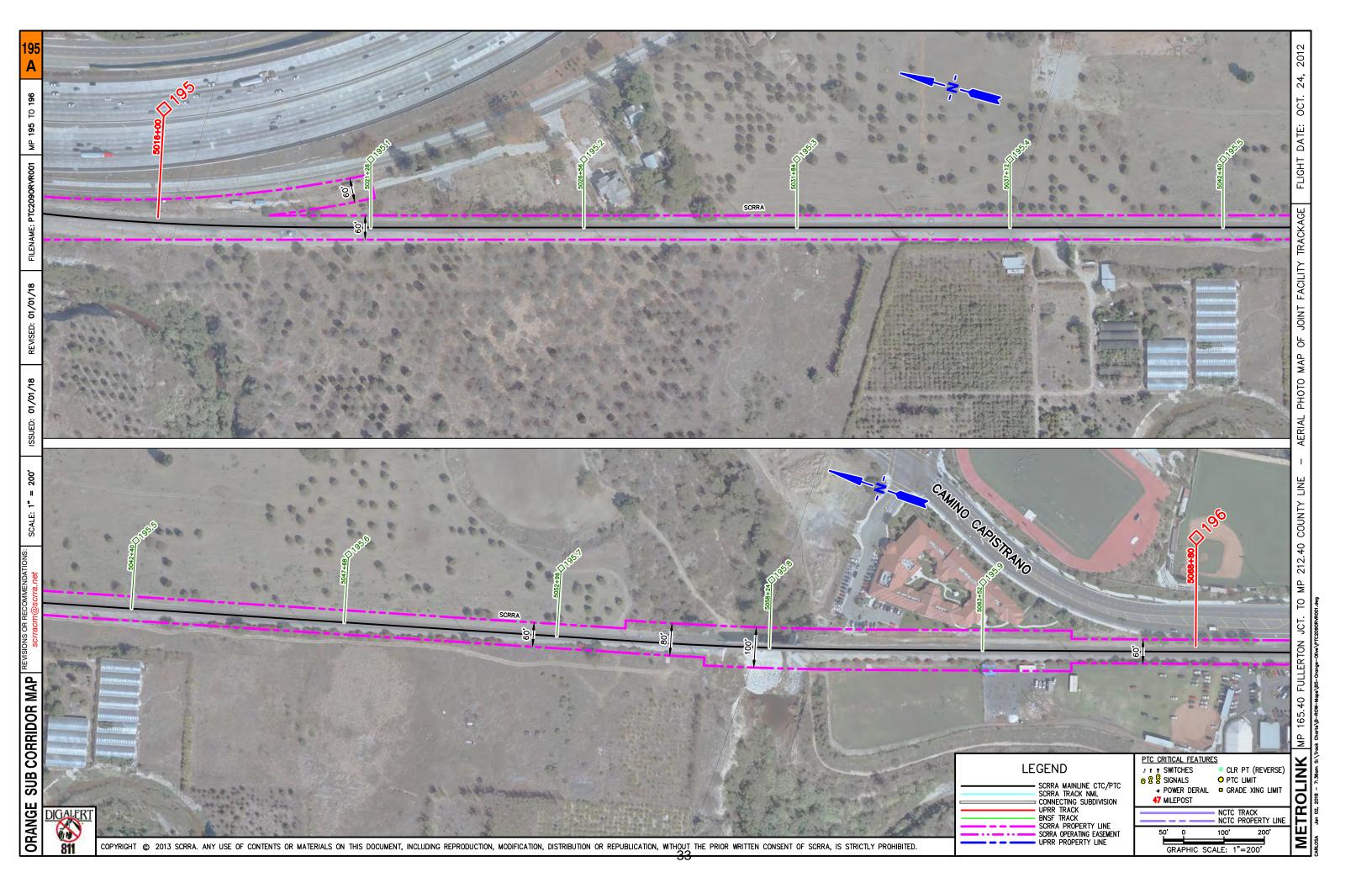


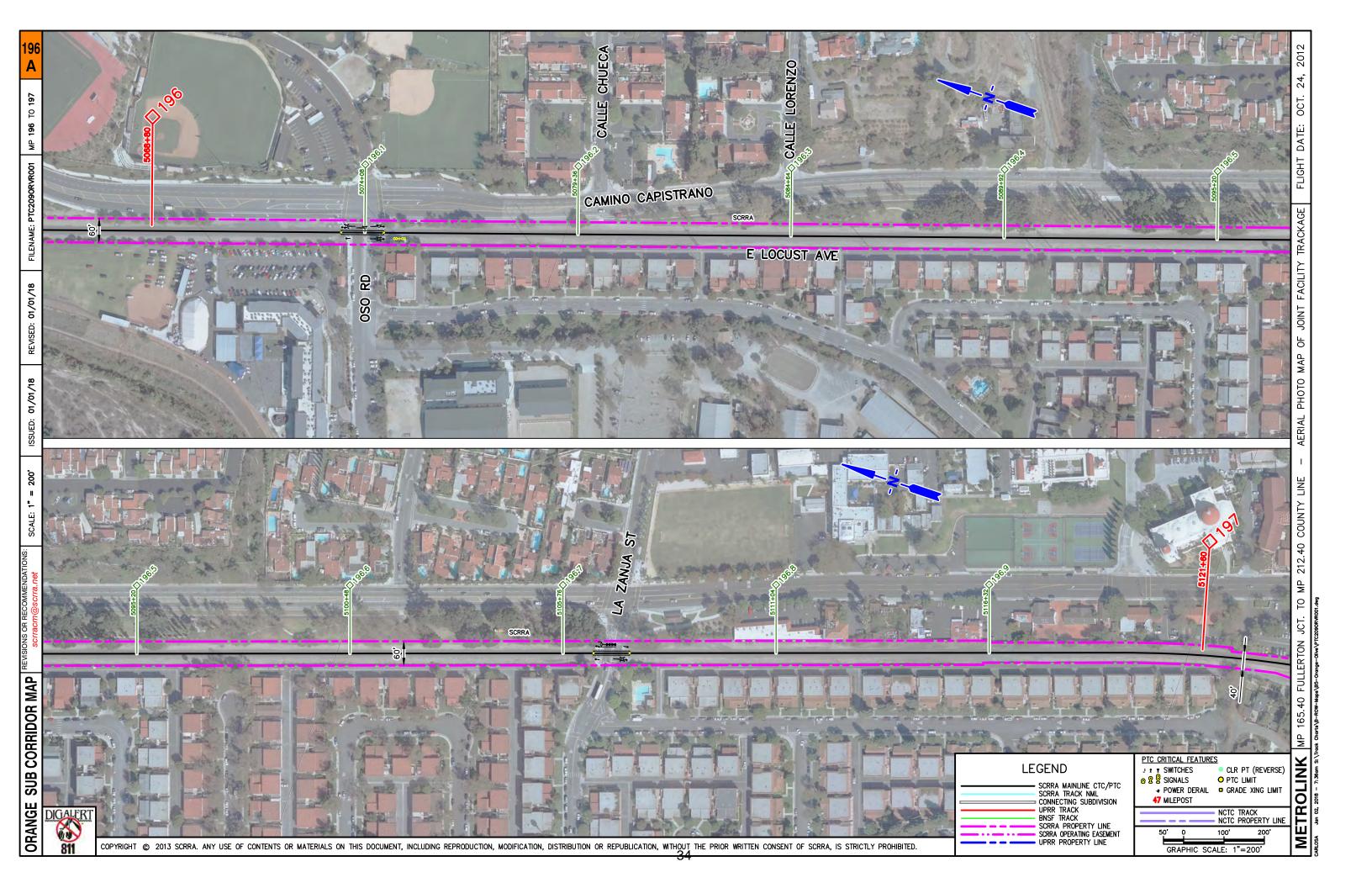


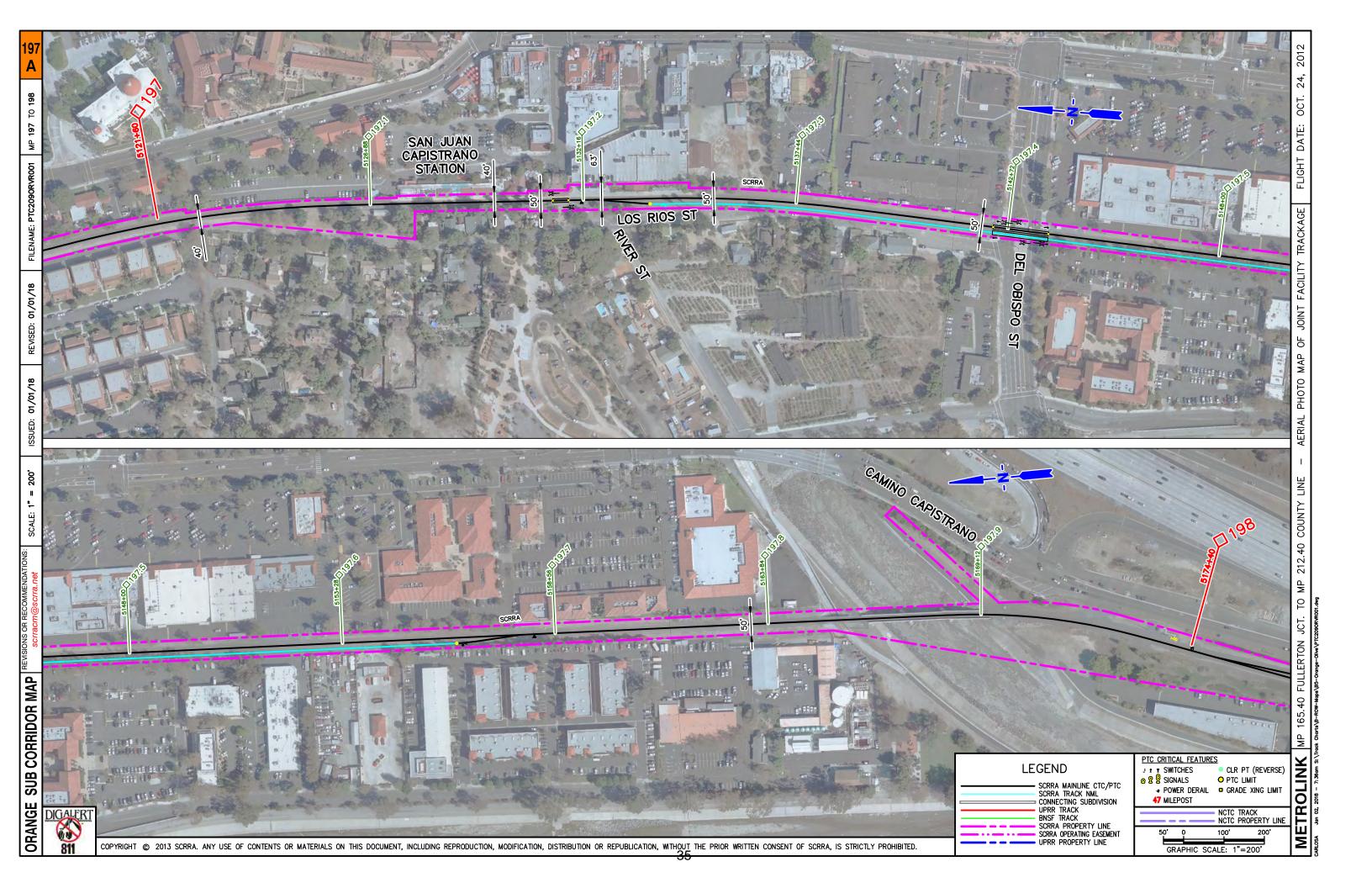


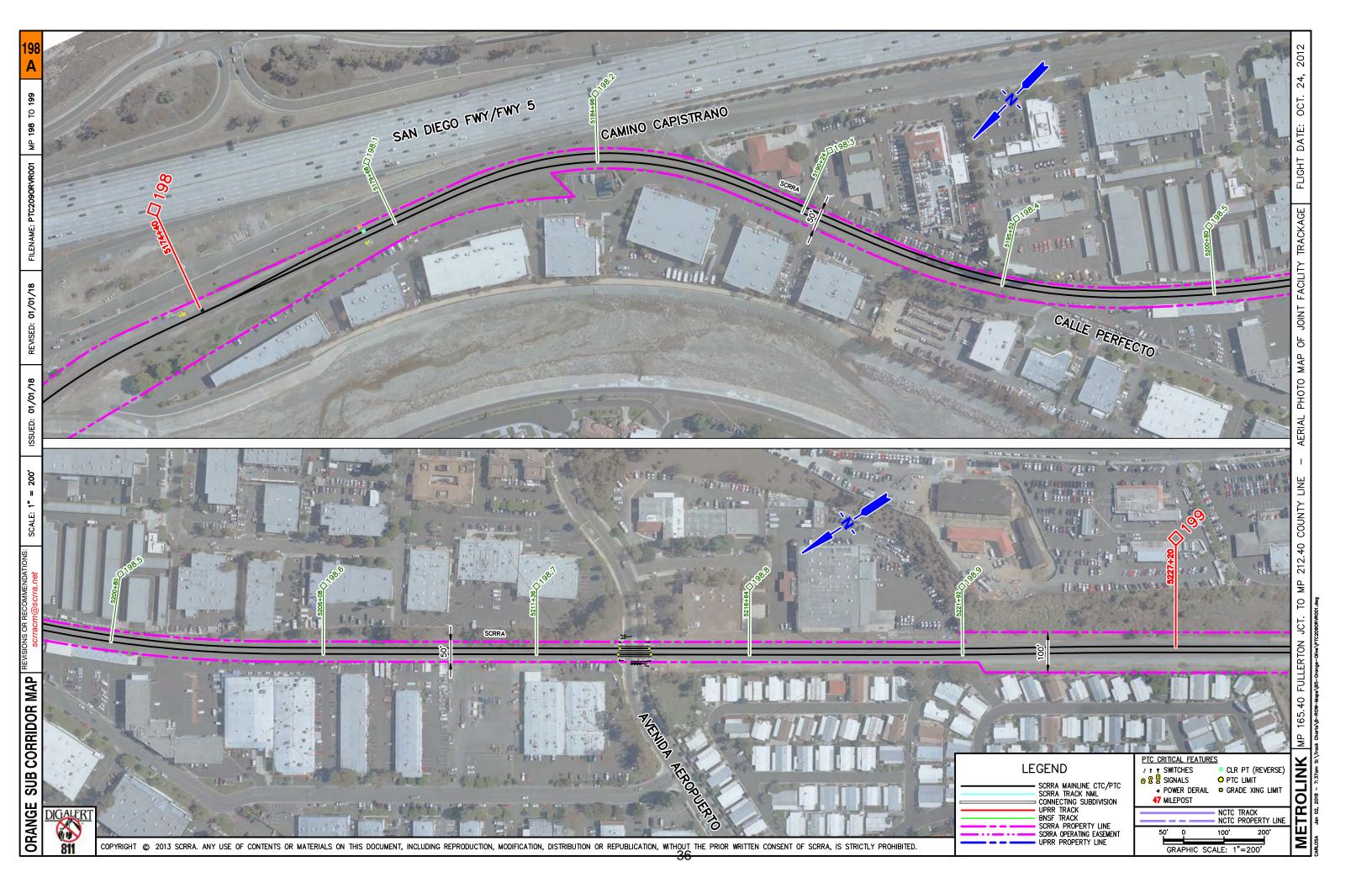


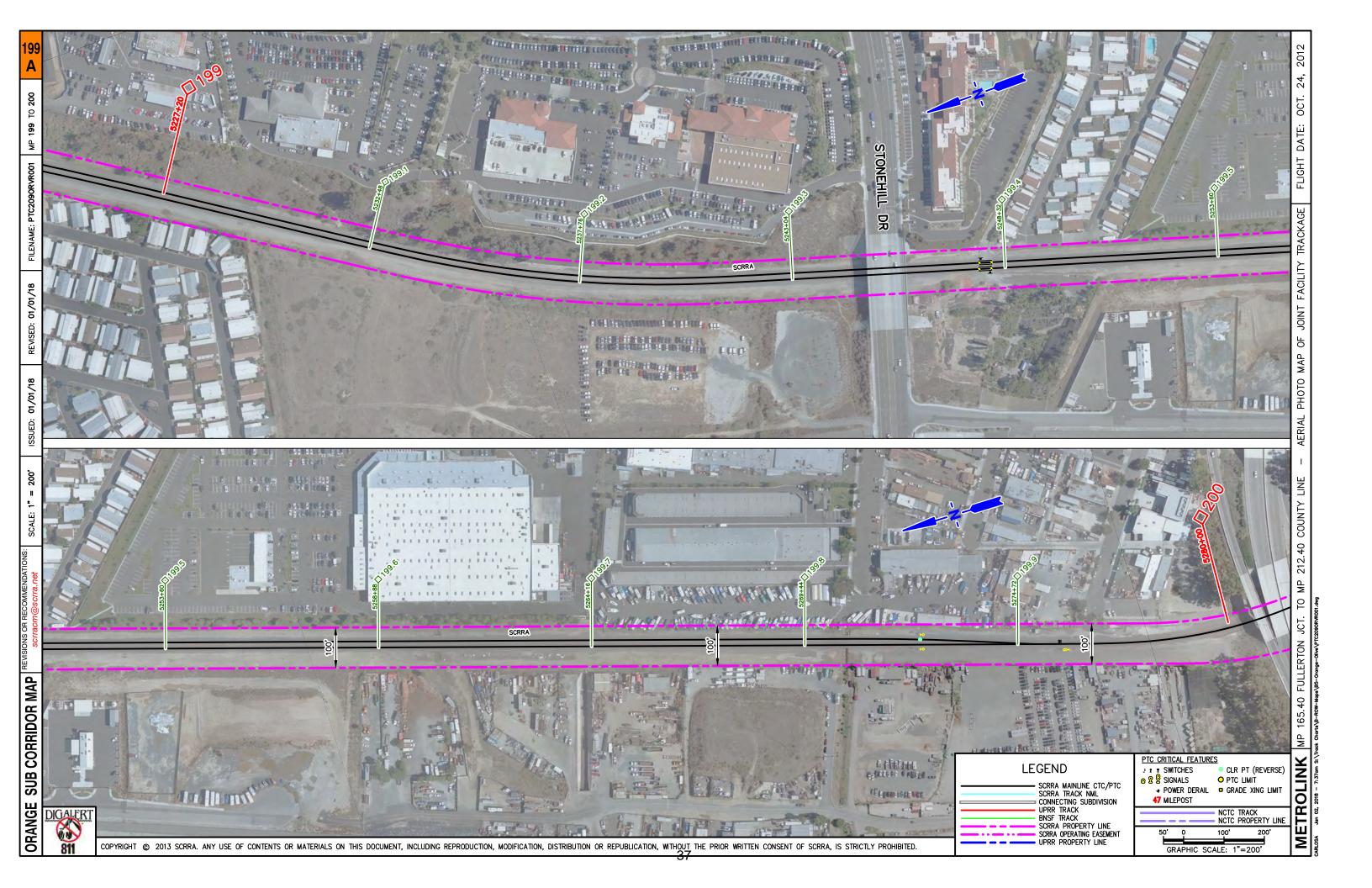


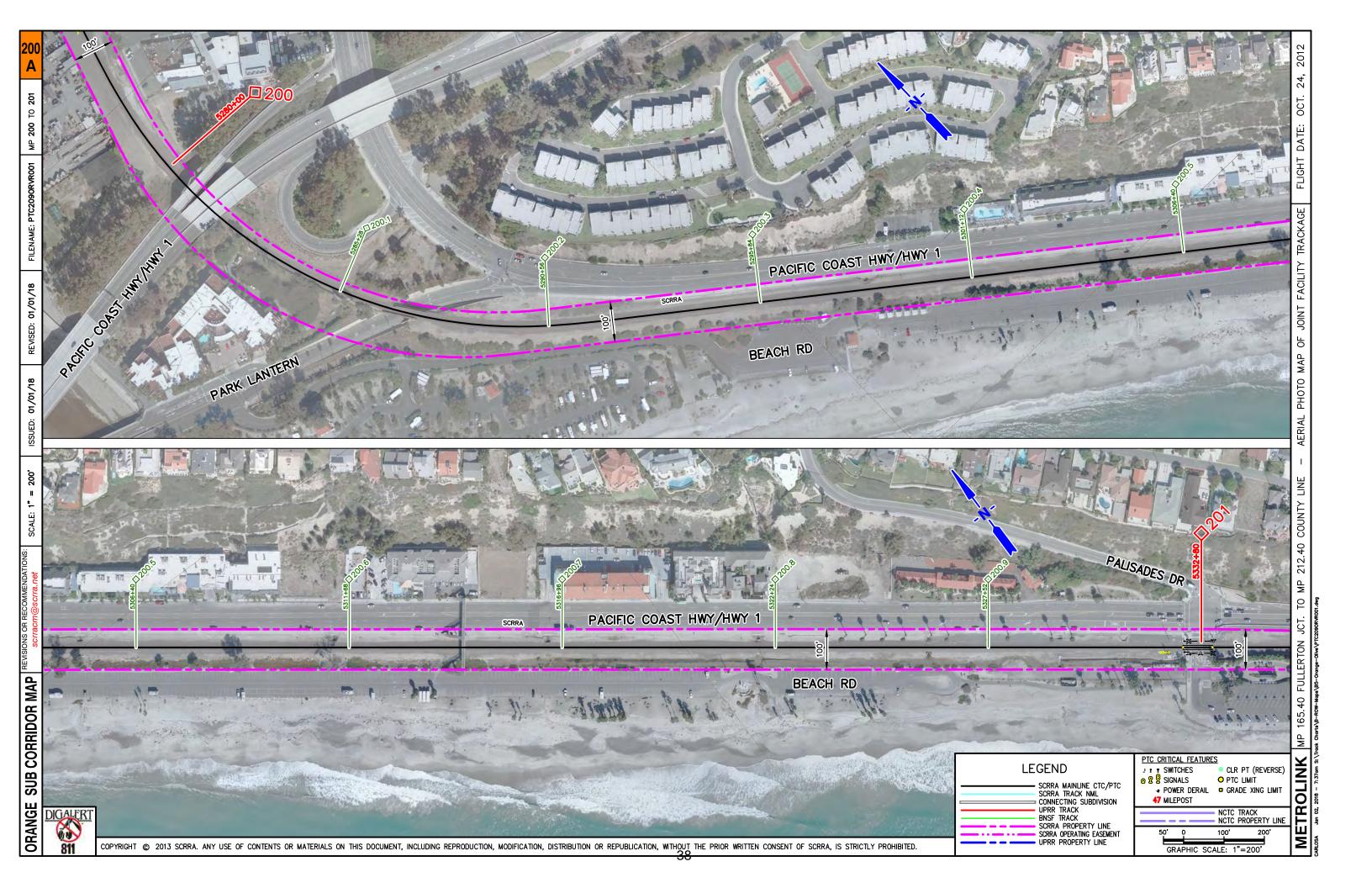


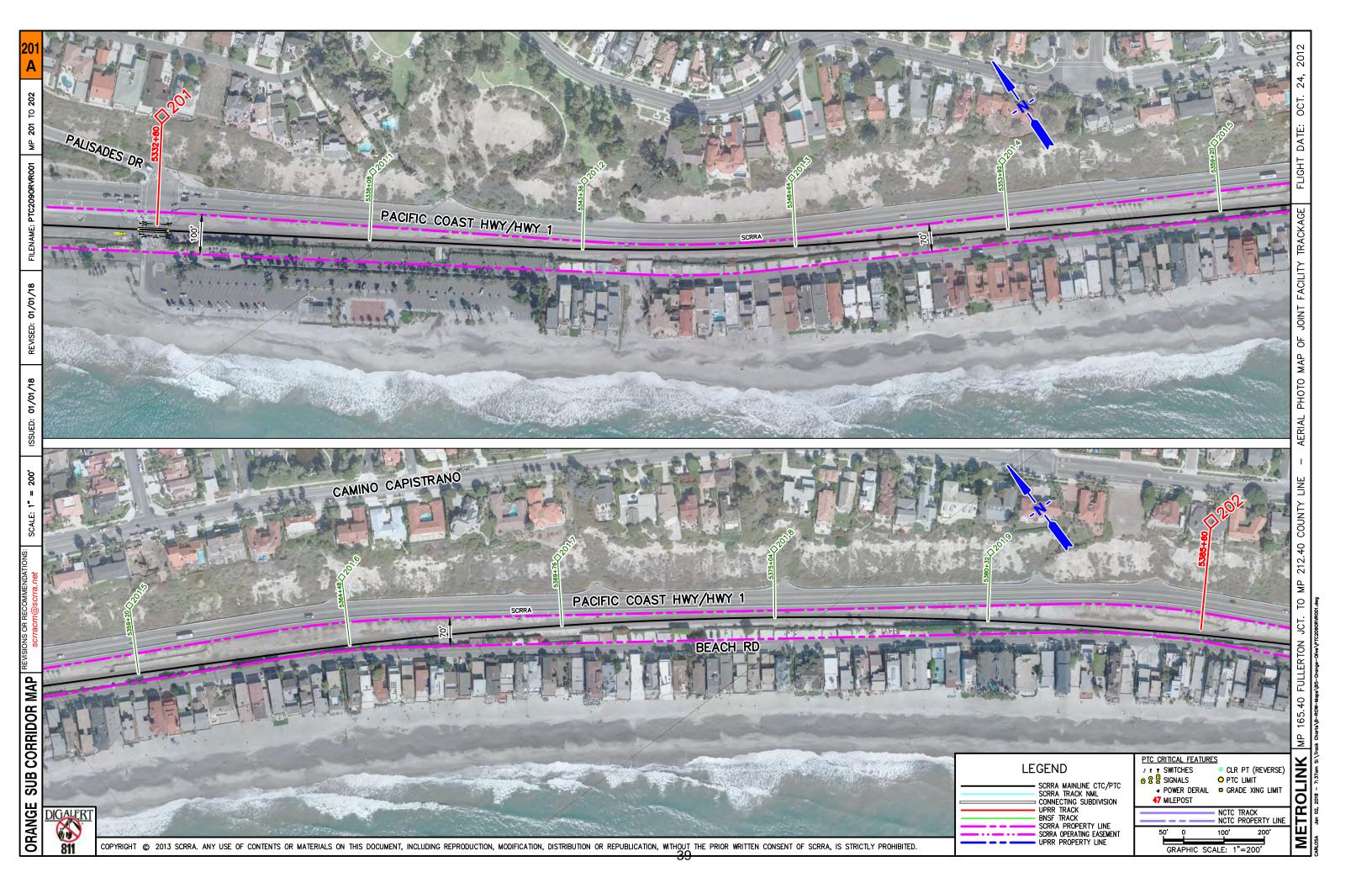




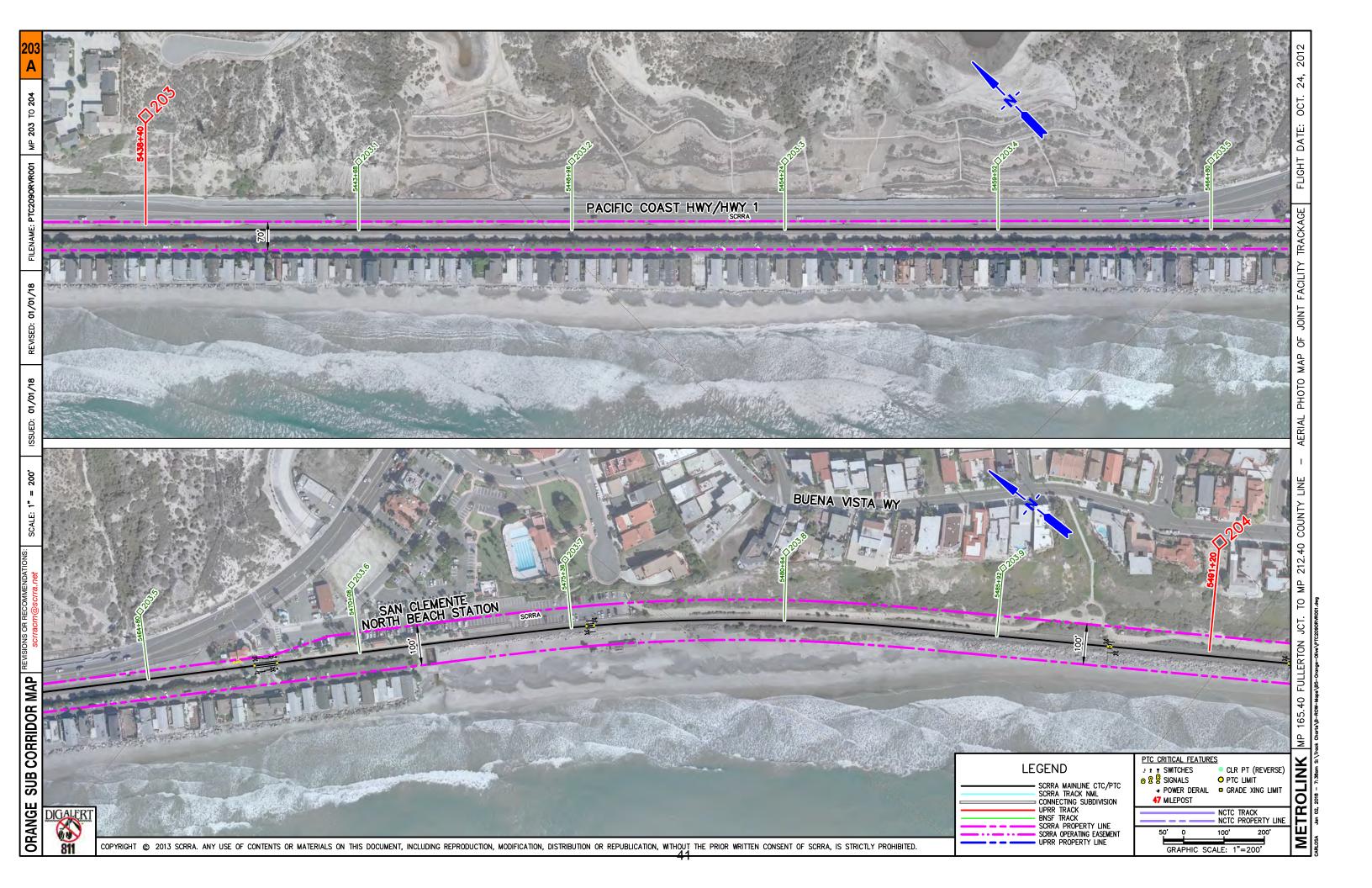


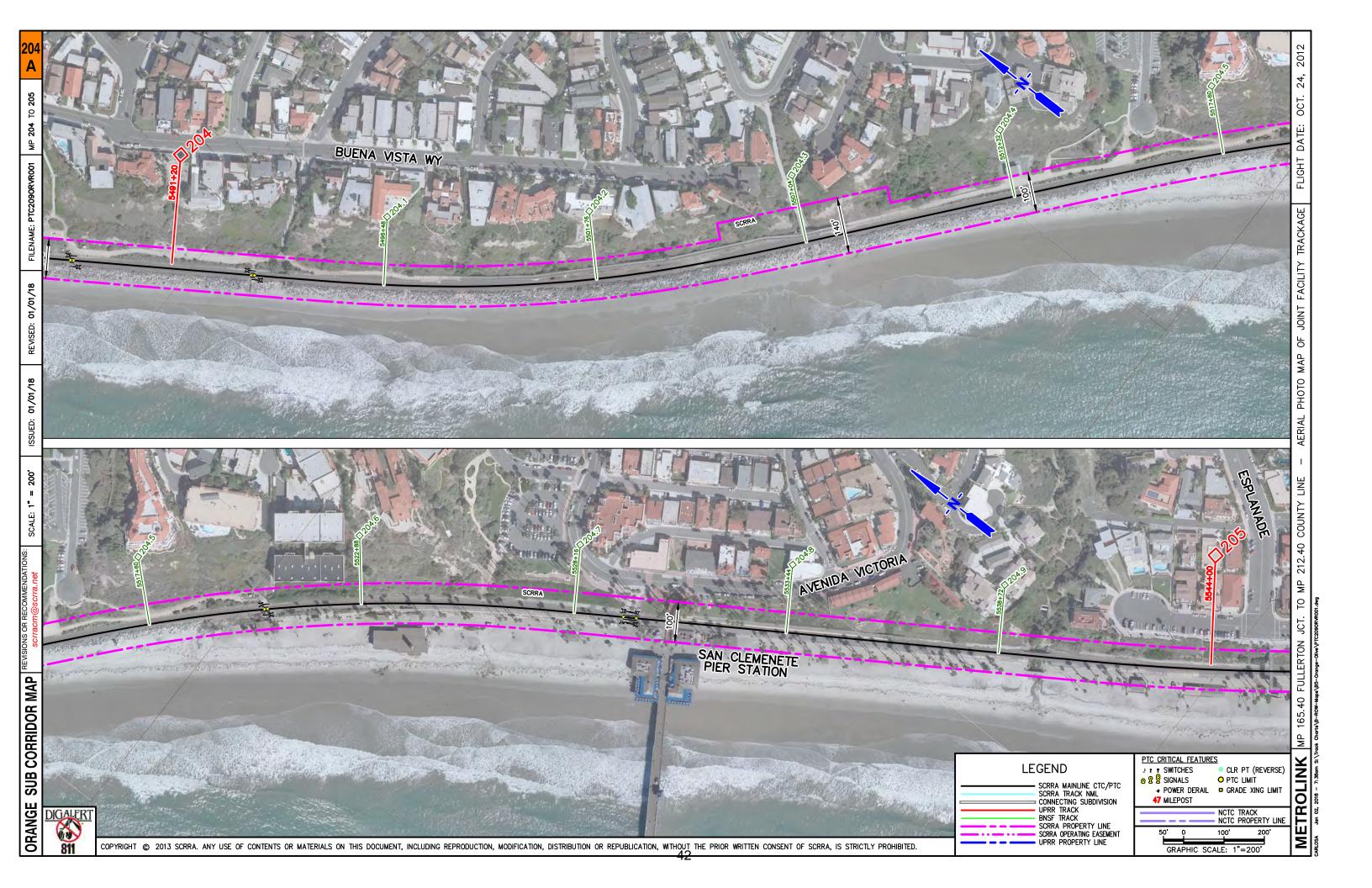




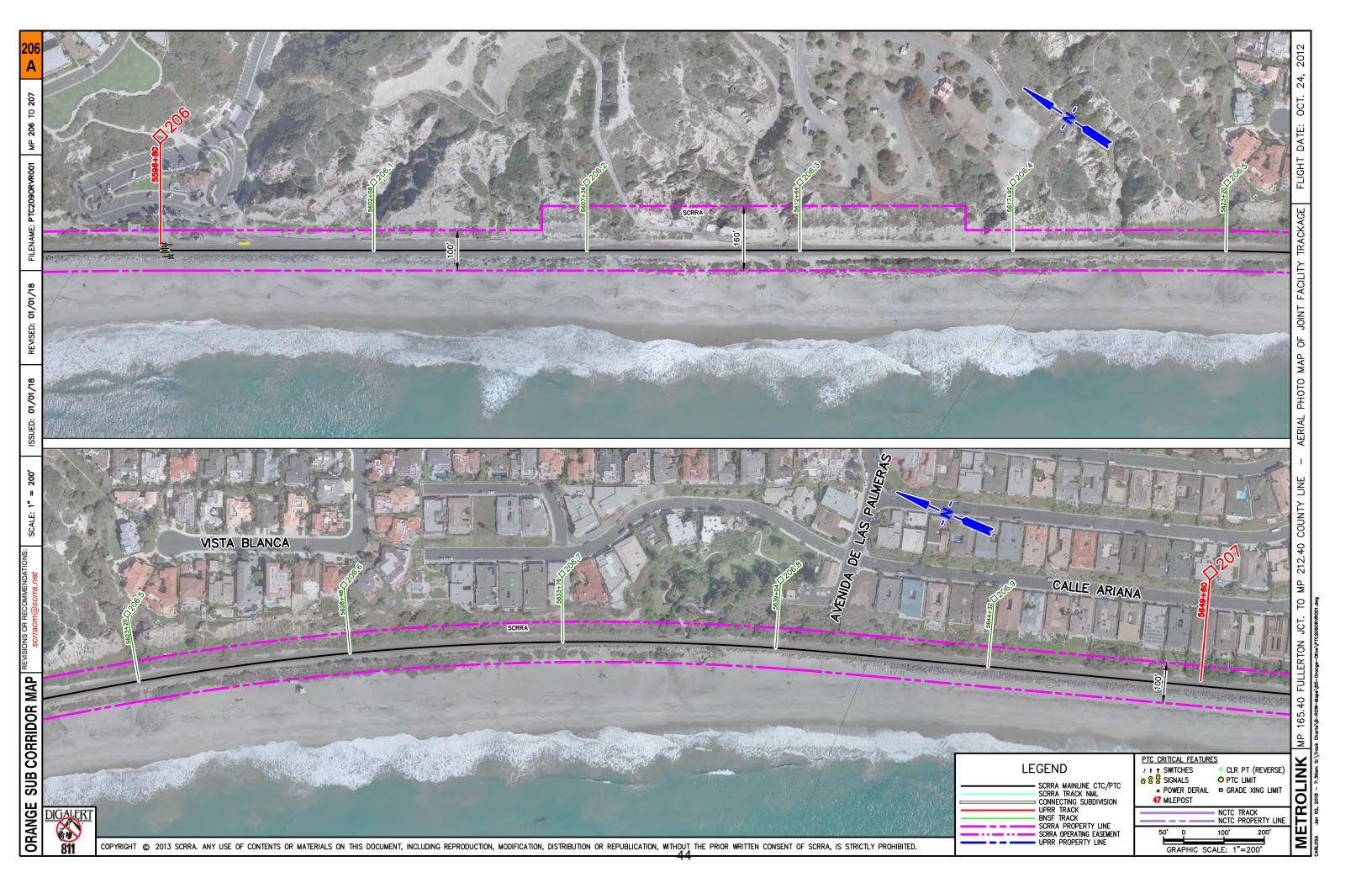


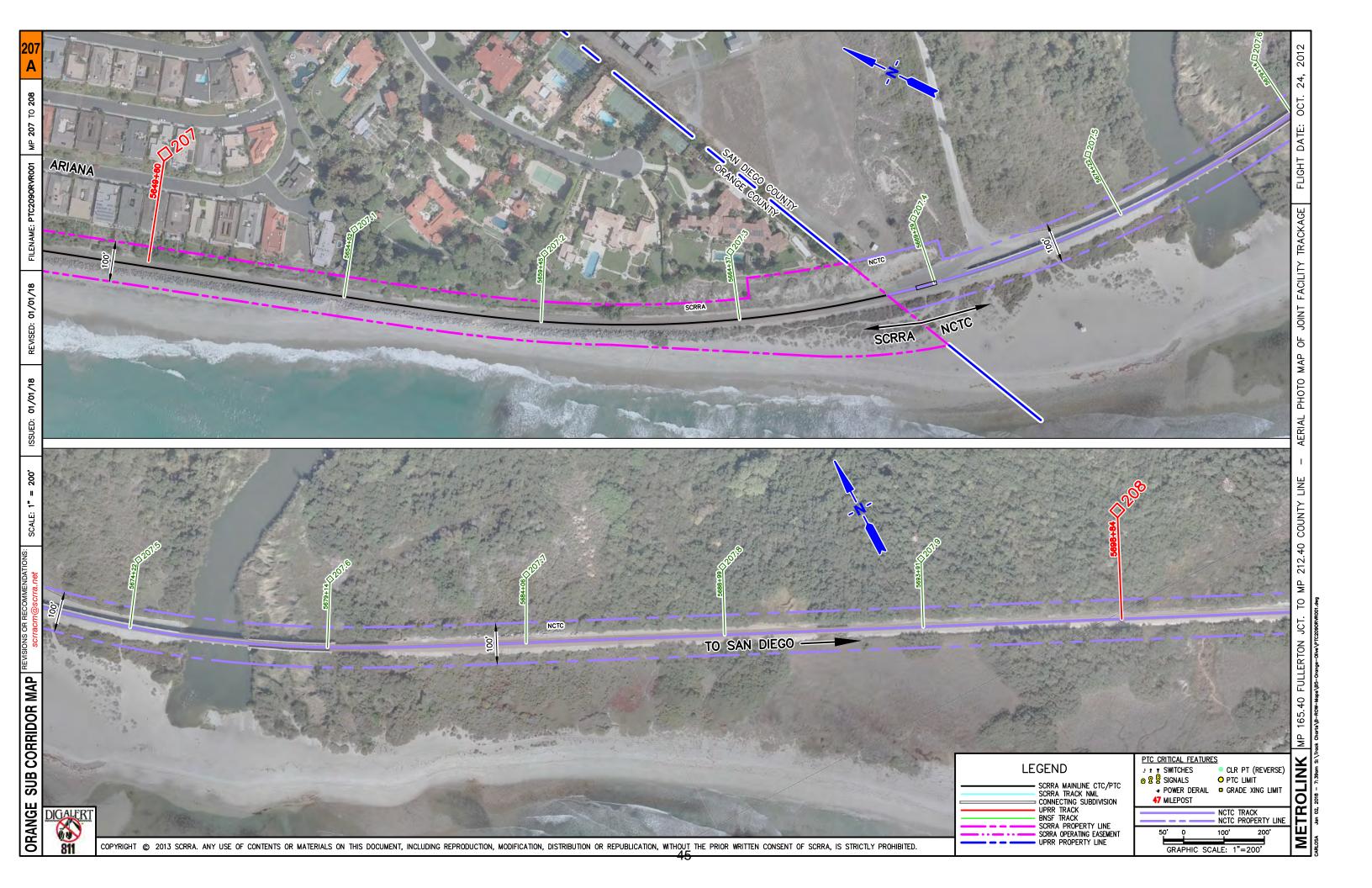


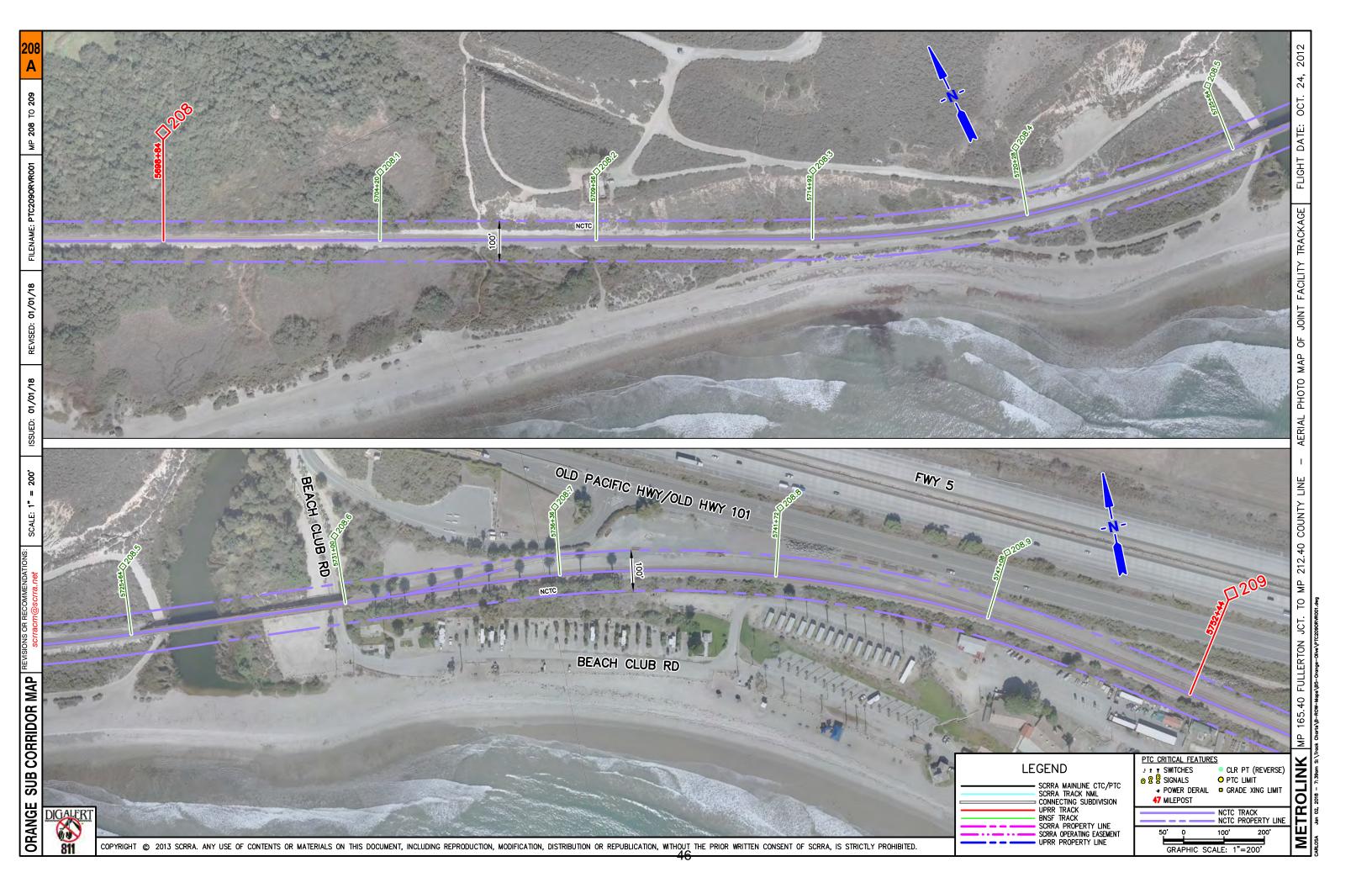


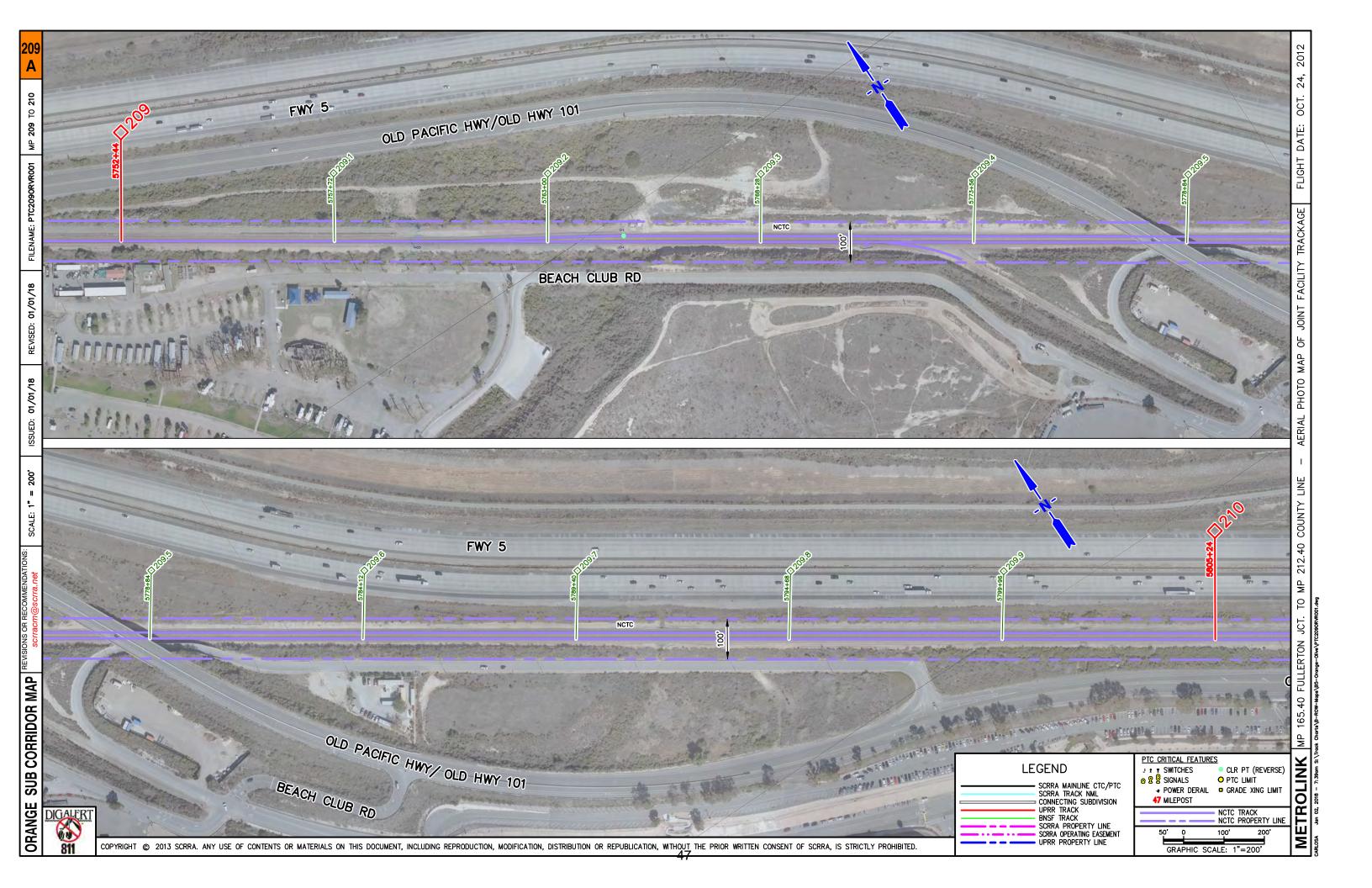


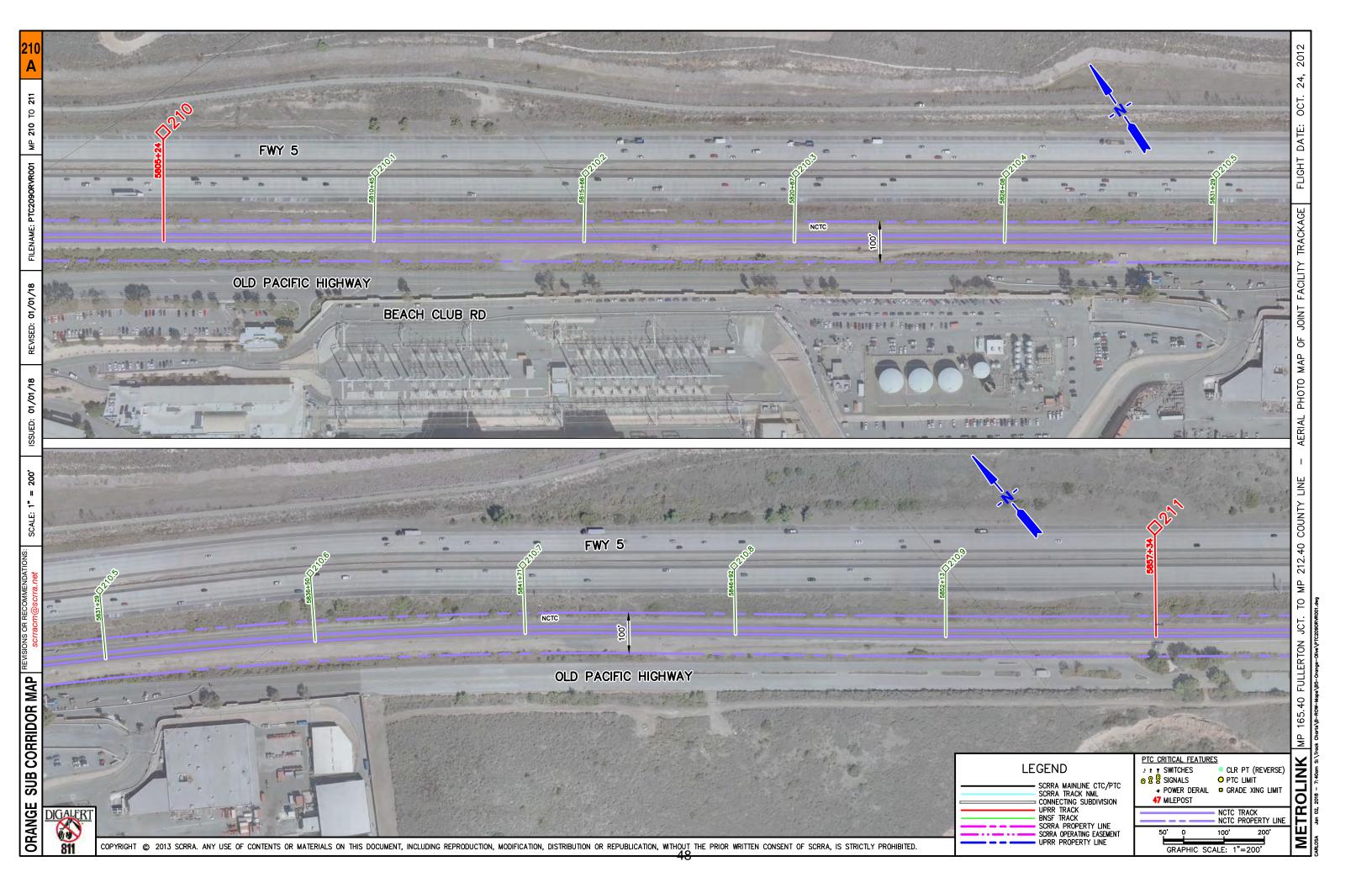


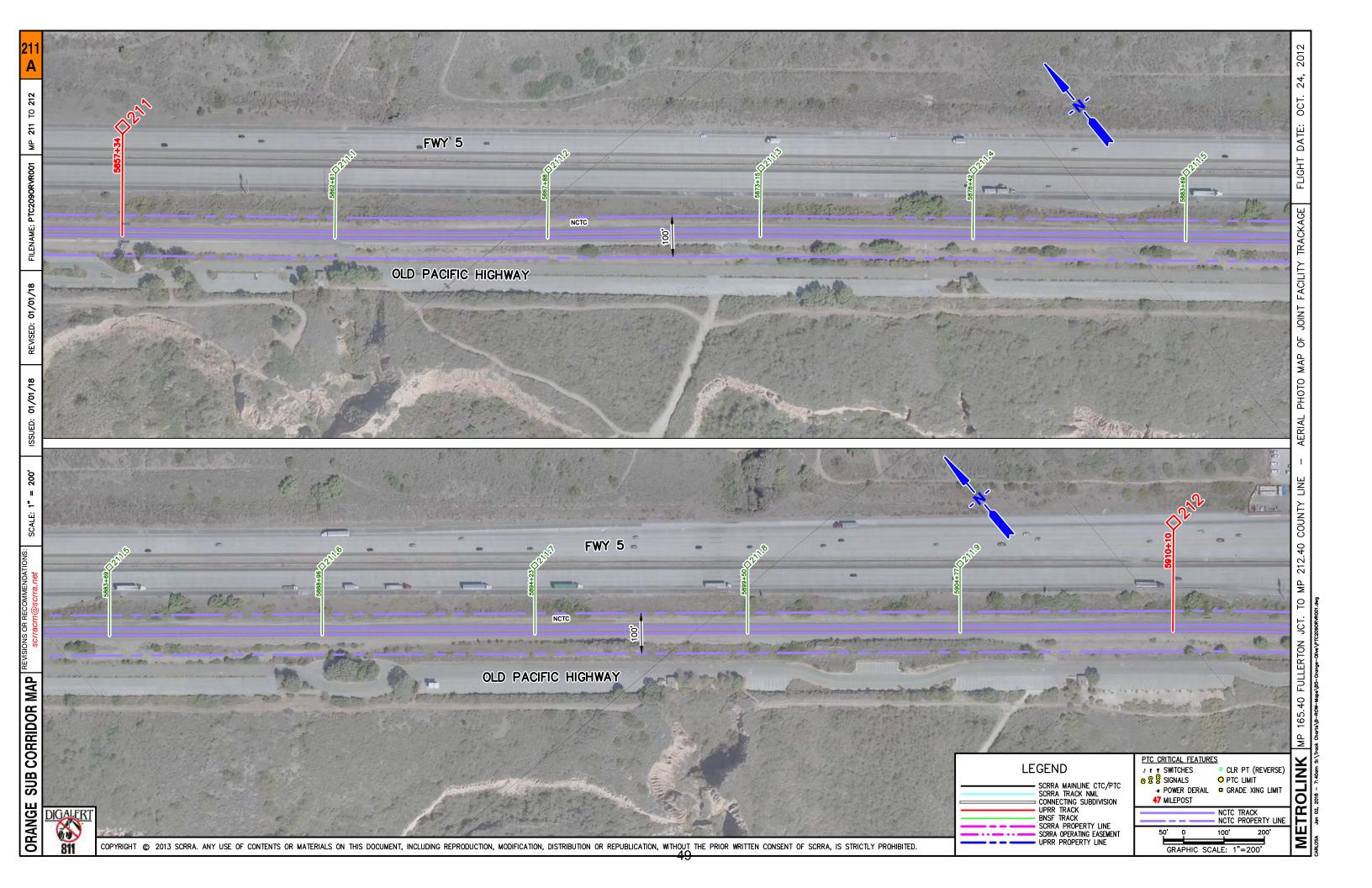


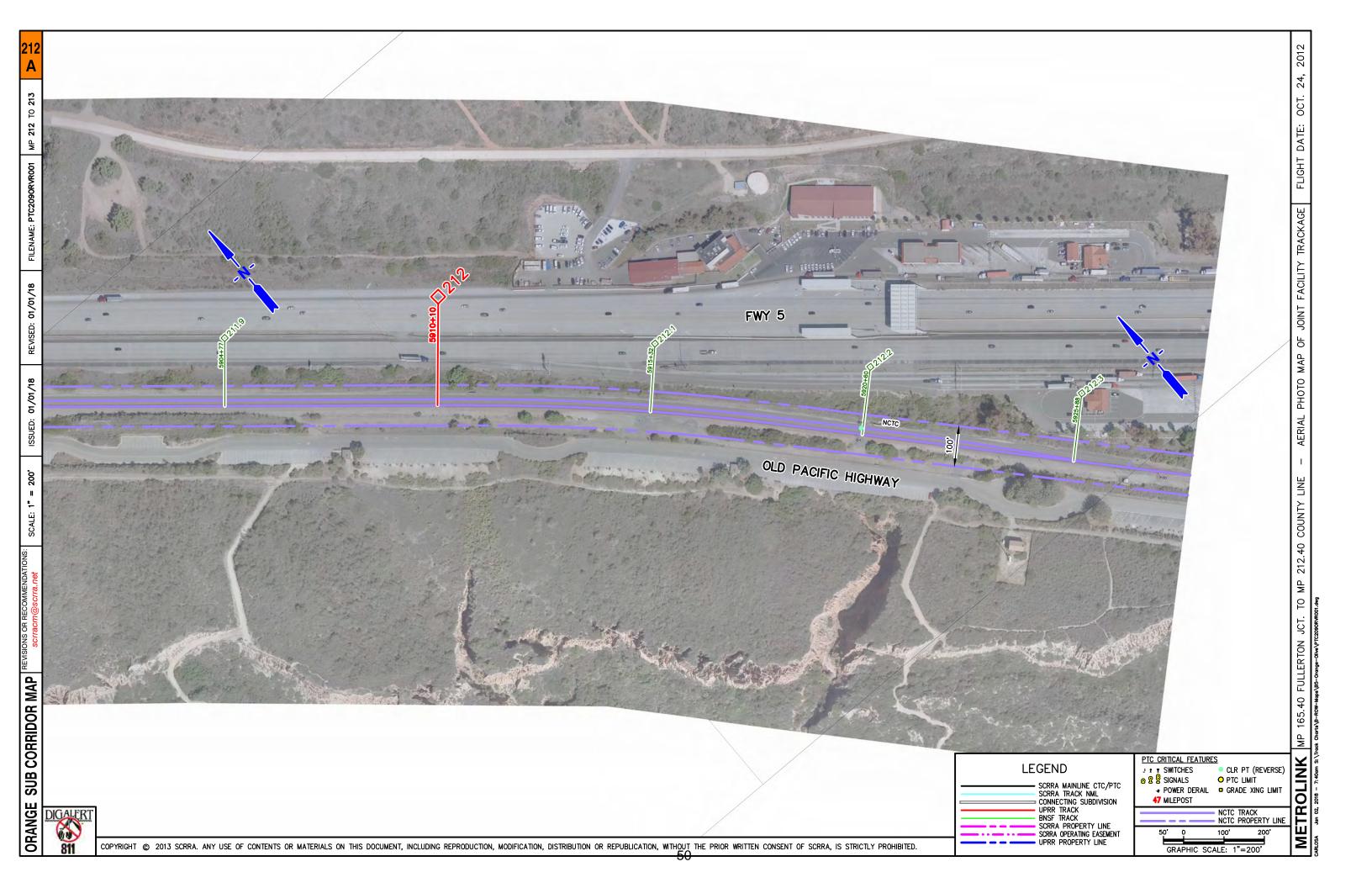












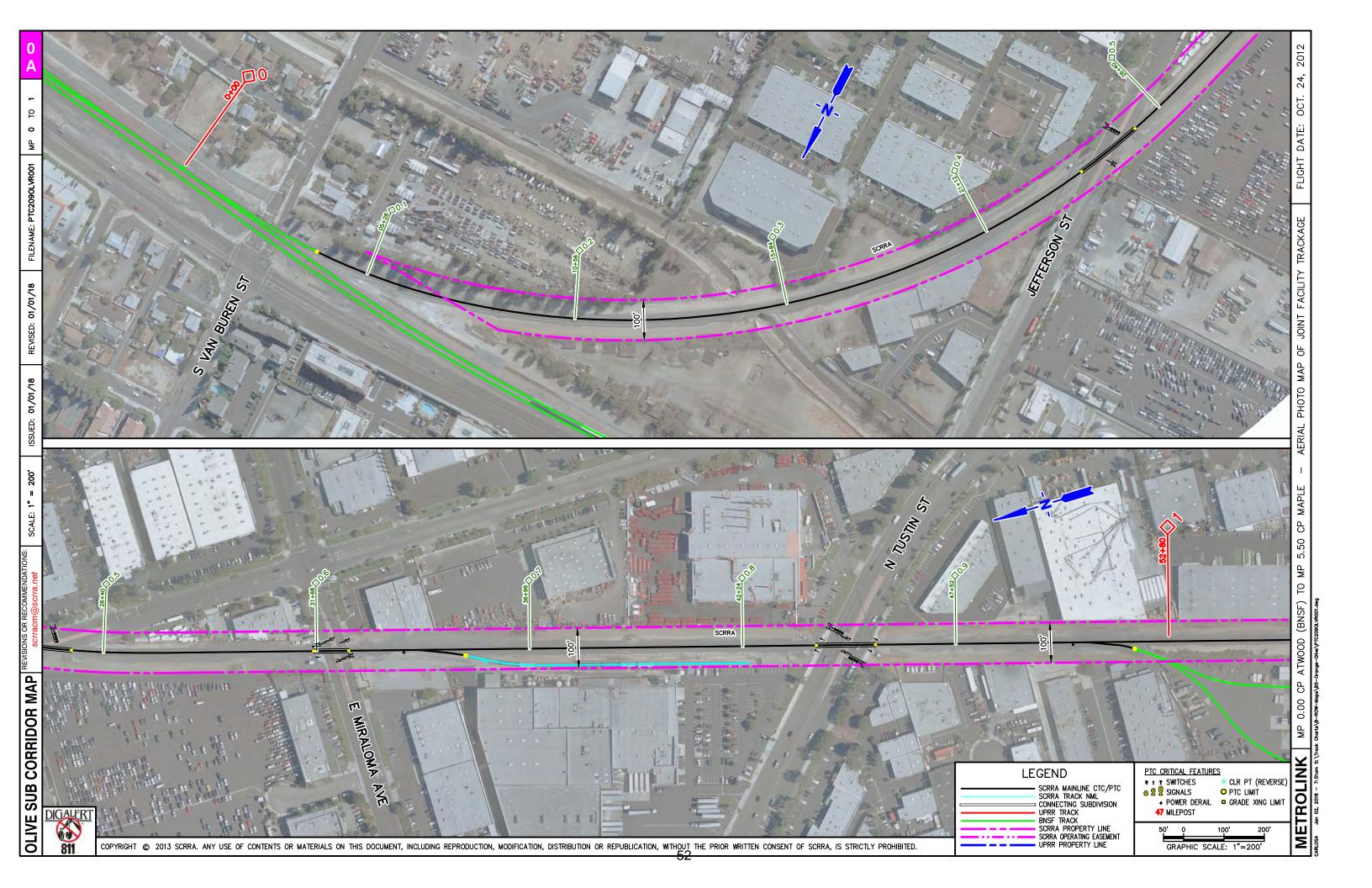


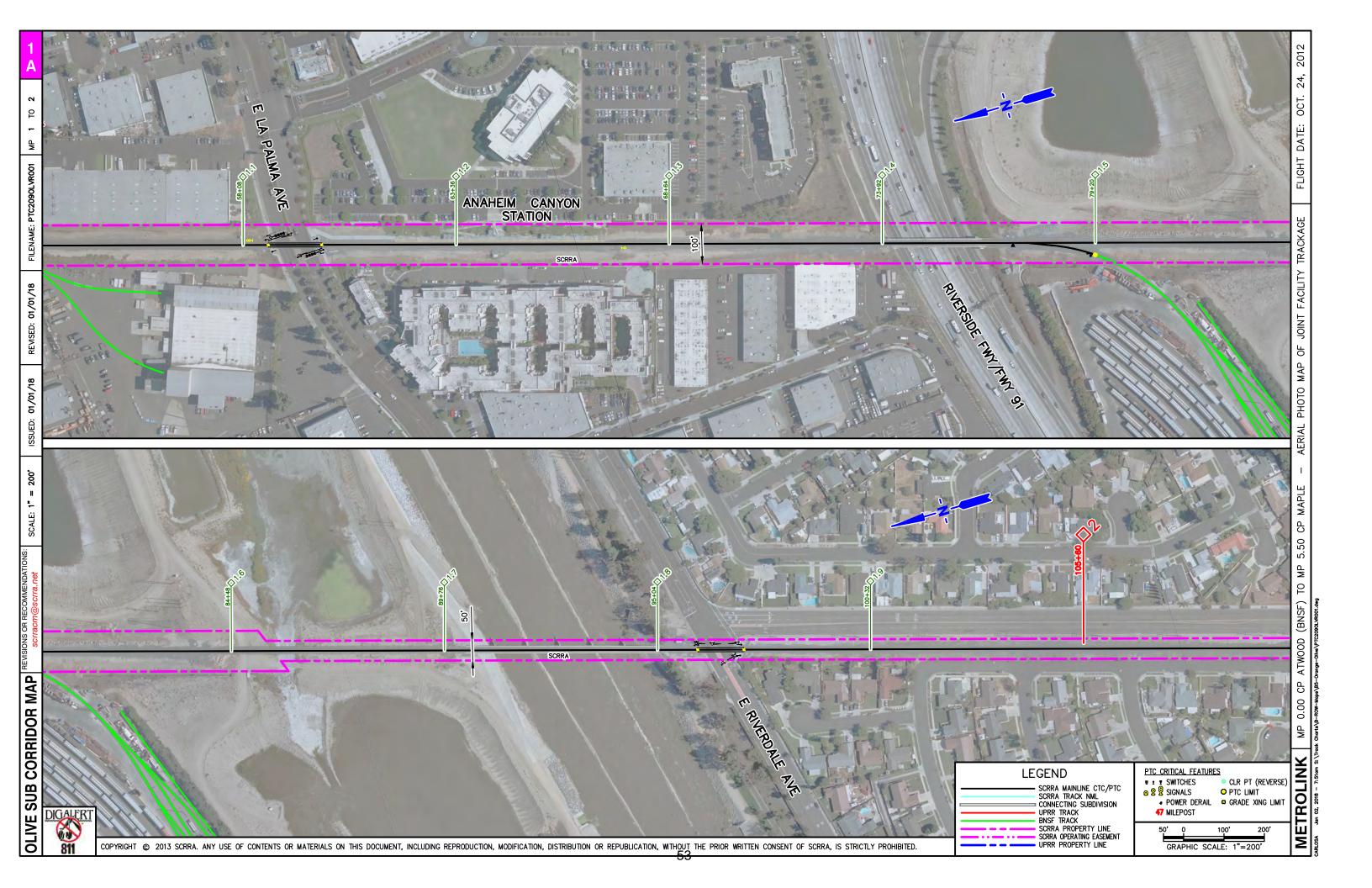
OLIVE SUBDIVISION

CP ATWOOD (BNSF)
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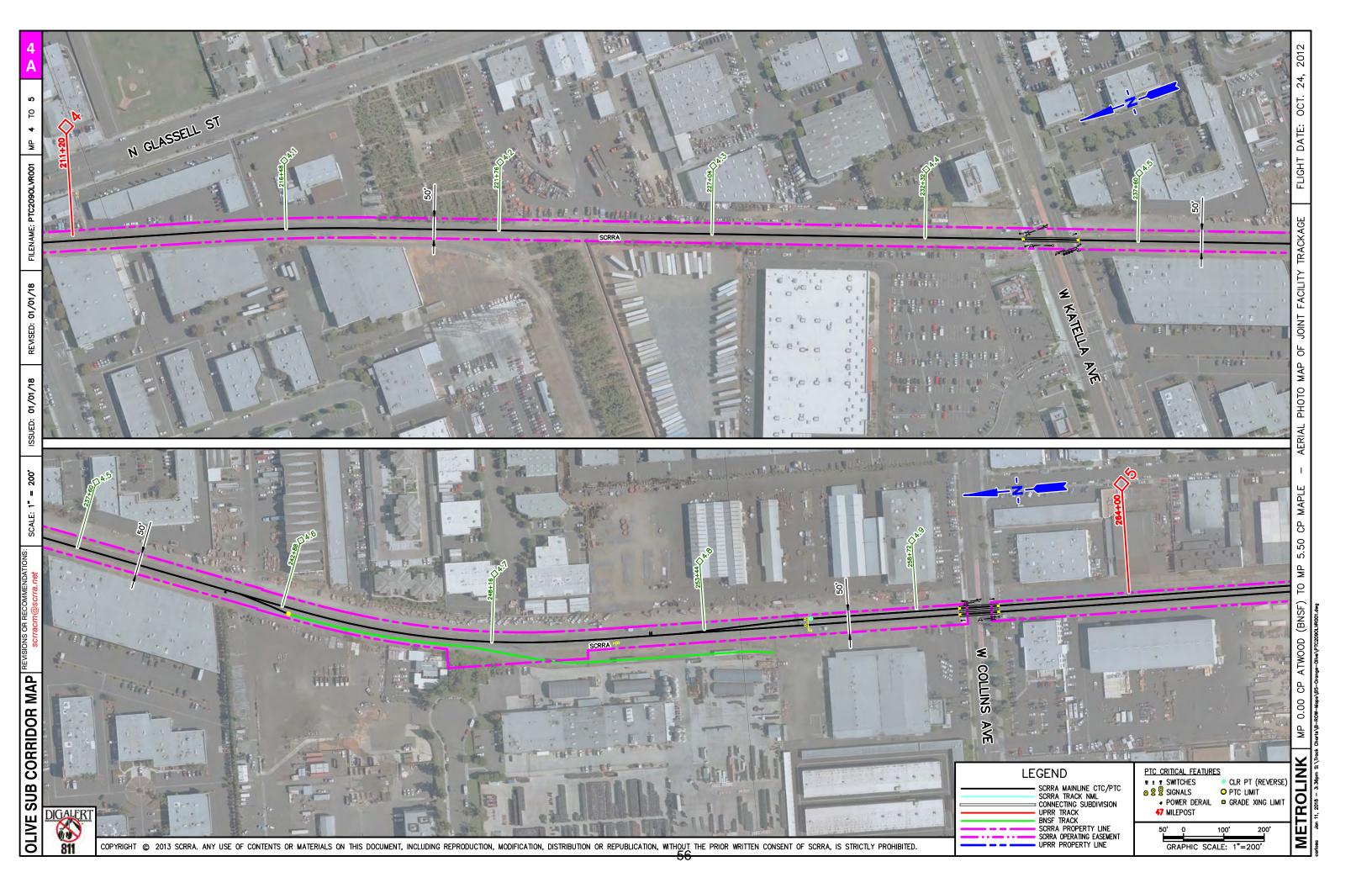
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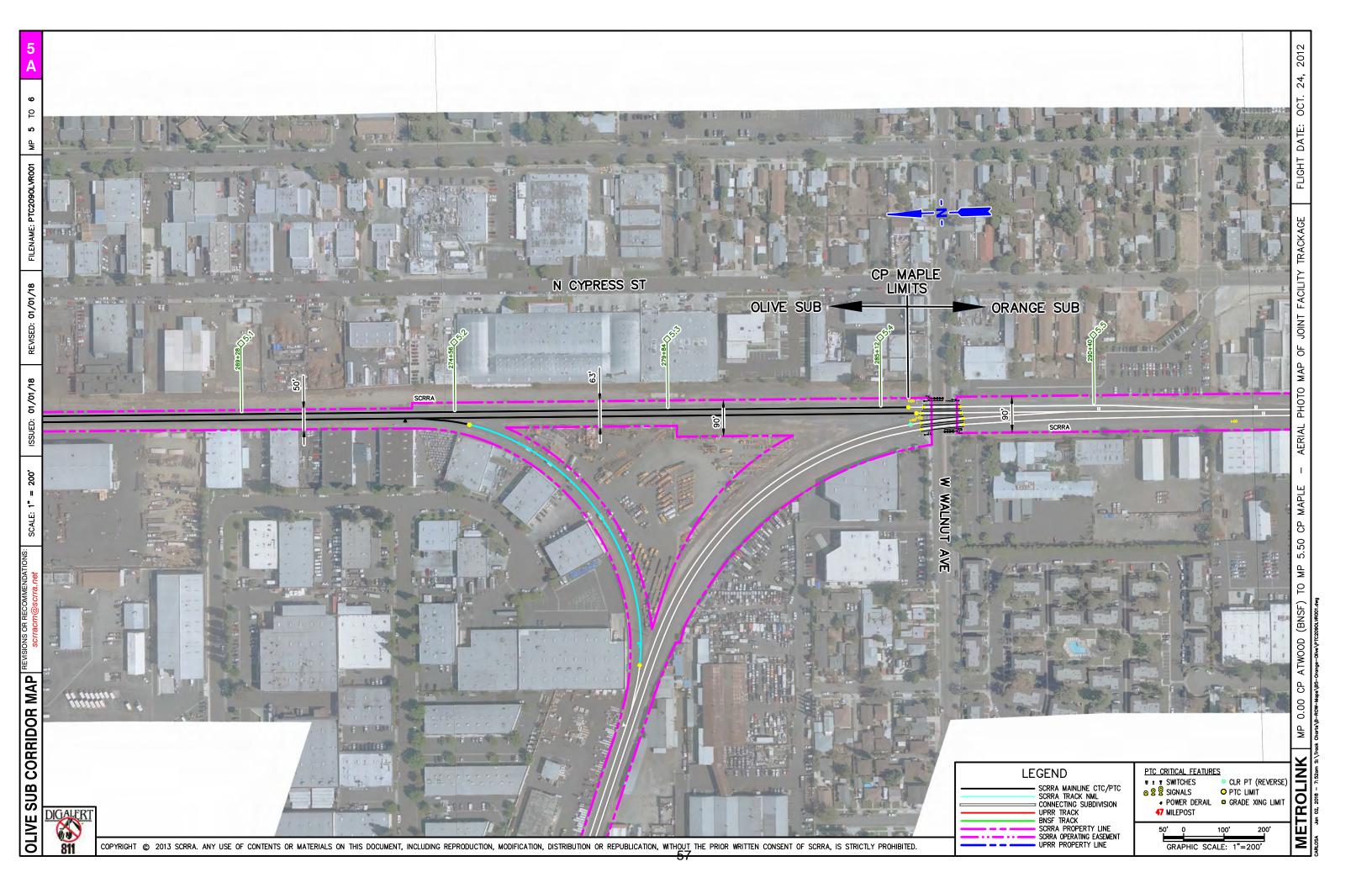












REQUEST FOR PROPOSALS (RFP) 1-3684

MAINTENANCE SERVICES FOR OPERATING RAILROAD RIGHT-OF-WAY



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

Key RFP Dates

Issue Date: September 13, 2021

Pre-Proposal Conference Date: September 21, 2021

Question Submittal Date: September 28, 2021

Proposal Submittal Date: October 13, 2021

Interview Date: November 17, 2021

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September 13, 2021

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3684: "MAINTENANCE SERVICES FOR OPERATING

RAILROAD RIGHT-OF-WAY"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (OCTA, or Authority) invites proposals from qualified CONTRACTORS to provide Right-of-Way (ROW) maintenance services on OCTA-owned active railroad corridor. The CONTRACTOR shall maintain the appearance of the property, facilities, and structures (bridges, retaining walls and signs); maintain compliance with Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), and the various municipal code requirements of the local agencies within the County of Orange. The budget for this project is \$9,635,364 for a 5-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 13, 2021.

Offerors are advised that Authority is now accepting proposals electronically.

Proposals must be received by Authority at or before 2:00 p.m. on October 13, 2020, in accordance with the instructions below.

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before 2:00 p.m. on October 13, 2021. Offerors are instructed to visit the link, select "RFP 1-3684" from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

i

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

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

To receive all further information regarding this RFP 1-3684, 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:

Maintenance Services - Facility Rail Services

Commodity:

Landscaping Services

Rail - Landscaping Services Rail - Property Management

Services

Rail - Right of Way

Maintenance

Rail Systems Operations and

Management

A pre-proposal conference will be held via tele-conference on **September 21**, **2021** at **9:00 a.m.** Prospective Offerors may call-in using the following credentials:

Call-in number: (714) 560-5666

Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a preproposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to callin to the pre-proposal conference.

The Authority has established November 17, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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



SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via tele-conference on **September 21**, **2021** at **9:00 a.m.** Prospective Offerors may call-in using the following credentials:

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B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Robert Webb, Principal Contracts Administrator Contracts Administration and Materials Management Department 600 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

Phone: 714.560.5743, Fax: 714.560.5792

Email: rwebb@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on September 28, 2021.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: rwebb@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 5, 2021. Offerors may download responses from CAMM NET at https://cammnet.octa.net, or request responses be sent via U.S. Mail by emailing or faxing the request to Robert Webb, Principal Contracts 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:

Maintenance Services - Facility Rail Services

Commodity:

Landscaping Services
Rail - Landscaping Services

Rail - Property Management

Services

Rail - Right of Way

Maintenance

Rail Systems Operations and

Management

Inquiries received after 5:00 p.m. on September 28, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted electronically through the following URL link: https://www.octa.net/Proposal Upload Link at or before 2:00 p.m. on October 13, 2021. Select "RFP 1-3684" from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. Acceptance of Proposals

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

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to 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;
- Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

L. 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"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

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

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

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

d. Exceptions/Deviations

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

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

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 time and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

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

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has

either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

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SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm

20%

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

2. Staffing and Project Organization

25%

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

3. Work Plan

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

4. Cost and Price

25%

30%

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established November 17, 2021, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from

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

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The 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, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. 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.





SCOPE OF WORK RIGHT OF WAY MAINTENANCE SERVICES OCTA Owned Rail Right of Way

1 BACKGROUND

The Orange County Transportation Authority (OCTA) owns and maintains approximately 47 miles of the operating railroad Right-of-Way (ROW), with 42 miles along the Orange Subdivision and 5.5 miles along the Olive Subdivision. This active railroad corridor is operated by the Southern California Regional Rail Authority (SCRRA), for the Metrolink commuter trains, the National Railroad Passenger Corporation's (Amtrak) passenger trains, freight trains by the BNSF Railway Company (BNSF), and the Union Pacific Railroad Company (Union Pacific).

To allow for the safe and efficient operation of passenger and freight trains, the railroad ROW needs to comply with Federal, State, and local regulations regarding weed abatement, fire prevention, and nuisance liability standards.

The CONTRACTOR is responsible to maintain the ROW of the following territories on an as needed basis:

Orange Subdivision:

Operating railroad ROW, 42 miles, beginning at Fullerton Junction (mile post (MP) 165.44) just south (Railroad (RR) east) of the Fullerton Metrolink Station and ending at the Orange/San Diego County line (MP 207.4), just north (RR west) of San Onofre. With train speeds up to 90 mph, this active, operating rail line is utilized by Metrolink, Amtrak, BNSF, and Union Pacific trains. [See attachment B-1 for Metrolink ROW track chart-Orange Subdivision]

Olive Subdivision

Operating railroad ROW, 5.5 miles, beginning at Atwood (MP 0.0), in the city of Placentia, running 5.5 miles south (RR west), ending at CP Maple (MP 5.5), in the city of Orange. With train speeds up to 60 mph, this active, operating rail line is utilized by Metrolink commuter trains and BNSF freight trains. [See attachment B-1 for Metrolink ROW track chart-Olive Subdivision]

The average width of the railroad ROW is 50 feet; however, widths of between 12.5 feet to 300 feet will be encountered.

2 WORK TO BE PERFORMED

The CONTRACTOR shall provide ROW maintenance services on OCTA-owned active railroad corridor. The CONTRACTOR shall maintain the appearance of the property, facilities, and structures (bridges, retaining walls and signs); maintain compliance with Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), and the various municipal code requirements of the local agencies within the County of Orange.

Services shall consist of but not limited to, weed abatement & vegetation control (fire hazard prevention), herbicide & pesticide applications, removal of debris & trash, fencing installation and/or repairs, drainage and/or erosion repairs, graffiti abatement & control, tree trimming & removals, and installation/maintenance/repair of railroad signage. The CONTRACTOR shall provide all materials and equipment for the services specified above.

The CONTRACTOR shall furnish all labor, materials, tools, equipment, services, and special skills for the services specified above.

Services includes maintenance of the contiguous public street ROWs as required by local codes (e.g., from edge of owned ROW to the curb line of an adjoining street). Track or signal maintenance is not within this scope. This work is non-exclusive, and OCTA reserves the right to allow for other contractors to propose on emergency maintenance activities, affecting railroad operations, which may include hours outside of defined work week.

2.1 WEED ABATEMENT & VEGETATION CONTROL

The purpose of this service is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed six inches in height within the ROWs and shall be kept at three inches when 0 feet to 100 feet from structures. Weed abatement shall be by mowing, mechanical weed trimmer or hand tool removal, to augment the herbicide program. Contractor shall dispose of vegetation and/or weeds (including cut brush).

Decorative landscaping, erosion control, vegetation, and natural vegetation in open space areas, which is more than 20 feet from centerline of track, will be removed at the direction of OCTA's Project Manager.

2.2 CLEAN-UP OF DEBRIS AND TRASH (NON-HAZARDOUS WASTE)

The CONTRACTOR shall pick-up all debris and trash, on the ROWs, and will remove and dispose of vegetation and refuse at specified dump sites within Orange County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, and bagged or loose trash. Individual items will be handled manually within Occupational Safety and Health Administration (OSHA) guidelines. Items removed which may be potentially hazardous, must be done so appropriately, under such guidelines.

All dump fees associated with maintenance services on the ROWs will be reimbursed at cost.

2.3 FENCE INSTALLATION, REPAIRS, AND MINOR UPGRADES

Work shall consist of new fence installation, repair to existing, and incidental upgrades to welded wire mesh, chain link, post and cable, expanded metal, and any other fencing or barrier repairs as may be required. The frequency of fence repair is dependent upon vandalism and/or accidents, which occur along the ROW. New fence material shall be chain link, welded wire mesh, or an OCTA-approved equal. New fence installation will be at the direction of OCTA's Project Manager.

2.4 DRAINAGE SYSTEM AND MAINTENANCE REPAIRS

The CONTRACTOR shall remove silt, drift, and/or obstructions, from drainage channels, and restore erosion damage, upon direction of OCTA's Project Manager. The removal of vegetation and/or debris will be done in a manner which preserves the functional performance of all drainage facilities and in a manner that does not create depressions in the ground capable of ponding water. The CONTRACTOR will also be required to maintain OCTA's railroad ROW vehicular access roads, removing any obstructions and repairing erosion damage.

The CONTRACTOR shall place erosion prevention materials (e.g., sandbags, silt fence, and fiber rolls) along areas of ROW where potential flooding of adjacent properties may occur at OCTA's Project Managers direction. This shall be done prior to any inclement weather, if possible. OCTA's Project Manager may request CONTRACTOR'S crew work outside of normal scheduled days during times of excessive inclement weather.

The CONTRACTOR may use rip-rap, (cut or fill) slopes, or construct retaining walls to prevent or to mitigate erosion or slope failures.

2.5 GRAFFITI ABATEMENT & CONTROL

The CONTRACTOR shall control graffiti through painting or cleaning on structures, walls, fences, signs, bridges, and abutments, under the direction of OCTA's Project Manager. Paint shall be applied by roller, brush, or spray apparatus (including extension arms from 10 feet to 25 feet), when requested. The CONTRACTOR shall use water-based paint, except on roadway signs, where chemical cleaners will be used (CONTRACTOR will consult with OCTA's Project Manager for situations where cleaning is ineffective and may be directed to utilize other cleaners or to apply aluminum paint). Application of paint or cleaning of graffiti will be performed so as to preserve railroad operating information on signs, and structures (only as directed) (e.g., speed signs, milepost signs, and roadway signs). Graffiti removal on aluminum signal houses and apparatus' will be handled by SCRRA Signal forces.

2.6 TREE TRIMMING AND REMOVALS

The CONTRACTOR shall trim and/or remove trees in order to maintain clear visibility of railroad signals and grade crossings, as well as those on OCTA's property causing harm to adjacent property/facilities. Work will consist of tree trimming and/or removals, occasional tree replanting, pole line removal, and transport and brush removal. Due to the inaccessibility of certain properties, some trees may need to be climbed with the aid of ropes and others may require use of boom truck with a standard bucket lift, to be trimmed. Fall Protection shall be used where required.

The CONTRACTOR shall fully understand and comply with the applicable safety standards and maintain required documentation available at the scope task site for review by OCTA's representative.

2.7 MAINTENANCE, REPAIR AND/OR NEW INSTALLATION OF PROPERTY SIGNS

Maintenance of existing property signs within the OCTA-owned property shall consist of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Repair will consist of correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repair to existing signage is required prior to replacing with new. The CONTRACTOR shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task. Installation of new signs will be at the direction of OCTA's Project Manager.

2.8 HERBICIDE AND PESTICIDE APPLICATION

Herbicide and pesticide application, if needed, will be on a case-by-case basis. The CONTRACTOR shall perform duties to verify specifications for herbicide and pesticide use and application are up-to-date and represent current best practices. The CONTRACTOR shall provide OCTA a work plan to indicate CONTRACTOR efforts to comply with all applicable State regulations concerning herbicide and pesticide use. Application must be completed by a licensed Applicator. All personnel shall be licensed by the State of California. OCTA's Project Manager will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. OCTA will identify areas that require Herbicide Control.

A State of California, Department of Pesticide Regulation (CDPR) license is required and a hazardous chemical control plan. All employees shall have documented training of pesticides and herbicides use Health Safety and Environmental training by a qualified instructor and a current hazardous communication program (CCR Title 8, Section 5194). The hazardous chemical control plan shall be prepared by a qualified professional and OCTA reserves the right to require a Certified Safety Professional (CSP), or a Certified industrial Hygienist (CIH) to develop or approve the plan.

Regarding weather conditions, any chemicals shall be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. When water is required to increase pesticide efficiency, it shall be applied only in quantities that each area can receive without excessive runoff.

OCTA's Project Manager shall be notified at least one week in advance of the time set for application of any chemicals so that an OCTA representative may witness the application. The notification shall include all related Material Safety Data Sheet certifications for all herbicides, pest control, and other chemical materials.

2.9 ADDITIONAL WORK

The CONTRACTOR may perform work that is outside the Scope of Work deemed to be Additional Work. The CONTRACTOR shall not be obligated to perform any Additional Work without its prior written consent to the nature and extent of the Additional Work. Additional Work shall not be limited to the railroad ROW and may be requested at any property to which OCTA has property

rights. Additional Work may consist of but not limited to; station platform repairs, slope restoration(shotcrete), construction of barriers and walls to prevent trespassing, etc.

3 LABOR SKILLS AND STANDARDS OF PERFORMANCE

These performance standards shall apply to the CONTRACTOR in the performance of any subsequent work or specialized trades herein, including any SUBCONTRACTOR(S) that may be employed by the CONTRACTOR.

Failure to begin and diligently prosecute the services as further described herein may be considered grounds for termination of the contract. It will be the CONTRACTOR'S responsibility to obtain the necessary labor, materials, and/or subcontractor resources to complete the assignment(s).

If any person employed by the CONTRACTOR, or employed as a SUBCONTRACTOR, should fail or refuse to carry out the work or shall appear to be incompetent or to act in a disorderly manner, he/she shall be discharged immediately upon the request of the OCTA, and such person shall not again be employed for any of the services required for the OCTA.

The CONTRACTOR is responsible for determining the correct number of personnel (estimated at four plus a foreman), labor classifications, and equipment necessary to complete the work.

3.1 KEY PERSONNEL

The CONTRACTOR shall provide resumes of proposed qualified staff and references, as indicated.

3.1.1 PROJECT MANAGER

Duties:

Serves as the point of contact for OCTA staff for all matters relating to the Agreement. Reviews annual budget, work plan, training schedule, and invoices. Supervises, promotes, manages, transfers, and disciplines CONTRACTOR staff and arranges with OCTA for replacement personnel in the event of vacancies.

Minimum Requirements:

- Desirable eight years' experience in supervising or directing the work of others engaged in railroad ROW maintenance and five years' experience in managing construction and/or maintenance.
- Knowledge of training and safety requirements needed for working within the operating railroad ROW.
- Knowledge of the safe and proper procedures for maintenance within operating railroad environment.
- Knowledge of the safe and proper procedures hand and power tools maintenance equipment.

 Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.

3.1.2 SUPERVISOR/FOREMAN

Duties:

The CONTRACTOR shall designate an employee (Supervisor/Foreman) as a primary point of contact to oversee the day-to-day activities and have the authority to act for the CONTRACTOR. Supervisor/Foreman is required to assist and coordinate the activities of the ROW maintenance crew on the Orange and Olive Subdivisions, by arranging for the materials, tools, and equipment required for the maintenance services, arranging for protection of workplace, coordinating with other SCRRA Contractors, Metrolink Operation Center (MOC), and affected public agencies, training employees in proper work methods, inspecting work methods and site conditions for safety conditions and efficiency of use of labor and material, and preparing documentation of work performed and resources (labor, material, equipment, and supplies) used.

Minimum Requirements:

- Desirable three years to five years of railroad ROW maintenance experience and/or construction, including at least two years of experience in supervising or directing the work of others engaged in railroad ROW maintenance.
- Knowledge of training and all safety requirements needed for working within the operating railroad ROW.
- Knowledge of the safe and proper procedures for operating maintenance hand and power tools.
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50lbs. and must have the ability to distinguish colors and to hear warning signals.

3.1.3 EQUIPMENT OPERATOR

Duties:

Operates and performs operator-level duties of smaller equipment and rubber tired off- equipment such as a backhoe, skip loaders, and skid steers.

Minimum Requirements:

- Desirable one year to three years' experience in the operation of rubber-tired equipment used during railroad maintenance and/or construction.
- Knowledge of safe and proper procedures for operating this equipment.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50lbs.
 and must have the ability to distinguish colors and to hear warning signals.
- Ability to communicate in the written and verbal English language.

3.1.4 RAILROAD WORKER IN CHARGE

The CONTRACTOR shall provide an SCRRA-approved Railroad Worker in Charge (RWIC) as qualified under 49 Code of Federal Regulations (CFR) 214.353. RWIC is required at all times, while working within OCTA ROW.

3.2 QUALIFICATIONS APPLICABLE TO ALL POSITIONS

Minimum Requirements:

- Must meet all SCRRA's safety training requirements and maintain certifications.
- Able to communicate in written and verbal English language.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50lbs. and must have the ability to distinguish colors and to hear warning signals.
- Must have appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

3.2.1 TRAINING REQUIREMENTS

All workers working on property shall be trained by SCRRA third-party contractor safety training. OCTA will reimburse, initially, and when required, re-certification of, SCRRA-required safety training. Any employee that fails to meet the standards shall not be approved for work on OCTA owned operating ROWs, under this contract.

4 WORK PLAN

The CONTRACTOR shall establish, develop, maintain, and implement a work plan that provides an organizational chart of the project team and identifies their respective responsibilities; identifies all resources necessary to complete the work, identifies any resources provided by SUBCONTRACTORS, and outlines any management tools that will be utilized to manage the work.

4.1 WORKMANSHIP

The CONTRACTOR shall provide workers who are fully trained to the skill level necessary to complete a given job in a satisfactory manner. The CONTRACTOR warrants that employees shall have all appropriate training needed for the work; have sufficient skill, knowledge, and experience to perform such work; have tools and equipment appropriate for the given work, and that all contract work is performed in a safe, professional, and workmanlike manner.

The CONTRACTOR will not substitute any employee for another unless both have been trained equally, and at such time still current within such training. Training costs due to employee changes, requested by CONTRACTOR, will be at the CONTRACTOR's expense.

4.2 NON-CONFORMING WORK

OCTA may reduce payment for any of the following: non-compliant work, non-compliant work left in place; corrective work, and/or unauthorized work.

4.3 EMERGENCY WORK

The CONTRACTOR and SUBCONTRACTORS must have 24-hour contact number(s) and an acceptable means of emergency "on-call" communication with OCTA's Project Manager.

Four-hour response time may be required in cases of emergency and within one hour in cases where train operations are halted. The CONTRACTOR shall be paid a four-hour minimum for emergency service. The CONTRACTOR shall be paid time and a half for hours worked beyond 40 hours per week, with prior approval of OCTA's Project Manager.

4.4 SAFETY

All safety standards and specifications shall be strictly enforced. Additional Safety Specifications are incorporated within Exhibit C of this Agreement.

4.4.1 UNSAFE CONDITIONS

The CONTRACTOR and/or its SUBCONTRACTOR(S) are to immediately notify the OCTA's Project Manager of any unsafe or questionable condition that exists on the ROW. OCTA Project Manager will then notify the necessary parties.

If the condition poses immediate danger to rail operations, the CONTRACTOR shall notify the MOC, then OCTA's Project Manager.

5 SCHEDULE

The CONTRACTOR shall submit a weekly schedule every Friday, for anticipated work to be performed by following week including location by MP. Any deviations must be discussed and approved by OCTA's Project Manager.

The CONTRACTOR and/or SUBCONTRACTOR(S) shall respond and perform non-emergency as-needed work request from OCTA's Project Manager within one working day, except in cases of emergency, where an immediate response may be requested.

The CONTRACTOR shall perform all services during the hours of 7:00 a.m.-5:00 p.m., Monday through Friday, excluding OCTA holidays unless approved by OCTA.

During this contract, with future expansion of train operations, OCTA anticipates changes to working hours will need to be made. The CONTRACTOR will be required to adhere to such changes.

5.1 DAILY REPORT

The CONTRACTOR will email OCTA's Project Manager a daily progress report. This report will include type of work completed by location, personnel and equipment used, and other direct cost.

5.2 MONTHLY REPORT

In addition to the terms of the Agreement, the CONTRACTOR shall submit a monthly report to include:

- Daily work reports as back-up to invoices submitted for payment
- Itemization of the materials used and corresponding vendor's invoice copies
- Direct cost of labor
- Equipment rental charges
- Workers' certified payrolls
- Equipment used: size, type, and identification number
- A summary sheet for the hours expended for each task for each month and total project to date

6 SITE SECURITY REQUIREMENTS

The CONTRACTOR shall be solely responsible for the security of the CONTRACTOR's materials and equipment used or stored at the worksite. OCTA shall not be responsible for such security measures, and the CONTRACTOR shall take necessary and prudent measures to verify the security of the CONTRACTOR-owned materials, and equipment, including but not limited to security fencing, locked storage facilities, secured equipment areas, posted security personnel, and other measures deemed necessary by the CONTRACTOR. The cost for any damaged, vandalized, or stolen items shall be borne solely by the CONTRACTOR.

7 EQUIPMENT

The CONTRACTOR'S equipment shall be in good repair and able to operate efficiently and safely. All equipment used in the performance of this contract shall be in operable condition and meet the local, State, and Federal safety requirements. All equipment used shall be inspected and serviced regularly. The inspection and service records shall be available upon request. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.

The CONTRACTOR'S equipment shall have the proper safety devices always maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the OCTA shall direct the CONTRACTOR to remove such equipment and/or operation until the deficiency is corrected to the satisfaction of the OCTA.

OCTA may inspect the CONTRACTOR'S equipment and tools at any time. The daily anticipated equipment necessary to perform this work, but not limited to:

- One Supervisor/Foreman pick-up truck
- One crew truck
- One truck with automatic dumping capability with a minimum hauling capacity of six cubic yards
- Hand and power tools consisting of weed trimmers, chain and pole saws, hedge trimmer, including, but not limited to any item with a retail value of \$1,000.00 or less, shall be considered part of the CONTRACTOR'S overhead cost.

The anticipated heavy equipment necessary to perform this work, including, but not limited to the following:

- Backhoe
- Dozer-D4 or equal
- Skip loader with a 4-in-1 bucket
- Street sweeper and skid steer with attachments

Equipment reimbursement will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Rates are regularly superseded during contract periods, so avoid the use of old publications or expired rates.

Equipment rental payment is full compensation for:

- Rental equipment costs, including moving rental equipment to and from the site using its own power.
- Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

END OF SCOPE OF WORK

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

SCHEDULE I--- HOURLY RATE SCHEDULE

Please enter below the proposed "fully loaded", (i.e., includes all overhead, general administrative costs and profit) labor rates for "each" applicable job function and year, to include Option term.

Key Personnel:

Name	Classificati on	Job Function	Hourly Rate 4/1/22- 3//23	Hourly Rate 4/1/23- 3/31/24	Hourly Rate 4/1/24- 3/31/25	Hourly Rate 4/1/25- 3/31/26	Hourly Rate 4/1/26- 3/31/27	Hourly Rate Option 1 24 Months 4/1/27- 3/31/29
*Project Manager		*Project Manager						
*Foreman/Supervisor		*Foreman / Supervisor						
EIC / Flagman		EIC/Flagman						
Equipment Operator		Equipment Operator						
Other – Be Specific								

^{*}Non Prevailing Wage Classifications.

The remaining listed "Job Function" categories are Prevailing Wage classifications under Key Personnel and Other Labor Charges.

NOTE: Proposers' shall propose on the specific "Job Function" as listed. If additional Job Function categories are needed for Key Personnel and/or Other Labor Charges, please list that information under "Other" and be specific.

Other I	Labor	Charg	es:
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FIRM NAME	<u>'</u>		

Name	Classification	Job Function	Hourly Rate 4/1/22- 3//23	Hourly Rate 4/1/23- 3/31/24	Hourly Rate 4/1/24- 3/31/25	Hourly Rate 4/1/25- 3/31/26	Hourly Rate 4/1/26- 3/31/27	Hourly Rate Option 1 24 Months 4/1/27-3/31/29
Laborer								
Group 1		Group 1						
Group 2		Group 2						
Group 2		Group 3						
Group 4		Group 4						
Group 5		Group 5						
Drive On/Off Site Hauling		Driver-Dump Truck On/Off Site Hauling						
Landscape Maintenance Laborer		Landscape Maintenance Laborer		7	<u> </u>			
Driver-Equipment Hauler		Driver – Equipment Hauler						
Other-Be Specific								

Other Labor Charges:	FIRM NAME
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Name	Classification	Job Function	Hourly Rate 4/1/22- 3//23	Hourly Rate 4/1/23- 3/31/24	Hourly Rate 4/1/24- 3/31/25	Hourly Rate 4/1/25- 3/31/26	Hourly Rate 4/1/26- 3/31/27	Hourly Rate Option 1 24 Months 4/1/27-3/31/29
Operator								
Group 1		Group 1						
Group 2		Group 2						
Group 2		Group 3						
Group 4		Group 4						
Group 5		Group 5						
Group 6		Group 6						
Group 7		Group 7						
Group 8		Group 8						
Group 9		Group 9		N				
Group 10		Group 10		7/2				
Other-Be Specific		·						

Note: These fully burdened rates were	calculated using the	named personnel's actual salary as of	2021
which include an overhead rate of	%, profit rate of	%, and escalation rate of %.	

SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE

Firm Name:

		FILIII Naille:				
Other Direct Costs (ODC)						
	Type of ODC	Unit	Rate / HRLY RATE OF EQUIPMENT			
1.	Foreman Truck (Pick-up)					
2.	Crew Truck (w/ utility type bed)					
3.	Dump truck (min. 6 cu yd.)					
4.	Skip Loader (4n 1 bucket)					
5	Other (please be specific)					

Note: Other direct equipment expenses (i.e. rental equipment, material (non-tool related), permits required, etc.,) not included on cost schedule, will be paid at cost when adequate supporting documentation is provided with invoice.

A acknowledge receipt of RF	A acknowledge receipt of RFP 1-3684 and Addenda No.(s)					
2. This offer shall be firm for	days from the date of proposal. (Minimum of 120)					
COMPANY NAME						
ADDRESS:						
TELEPHONE:						
SIGNATURE OF PERSON AUTHORIZED TO BIND OFFER						
NAME AND TITLE OF PERSON.	DATE SIGNED					



PROPOSED AGREEMENT NO. C-1-3684

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box

THIS AGREEMENT is effective this _____ day of _______, 20__ ("Effective

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14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY has determined that it requires maintenance services of the AUTHORITY's operating railroad right-of-way; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and WHEREAS, CONTRACTOR has represented that it has the requisite personnel, experience,

material, and equipment and is otherwise qualified to perform such services; and

WHEREAS, CONTRACTOR wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors authorized this Agreement on _____.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

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

- B. AUTHORITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONTRACTOR or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve it from responsibility for successfully performing the work without additional expense to AUTHORITY.
- C. AUTHORITY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by AUTHORITY are expressly stated in this Agreement.
- D. Time shall be of the essence hereunder; but CONTRACTOR shall perform work hereunder only to the minimum extent consistent with requirements herein.
- E. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

- A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.
- B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

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

A. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTORCONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTORCONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTORCONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTORCONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

- A. This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect for a term of five (5) years through XXXXXX, unless earlier terminated or extended as provided in this Agreement.
- B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an additional twenty-four (24) months, commencing XXXXX and continuing through XXXXXXXX, ("Option Term"), and thereupon require CONTRACTORCONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and Exhibit B, entitled "Schedule of Fees"
- C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTORCONTRACTOR's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the /

A. period extending from commencement through XXXXXX, which period encompasses the Initial Term and Option Term.

ARTICLE 5. PAYMENT

- A. For CONTRACTORCONTRACTOR's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article6 Maximum Obligation, AUTHORITY shall pay CONTRACTORCONTRACTOR on a **Time and Expenses** basis in accordance with the following provisions.
- B. For each full hour of labor satisfactorily performed by CONTRACTOR'S personnel under this Agreement, AUTHORITY shall pay CONTRACTOR at the hourly rates specified in Exhibit B, entitled "Schedule of Fees," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's direct labor costs, indirect costs and profit. Furthernore, AUTHORITY shall reimburse CONTRACTOR for the exact amount of the expenses shown in Exhibit B, which are directly incurred by its personnel in the performance of work under this Agreement. The AUTHORITY will not reimburse CONTRACTOR for local meals or any other expenses not approved in the attached Exhibit B.
- C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the labor hours expended by CONTRACTOR. Work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any work until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONTRACTOR's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

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D. As partial security against CONTRACTOR'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 CONTRACTOR. All retained funds shall be released by AUTHORITY and shall be paid to CONTRACTOR within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONTRACTOR's records in accordance with 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on CONTRACTOR'S satisfactory completion of certain milestones. CONTRACTOR shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

E. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONTRACTORS may also submit invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. At its sole discretion, AUTHORITY may decline to make full payment for any work until such time as CONTRACTOR has documented to AUTHORITY'S satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

- 1. Agreement No. C-1-3684;
- 2. Specify the labor for which payment is being requested;
- 3. The time period covered by the invoice;
- Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period;
 - Itemized expenses including support documentation incurred during the billing period;
- Certification signed by the CONTRACTOR or his/her designated alternate that i.) The invoice is a true, complete and correct statement of reimbursable costs and progress; ii.) The backup

information included with the invoice is true, complete and correct in all material respects; iii.) All payments due and owing to subcontractors and suppliers have been made; iv.) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; v.) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

- 7. Total monthly invoice (including project-to-date cumulative invoice amount);
- 8. Monthly Progress Report prepared by CONTRACTOR summarizing work performed, milestones reached and deliverables produced.
- 9. Any other information as agreed or requested by AUTHORIY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 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 CONTRACTOR: To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: ATTENTION: Bob Webb

Title: Principal Contracts Administrator

Phone: Phone: (714) 560 - 5743

Email: mebb@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. INSURANCE

- A. CONTRACTOR shall procure and continuously maintain in full force and affect through contract completion, insurance coverages specified herein. Coverages shall not be subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:
- B. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
- 1. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;

- Workers' Compensation with limits as required by the State of California including a
 Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
- 3. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease; and
- 4. Railroad Protective coverage with minimum limits of \$2,000,000 per occurrence, \$6,000,000 general aggregate and \$2,000,000; and
 - 5. Pollution Liability with minimum limits of \$2,000,000 per occurrence.
- C. Prior to commencement of any work hereof, CONTRACTOR shall furnish to AUTHORITY's Contract Administrator broker-issued insurance certificate showing the required insurance coverages and further providing that:
- 1. AUTHORITY, its officers, directors, employees and agents must be named as additional insured on Commercial General Liability and Automobile Liability policy with respect to performance hereunder; and
- 2. The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and
- 3. Thirty (30) days prior written notice of cancellation or material change be given to AUTHORITY.

In addition, CONTRACTOR shall provide insurance policy blanket endorsement.

- D. "Occurrence," as used herein, means any event or related exposure to conditions, which result in bodily injury or property damage.
- E. The Certificate of Insurance shall reference Agreement Number C-1-3684and, the Contract Administrator's Name, Bob Webb.
- F. Upon AUTHORITY's request, certified, true and exact copies of each of the insurance policies shall be provided to AUTHORITY.
- G. AUTHORITY shall notify CONTRACTOR in writing of any changes in the requirements to insurance required to be provided by CONTRACTOR. Except as set forth in this Article, any additional

cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the contract price pursuant to a change order.

- H. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain coverage in the amounts required as provided in this Agreement.
- I. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of IFB including all Addendums; (3) the bid submitted to AUTHORITY by CONTRACTOR in response to said IFB; and (4) any other documents, cited herein or incorporated by reference. In the event of conflicting provisions of Exhibit B ("Specifications"), and Exhibit C ("List of Drawings"), Project Specifications shall take precedence.

ARTICLE 11. CHANGES

- A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make any change in the general scope of this Agreement, including, but not limited to, changes in the drawings, specifications, schedules (either deceleratory or acceleratory) or any other particular of the specifications or provisions of this Agreement. If any such work suspension or change causes an increase or decrease in the price or time required for performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Agreement as changed. Changes will be made in accordance with the terms as set forth in Exhibit A, "General Provisions," paragraph F, Extra Work and Changes, by written Change Order.
- B. No claims by CONTRACTOR for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

C. Any work done beyond the technical provisions specified in this Agreement, or any extra work done without AUTHORITY's written authority, will be considered unauthorized work and will not be paid for. Upon order of AUTHORITY's Engineer or its designee, unauthorized work shall be remedied, removed or replaced at CONTRACTOR's expense.

ARTICLE 12. MODIFICATION PROPOSALS-PRICE BREAKDOWN

CONTRACTOR, in connection with any proposal it makes for an agreement modification, shall furnish a price breakdown, itemized as required by AUTHORITY. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by AUTHORITY.

ARTICLE 13. DISPUTES

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

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

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ARTICLE 14. TERMINATION FOR CONVENIENCE

A. AUTHORITY may terminate this Agreement for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

ARTICLE 15. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

A. If CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, AUTHORITY may, by written notice to CONTRACTOR, terminate CONTRACTOR's right to proceed with the work or such part of the work as to which there has been delay. In such event, AUTHORITY may take over the work and prosecute the same to completion, by Agreement or otherwise, and may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore. Whether or not CONTRACTOR's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to AUTHORITY resulting from its refusal or failure to complete the work within the specified time.

B. If AUTHORITY so terminates CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages as set forth in the Article 31 in this Agreement entitled "Liquidated

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Damages," until such reasonable time as may be required for final completion of the work together with any increased costs occasioned AUTHORITY in completing the work. If AUTHORITY does not so terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted./

- C. CONTRACTOR's right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
- 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, acts of the public enemy, acts or omissions of AUTHORITY, acts of another CONTRACTOR in the performance of an Agreement with AUTHORITY, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and such subcontractors or suppliers; and
- 2. CONTRACTOR, within ten (10) calendar days from the beginning of any such delay, notifies AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Agreement. Any such time extensions will not become effective until approved by AUTHORITY's Engineer in writing. AUTHORITY's Engineer will furnish CONTRACTOR a weekly statement showing the number of calendar days charged to the Agreement for the preceding week, the number of calendar days of time extensions being considered or approved, the number of calendar days originally specified for the completion of this Agreement and the number of calendar days remaining to complete this Agreement, and the extended date for completion thereof.

3. Should at any time extensions be included by AUTHORITY's Engineer on the Weekly Statement of Contract Calendar Days, a change order covering the sum total of the time extensions will be issued to CONTRACTOR at periodic intervals during the project.

- D. If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 16, entitled "Termination for Convenience."
- E. The rights and remedies of AUTHORITY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- F. As used in paragraph C.1 of this Article, the term "subcontractors or suppliers," means subcontractors or suppliers at any tier.

ARTICLE 16. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 17. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law. CONTRACTOR shall not have the right to make any substitutions of any subcontractor listed in Exhibit D-1, entitled "List of Subcontractors," except in accordance with the provisions of the Subletting and Subcontractors Fair Practices Act, Public Contract

Code section 4100 et. seq. AUTHORITY's consent shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Agreement.

- B. CONTRACTOR shall be fully responsible to AUTHORITY for all acts and omissions of its own employees, and of subcontractors and their employees. CONTRACTOR shall coordinate the work performed by subcontractor./
- C. AUTHORITY shall have the right, but not the obligation, to review the form of subcontract used by CONTRACTOR for the project and to require modifications thereto to conform to the requirements set forth herein.

ARTICLE 18. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of the AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until AUTHORITY, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 19. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially

unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 20. CODE OF CONDUCT

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

ARTICLE 21. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 22. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 23. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment,

pgrading, 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 24. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 25. PRIVACY ACT

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

ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

ARTICLE 27. CONVICT LABOR

In connection with the performance of work under this Agreement, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

ARTICLE 28. NOTICE OF LABOR DISPUTE

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

ARTICLE 29. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et. seq.), regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor Code of the State of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to

be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 30. INSPECTION AND ACCEPTANCE

A. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of AUTHORITY and shall not relieve CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by AUTHORITY or its representative shall be construed as constituting or implying acceptance. Inspection or test shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after acceptance of the completed work under the terms of paragraph F of this Article, except as herein above provided.

- B. CONTRACTOR shall, without charge, replace any material or correct any workmanship found by AUTHORITY not to conform to the requirements of this Agreement, unless in the public interest AUTHORITY consents to accept such material or workmanship with an appropriate adjustment in the price of this Agreement. CONTRACTOR shall promptly segregate and remove rejected material from the premises.
- C. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by AUTHORITY. All inspections and tests by AUTHORITY shall be performed in such manner as to not unnecessarily delay the work. AUTHORITY reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time specified by CONTRACTOR for inspection or test or when reinspection or retest is necessitated by prior rejection.
- D. If CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, AUTHORITY (1) may, by Agreement or otherwise, replace such material or correct such

workmanship and charge the cost thereof to CONTRACTOR, or (2) may terminate CONTRACTOR's right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."

E. Should it be considered necessary or advisable by AUTHORITY at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement, an equitable adjustment shall be made in the Agreement price to compensate CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

F. Unless otherwise provided in this Agreement, acceptance by AUTHORITY shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that AUTHORITY determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards AUTHORITY's rights under the warranty provisions set forth herein.

ARTICLE 31. MATERIAL AND WORKMANSHIP

A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Agreement, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and CONTRACTOR may, at its option, use any equipment, material, article or process which, in the judgment of AUTHORITY, is equal to that named. CONTRACTOR shall furnish to AUTHORITY for its approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment, which CONTRACTOR

contemplates incorporating in the work. When required by this Agreement or when called for by AUTHORITY, CONTRACTOR shall furnish AUTHORITY, for approval, full information concerning the material or articles, which it contemplates incorporating in the work. When so directed, samples shall be submitted for approval at CONTRACTOR's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

B. All work under this Agreement shall be performed in a skillful and workmanlike manner. Notwithstanding the provisions of Article 3 hereof, AUTHORITY may, in writing, require CONTRACTOR to remove from the work any employee AUTHORITY deems incompetent, careless or otherwise objectionable.

ARTICLE 32. NON-CONFORMING WORK

A. Nonconforming work rejected by AUTHORITY shall be removed and replaced so as to conform to the requirements of this Agreement, at CONTRACTOR's cost and without a time extension; and CONTRACTOR shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that AUTHORITY may not have discovered the nonconforming Work shall not constitute an acceptance of such nonconforming Work. If CONTRACTOR fails to correct any nonconforming work within ten days of receipt of notice from AUTHORITY requesting correction, or if such nonconforming work cannot be corrected within ten days, and CONTRACTOR fails to (1) provide to AUTHORITY a schedule for correcting any such nonconforming work acceptable to AUTHORITY within such ten-day period, (2) commence such corrective work within such ten-day period and (3) thereafter diligently prosecute such correction in accordance with such approved schedule to completion, then AUTHORITY may cause the nonconforming work to be remedied or removed and replaced and may deduct the cost of doing so from any moneys due or to become due CONTRACTOR and/or obtain reimbursement from CONTRACTOR for such cost.

B. If AUTHORITY agrees to accept any Nonconforming Work without requiring it to be fully corrected, AUTHORITY shall be entitled to reimbursement of a portion of the Contract Price in an amount

equal to the greater of the amount deemed appropriate by AUTHORITY to provide compensation for future maintenance and/or other costs relating to the Nonconforming Work, or 100% of CONTRACTOR's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement shall be payable to AUTHORITY within ten days after CONTRACTOR's receipt of an invoice thereof. CONTRACTOR acknowledges and agrees that AUTHORITY shall have sole discretion regarding acceptance or rejection of Nonconforming Work and that AUTHORITY shall have sole discretion with regard to the amount payable in connection therewith.

ARTICLE 33. CONTRACTOR INSPECTION SYSTEM

CONTRACTOR shall maintain an adequate inspection system and perform such inspections as will assure that the work performed under this Agreement conforms to the specified requirements, and shall maintain and make available to AUTHORITY adequate records of such inspections.

ARTICLE 34. SUPERINTENDENCE BY CONTRACTOR

CONTRACTOR, at all times during performance and until the work is completed and accepted, shall give its personal superintendence to the work or have on the work a competent superintendent, satisfactory to AUTHORITY and with authority to act for and on behalf of CONTRACTOR.

ARTICLE 35. OTHER CONTRACTS

AUTHORITY may undertake or award other agreements for additional work, and CONTRACTOR shall fully cooperate with such other CONTRACTOR's and AUTHORITY's employees and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 36. PROHIBITED INTERESTS

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

ARTICLE 37. CONTRACTOR PURCHASED EQUIPMENT

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

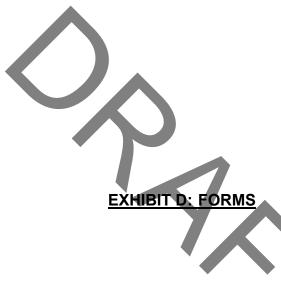
- B. CONTRACTOR shall maintain an inventory record for each piece of equipment purchased that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.
- C. At the expiration or termination of this Agreement, CONTRACTOR may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined, at CONTRACTOR's expense, on the basis of an independent appraisal. CONTRACTOR may sell the equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by AUTHORITY's project manager.
- D. Any subcontractor agreement entered into as a result of this Agreement shall contain all provisions of this clause.

ARTICLE 38. FORCE MAJEURE

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

the fault or negligence of the party not performing. 1 **ARTICLE 39. HEALTH AND SAFETY SPECIFICATIONS** 2 CONTRACTOR shall comply with all requirements set forth in Exhibit , Level 3 Safety 3 Specifications. 4 IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-3684 to be 5 executed as of the date of the last signature below. 6 ORANGE COUNTY TRANSPORTATION AUTHORITY 7 8 9 10 Chief Executive Officer License No: 11 12 APPROVED AS TO FORM: 13 14 15 James M. Donich 16 **General Counsel** 17 18 19 **APPROVED:** 20 21 By: Jennifer Bergener 22 Deputy COO/CEO 23 24 25

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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: Pho	ne:
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:	•
(2) Summary and Status of Contract:	
(3) Summary and Status of action identified in (1).
(o) Canimary and Status of dotton facilities in (1	1.
(4) Reason for termination, if applicable:	
, 11	
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
IVAITIC	Oignature
T:41 -	D-4-
Title	Date

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Revised. 03/16/2018

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.
- 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: RFF	Ittle:		
Was a campaign contribution made to any OCTA regardless of dollar amount of the contribution by either agent/lobbyist? Yes			
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:	Yes Yes	No No No	
Note: Under the State of California Government Coc Title 2, Section 18438, campaign contributions made agent/lobbyist who is representing the Prime Cont determine the total campaign contribution made by the	e by the Prime (ractor in this F	Contractor and the Pri RFP must be aggrega	me Contractor's
Identify the Board Member(s) to whom you, your su contributions, the name of the contributor, the dates o amount of the contribution. Each date must include the	f contribution(s)	in the preceding 12 m	onths and dollar
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	
	Gigilatule (or Continuator	
Print Firm Name	Print Name	e of Contributor	

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

Board of Directors

Andrew Do, Chairman Mark A. Murphy, Vice Chairman Lisa A. Bartlett, Director Doug Chaffee, Director Barbara Delgleize, Director Katrina Foley, Director **Brian Goodell, Director** Patrick Harper, Director Michael Hennessey, Director Gene Hernandez, Director Steve Jones, Director Joseph Muller, Director Tam Nguyen, Director Vicente Sarmiento, Director Tim Shaw, Director Harry S. Sidhu, Director Donald P. Wagner, Director

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

The contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

- 1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- 2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- 3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
- 4. Contractor shall provide a copy of their Hazard Communication Program and MSDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
- 5. HSE Representative:

<u>Facility Modification Projects</u>, The Contractor shall submit a resume of the Company's HSE Representative that will oversee the scope task activities: Certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), or,
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,
- Safety Trained Supervisor (STS), or,
- Safety Trained Supervisor Construction (STSC)

Experience:

The Contractor's HSE Representative(s) shall have a minimum of five (5) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Rail, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related

submittals through completion of the scope and administer the monthly safety report.

The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and OCTA the Health, Safety Environmental Compliance (HSEC) Department Manager.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:

This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above and may require as necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

PART I - GENERAL

- 1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS
 - A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
 - B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by

Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II - SPECIFIC REQUIREMENTS

2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
 - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.
 - b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.

- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).
- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work. Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Material Safety Data Sheet (MSDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall require their company HSE Representative to review the scope tasks to ensure compliance with Cal/OSHA Standards. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
- B. The Contractor's qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the HSE Representative (name.

phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of. and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

<u>Facility Modification Projects</u>, The Contractor shall submit a resume of the designated HSE Representative and their Professional Certification: Certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), or,
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,
- Safety Trained Supervisor (STS), or,
- Safety Trained Supervisor Construction (STSC)

Experience:

The Contractor's HSE Representative(s) shall have a minimum of five (5) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Rail, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related

submittals through completion of the scope and administer the monthly safety report.

The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and OCTA the Health, Safety Environmental Compliance (HSEC) Department Manager.

- 1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.
- 2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
- Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
- 4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
- D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.

E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

2.4 SITE HSE ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation lockout/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within

- seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
- 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.
- Serious Incident: includes property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.
- 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
- 4. <u>Significant Near Miss Incident;</u> includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

2.7 ENVIROMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute

- to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.
- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury

to health, safety, property or the environment by any federal, state or local governmental authority.

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

- A. RESPIRATORS (CCR Title 8, Section 5144) The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.
- D. CONSTRUCTION PROJECTS Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.

- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.13 CRANES

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.
- 1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
- 2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the

- equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
- 3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
- 4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
- 5. Rigging scope activity shall comply with 29 CFR Subparts1926.250, 1929.753 and CCR Title 8 Standards.
- 6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
- 7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
- 8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
- 9. Contractor shall prepare a documented daily crane inspection report.
- B. Pick and carry with rubber tired cranes is forbidden on Authority projects.
- C. Engineered Critical Lifts

A critical lifts is established where any one of the following conditions are created:

- 1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
- 2. A gross weight equal to, or greater than 10 tons.
- 3. Lifts over buildings, equipment, public roadways, structures, or power lines.
- 4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
- 5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
- 6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.

- 7. Hoisting of suspended work platforms.
- 8. Static tower crane erection and dismantlement.
- Making lifts below the ground level where the crane is positioned.
 Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

- 1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
- Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
- 3. Engineering data shall be provided on the hook assembly (manufacture's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
- 4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
 - A. Locations of all components to be lifted prior, during and after the lift is completed.
 - B. Radius points.
 - C. Swing patterns.
 - D. In the event that the lift must be aborted, positions where the load may be safely landed.
 - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
- 5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.

6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

Note: This information may be available from the Authority for selected locations on some projects.

- 7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
 - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
 - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
- 8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
- 9. Operator qualifications.
- 10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
- 11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
- 12. Emergency action plan.
- 13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

E. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective

system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.

- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as "industrial tractors". All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours:

A. A copy of each operator's certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manger must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage

safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

A. <u>Electrical Certification of Training</u>; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

Before using tools such as "Hilti guns" or other powder-actuated tools, the following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

A. A copy of each qualified person's valid operator card.

2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.
- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.21 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.
- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of

and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

2.24 RAILWAY SAFETY PRECAUTIONS

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract..

2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

2.27 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. USACE Construction Quality Management Manuel (EM-385-1-1)
- E. Construction Industry Institute (CII)
- F. OCTA Construction Management Procedures Manual
- G. OCTA Yard Safety Rules



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.:
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:
<u> </u>
Rationale for Requesting Deviation or Exception:
Area Below Reserved for Authority Use Only:





September 13, 2021

To: Members of the Board of Directors

Andrea West, Interim Clerk of the Board Number From:

Subject: South Orange County Multimodal Transportation Study Update

Regional Planning and Highways Committee Meeting of September 2, 2021

Present: Directors Chaffee, Delgleize, Harper, Hernandez, Muller,

Murphy, and Sarmiento

Director Bartlett Absent:

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



September 2, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: South Orange County Multimodal Transportation Study Update

Overview

The Orange County Transportation Authority is conducting a long-range multimodal transportation study for the south Orange County area. Objectives of the study are to document transportation issues and opportunities, engage with key stakeholders, partner agencies, and the public to identify potential long-term multimodal solutions. A status report on the study is provided for Board of Directors' consideration.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) conducts planning studies to address the long-term transportation needs of Orange County. Multimodal transportation studies serve as the foundation of the long-range planning process by engaging stakeholders, providing analysis of transportation issues, and recommending a vision for the study area. This vision is often referred to as the locally preferred strategy (LPS).

Once a LPS is approved by the Board of Directors (Board), recommended improvements can be considered for inclusion in the OCTA's Long-Range Transportation Plan (LRTP) project list. This project list is used as input for the Regional Transportation Plan (RTP) developed by the Southern California Association of Governments (SCAG). Projects included in the RTP are eligible to proceed through project-level development and can compete for state and federal funding.

Achieving consensus on a LPS involves engagement of local jurisdictions, transportation and environmental resource agencies, elected officials, residents, businesses, and other key community organizations in the study screening and decision-making processes. As such, the LPS recommendations represent a locally-supported vision for the study area's long-term transportation needs.

In August 2020 and February 2021, updates were provided to the Board on the South Orange County Multimodal Transportation Study (SOCMTS). The August 2020 item reviewed the study area (Attachment A), background, phasing, stakeholder, and partner agency engagement approach, as well as transportation issues and opportunities. The February 2021 item reviewed the study's Purpose and Need Statement (Attachment B) and the initial alternative strategies (Attachment C). The current update primarily focuses on the initial screening of alternative strategies and the approach for defining a reduced set of multimodal alternative strategies.

Discussion

The study is being informed by the technical analysis of the transportation system in the study area, and refined through stakeholder, partner agency, and public input. A full report, summarized below, of the latest online survey results and public engagement activities can be viewed in Attachment D.

- Six meetings of the Technical Working Group comprised of technical planning and public works staff from cities within the study area.
- Six meetings of the Transportation Agency Working Group comprised of staff from the California Department of Transportation (Caltrans), the Transportation Corridor Agencies (TCA), SCAG, the San Diego Association of Governments, the Southern California Regional Rail Authority (Metrolink), the North County Transit District, the Federal Transit Administration, and the Federal Highway Administration.
- Individual agency meetings offered by OCTA and requested by and held with Caltrans, Metrolink, TCA, and the cities of Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, and Newport Beach.
- Two city council presentations to the cities of Lake Forest and San Clemente.
- Two key stakeholder roundtables, two elected official roundtables, one public webinar, one telephone town hall, and two online surveys.
- The online surveys and promotional materials were available in Spanish, Mandarin, Vietnamese, and Korean, a telephone helpline was also offered in the multiple languages, and the telephone townhall included a Spanish simulcast. In addition, multilingual postcards were mailed to low-income and disadvantaged communities.

This winter, a third and final outreach campaign will be conducted to seek public feedback on the draft multimodal alternative strategies. Similar to the outreach campaigns for earlier study phases, the third phase will include a public webinar and a final online survey available in multiple languages, both of which will be promoted via social media, blogs, and eblasts. The telephone helpline will continue, postcards promoting the online survey and webinar will be distributed, and a third set of key stakeholders and elected official roundtables will be held.

Analysis of Initial Alternative Strategies

As indicated in the February 2021 item, an initial set of alternative strategies were developed that add to the 2045 Baseline scenario. These were analyzed to understand how well each focused strategy could address the study's Purpose and Need Statement.

The 2045 Baseline scenario includes transportation improvements from voter-approved Measure M2 (M2), currently funded capital improvement programs, and the following near-term projects identified at the conclusion of the SR-241 Toll Road extension efforts in south Orange County:

- Los Patrones Parkway extension from Cow Camp Road to Avenida La Pata as a non-tolled facility.
- Ortega Highway widening between Calle Entradero and Reata Road.
- Interstate 5 carpool lane extension from Avenida Pico to the San Diego County Line.

The initial set of alternative strategies evaluated during the second study phase included:

- Maximize rail and transit.
- Revise roadway system operations.
- Eliminate roadway bottlenecks.
- Repurpose road space enhance transit/active transportation.
- Demand management support tele-everything.
- Demand management emphasize user pricing and managed lanes.
- Demand management subsidize mode shift.
- Maximize emerging technologies.

Utilizing a combination of quantitative and qualitative analysis, as well as input from stakeholder agencies, these initial alternative strategies were evaluated by comparing the performance measures listed below to 2045 Baseline scenario conditions:

- Percentage of trips made by non-single-occupant vehicle (SOV) modes
 - Desired outcome: Increases the non-SOV mode share.

- Access to transit and active transportation
 - Desired outcome: Increase in geographic coverage of transit and active transportation for routine trips.
- Total daily vehicle trips
 - Desired outcome: Reduces the number of daily vehicle trips.
- Travel time savings
 - Desired outcome: Reduces daily person hours traveled.
- Vehicle Miles Traveled (VMT)
 - Desired outcome: Reduces total daily VMT.

Ease of implementation was also considered for each of the initial alternative strategies. This was a qualitative evaluation that considered factors, such as relative cost, environmental risks, and likely public and/or political support.

Reduced Set of Multimodal Alternatives

The analysis of the initial alternative strategies will be used to inform the development of a refined set of multimodal alternatives to consider in the ultimate goal of identifying a LPS. The reduced set of multimodal alternatives will evaluate different combinations of the most promising elements from the initial alternative strategies in addition to the 2045 Baseline scenario improvements.

Elements included in the reduced set of multimodal alternative strategies will include:

- OC Flex: A travel market analysis was conducted as part of the initial screening analysis to identify potential on-demand, micro-transit service areas in addition to the existing OC Flex zone in the Aliso Viejo/ Laguna Niguel/Mission Viejo area. Potential additional service areas being considered in the multimodal alternative strategy development include:
 - Laguna Beach,
 - o University of California, Irvine/Newport Center,
 - Tustin/Irvine,
 - o Irvine Spectrum,
 - Laguna Hills/Lake Forest,
 - Newport Beach/Costa Mesa,
 - Dana Point/San Juan Capistrano, and
 - San Clemente.
- Local circulators/shuttles: Although the effects of local circulators/shuttles (M2 Project V) were not specifically analyzed as part of the initial screening analysis, support was voiced for these services during public and stakeholder engagement. Both currently operating and previously operating Project V circulators/shuttles (as some services were

suspended due to the coronavirus {COVID-19} pandemic) are being considered in the multimodal alternative strategy development, including:

- Dana Point,
- Irvine,
- Laguna Beach,
- o Mission Viejo,
- Newport Beach,
- San Clemente,
- San Juan Capistrano,
- Laguna Niguel, and
- Lake Forest.
- Active transportation: The development of the multimodal alternative strategy includes a recommendation for a geographic alignment of active transportation investments and transit investments. Specifically, active transportation investments would be targeted in areas where they can best capture short trips (i.e., less than three miles) and/or first/last mile trips to and from transit stations and mobility hubs (i.e., places of connectivity where different travel options – walking, bicycling, transit, and shared mobility – come together).
- Roadway operational improvements: The multimodal alternative strategy development includes recommendations for roadway operational improvements (e.g., advanced traffic management systems, intelligent transportation systems, integrated corridor management, etc.) that can deliver increased roadway efficiency with relatively low cost and without providing new travel lanes that require additional right-of-way acquisition. Support for this type of investment was heard consistently during the public and stakeholder engagement process.
- High-frequency transit: High-frequency transit refers to investments in high quality services such as freeway bus rapid transit on Interstate 5 (I-5) and State Route 55 (SR-55). The high-frequency transit considered for the multimodal alternative strategy development is consistent with the high-frequency transit vision identified in OCTA's Transit Master Plan.
- Transportation Demand Management (TDM): TDM measures include strategies applicable to south Orange County, such as support for telework (e.g., work-from-home), support for carpool/vanpool/schoolpool, and transit subsidies. The TDM measures considered are aimed at reducing roadway congestion and demand by redistributing trips to alternative modes of travel, times outside of the peak period, and/or along less congested travel routes.

- Bottleneck improvements: The multimodal alternative strategy development recommendations includes spot capacity enhancements on freeways to address specific known bottlenecks that are not anticipated to be addressed by M2 projects. The bottleneck improvements currently under consideration for the multimodal alternative strategy include:
 - Braiding the southbound State Route 133 to southbound I-5 ramp with the southbound I-5 off-ramp to Alton Parkway.
 - Truck climbing lane on I-5 from Avenida Pico to Avenida Vaquero.
- Conversion of carpool lanes to express toll lane operation: The multimodal alternative strategy development assumes that by 2045 the California Department of Transportation will exercise its authority to make operational changes.

Based on the Purpose and Need Statement and performance measures described above, a set of performance targets will be developed that establish a vision for what a successful multimodal transportation system in south Orange County in the year 2045 would achieve. The performance measures will be used to evaluate the set of multimodal elements and determine whether the multimodal elements (as currently identified) can meet the set targets. If the identified multimodal elements are insufficient to meet the targets, some adjustments to the elements could be considered (e.g., more OC Flex zones, more high-frequency transit, more active transportation investment, etc.). It is anticipated that the recommended LPS will be comprised primarily of transportation programs (like the elements described above) rather than an extensive list of capital improvements.

Next Steps

During the next few months, OCTA will engage with the public, stakeholders, and partner agencies to review the performance of the reduced set of multimodal alternative strategies. Consistent with the Purpose and Need Statement, these recommended long-range multimodal alternative strategies will include improvements and policies that enhance travel choices, manage growing travel demand, address sustainability issues, and consider the implications of COVID-19 and possibilities of emerging technologies on mobility in the study area. The investments and policies will support convenient, competitive, and effective travel options beyond driving alone, will address the travel needs of disadvantaged communities and transit-dependent populations, and will be appropriate for implementation in south Orange County.

Summary

OCTA is developing strategies to improve travel in south Orange County. Study progress is presented for Board review. Technical analysis, in conjunction with input from stakeholder and public engagement efforts, will guide the development of the alternative strategies and be brought to the Board for consideration later this year.

Attachments

- A. South Orange County Multimodal Transportation Study Area
- B. South Orange County Multimodal Transportation Study Purpose and Need Statement
- C. South Orange County Multimodal Transportation Study Initial Alternative Strategies
- D. South Orange County Multimodal Transportation Study, Public Involvement Program Phase 2: Summary of Survey Results, July 2021

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Approved by:

ATTACHMENT A

South Orange County Multimodal Transportation Study Area



South Orange County Multimodal Transportation Study Purpose and Need Statement

The Purpose and Need Statement summarizes the existing and future transportation challenges in the study area (which is illustrated in Attachment A) and the desired study outcomes. The Purpose and Need Statement provides the basis for defining alternative strategies for consideration, comparing alternative strategies, and ultimately for selecting a locally preferred strategy for south Orange County. The Purpose and Need Statement is summarized in the following table.

Need	Purpose		
Development patterns and transportation network that favor driving	 Increase availability and convenience of using non-single-occupant vehicle (SOV) modes of travel Provide convenient connections between different travel modes Provide options that are competitive to driving Support travel alternatives that reduce SOV trip-making and trip lengths in coordination with land-use changes 		
Growing travel demand on a constrained system	 Reduce overall travel demand Enhance safety and efficiency of the existing transportation system Employ cost-effective strategies to better utilize available highway, managed lane, and arterial capacity 		
Environmental and economic sustainability challenges	 Support increased adoption of zero-emission vehicles Improve access to clean, affordable travel options Improve transportation resilience to destructive natural forces and events Recommend improvements that minimize adverse environmental impacts and support economic development and community enhancement 		
Evolving travel behaviors in a rapidly changing world	 Adopt flexible recommendations to adapt to evolving circumstances and conditions Pursue improvements utilizing proven technologies Promote policies and improvements that support equity and innovation 		

South Orange County Multimodal Transportation Study Initial Alternative Strategies

The following initial set of alternative strategies will be evaluated as part of the South Orange County Multimodal Transportation Study. They are not intended to be cumulative and are not necessarily multimodal in nature at this point of the study. Reflecting the exploratory nature of these alternative strategies, they are labeled as scenarios. For the purposes of initial screening, the intent is to understand how the specific improvements and strategies identified within each scenario would affect travel in south Orange County and address the study's Purpose and Need Statement. The results of the initial screening will be used to create multimodal alternative strategies for more detailed evaluation in subsequent study tasks.

- <u>Maximize Rail and Transit</u>. This scenario emphasizes investments in the local and regional transportation system that could maximize rail and transit mobility and accessibility both within and through south Orange County. Local investments could include first/last-mile connections, mobility hubs, and expansion of on-demand/microtransit services. Regional investments could include track improvements to increase passenger rail service frequencies. The intent of this scenario is to examine how the increased availability and convenience of transit could attract new passengers, encourage greater use of non-single-occupant vehicle travel modes, and enhance overall transportation system performance.
- Revise Roadway System Operations. This includes operational improvements that maximize the efficiency of the roadway system and manage congestion without building new capacity. This may control traffic flows in real time and optimize operations of the full transportation system. The intent is to examine how strategies to revise roadway system operations, such as dynamic ramp metering and integrated corridor management, could help manage travel demand and increase travel reliability in south Orange County.
- <u>Eliminate Roadway Bottlenecks</u>. Improvements specifically focused on eliminating key bottlenecks in the transportation system might include the addition of auxiliary lanes and elimination of lane drops on freeways. This scenario will examine to what extent the elimination of bottlenecks improves travel in south Orange County.
- Repurpose Road Space Enhance Transit/Active Transportation. This scenario
 considers repurposing road space to enhance opportunities for transit and active
 transportation, such as Complete Streets treatment on select arterials. It could also
 consider targeted Master Plan of Arterial Highways build-out for greater
 implementation of transit and active transportation improvements on the roadway
 and creation of transit lanes on highways.

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South Orange County Multimodal Transportation Study Initial Alternative Strategies

- <u>Demand Management Support Tele-Everything</u>. This scenario considers policies or improvements aimed at managing travel demand by expanding the capability to "tele-everything" within south Orange County. This includes use of roadway right-of-way for fiber/communications lines, and work-from-home support/ guidance for employers.
- Demand Management Emphasize User Pricing and Managed Lanes. This scenario focuses on using pricing strategies and managed lanes as the primary means of either reducing the number of vehicles on the roadway or redistributing trips to underutilized roads or to less congested periods of the day, with the ultimate goal of relieving traffic congestion. This could include policies such as congestion pricing or high-occupancy toll lanes on study area highways. This scenario considers how the implementation of user pricing strategies would change travel behaviors and affect travel demand in south Orange County.
- <u>Demand Management Subsidize Mode Shift</u>. While the above scenario uses
 pricing strategies to manage travel demand, this scenario focuses on incentives to
 change travel behaviors and encourage a shift in travel modes. This could include
 strategies such as employer subsidies for transit or subsidies for micro-mobility
 and ridesharing. This scenario considers how the use of subsidies and incentives
 would change travel behaviors and affect travel demand in south Orange County.
- Maximize Emerging Technologies. This scenario considers investments in technologies such as autonomous/connected vehicles. The improvements and actions are focused on accommodating and better adapting to upcoming changes and trends in transportation technology, in addition to addressing human-error safety concerns. The intent is to examine the impact of emerging technologies on mobility in south Orange County.



Public Involvement Program Phase 2:

Summary of Survey Results

July 2021







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Appendices

APPENDIX A Surveys

Appendix A.1 Online Survey (English; Spanish; Mandarin; Korean; Vietnamese)

Appendix A.2 Phone Survey Script

APPENDIX B Survey Results

Appendix B.1 Compiled Survey Results

APPENDIX C Outreach Results and Analytics

Appendix C.1 Virtual Meeting Room Google Analytics

Appendix C.2 Geofencing Analytics

Appendix C.3 Telephone Townhall Raw Data

Appendix C.4 Comments Collected Matrix

APPENDIX D Notification Materials

Appendix D.1 Stakeholder Communications Toolkit

Appendix D.2 Study Website

Appendix D.3 List of Organizations

Appendix D.4 Eblast #1 — Telephone Townhall Meeting, Survey and Virtual

Meeting Room Invite

Appendix D.5 Eblast #2 — Survey and Virtual Meeting Room Reminder

Appendix D.6 Eblast #3 — Survey and Virtual Meeting Room Last Chance

Appendix D.7 Telephone Townhall Meeting, Survey and Virtual

Meeting Room Postcard (English; Spanish; Mandarin; Korean;

Vietnamese)

Appendix D.8 Live Facebook Advertisement

Appendix D.9 Facebook Posts

Appendix D.10 Twitter Posts

Appendix D.11 News Release

Appendix D.12 Study Blog Article

Appendix D.13 On the Move Article



EXECUTIVE SUMMARY

The Orange County Transportation Authority (OCTA) recently completed the second phase of public involvement for the South Orange County Multimodal Transportation Study (Study). The Study is looking at a wide range of transportation needs and solutions in south Orange County beyond 2045, including improvements to streets, bus and other transit options, highways and bikeways. As part of this Study, OCTA is implementing a comprehensive Public Involvement Program (PIP) which includes outreach during the three different Study phases. Phase One of the PIP took place in fall 2020 and included engagement to stakeholders, residents and elected officials as well as a survey. The survey was designed to assess public perception of transportation challenges and improvement strategies in south Orange County. Among the survey findings, the respondents said that they would like to see:

- Reduced traffic congestion
- Increased frequency and accessibility of multimodal transportation
- Increased safety and efficiency for all modes of travel, and
- Increased alternative transportation frequency and accessibility.

Public Engagement Approach

Phase Two of the PIP took place in Summer 2021 and included a virtual stakeholders roundtable, elected official's roundtable, a public Telephone Townhall and a Virtual Meeting Room (VMR). The VMR simulated an in-person meeting with project boards and a feedback station and allowed participants to join at their convenience. In addition, a survey was conducted which was designed to assess the public's priorities on draft strategies and transportation solutions in south Orange County. The survey was available June 7 to July 12, 2021, both online as well as through the project information phone line with a live person answering and conducting the survey. The engagement methods to distribute information about the survey included various channels such as emails, postcards mailed specifically to low-income and disadvantaged communities, a communications toolkit sent to cities and stakeholders, targeted geofencing advertisements, and the OCTA Facebook and Twitter accounts.

To align with OCTA's diversity, equity, and inclusion goals, several outreach tactics were implemented in an effort to engage diverse and hard to reach communities to encourage meaningful engagement with all people regardless of ethnicity or socioeconomic backgrounds. An online survey and fact sheet were translated into Spanish, Vietnamese, Korean, and Mandarin. In addition, a helpline was available for people who prefer to call or do not have internet access so they could leave comments, ask questions and take a survey by phone. Multilingual speakers were available to help callers take the survey in language. Postcards were also mailed to identified disadvantaged and low-income communities in the South County area so they directly received information about the survey, helpline number and public meetings.

Communication tool kits were also sent to all south Orange County cities, key stakeholders and OCTA's Citizens Advisory Committee, Special Needs Advisory Committee and Diverse



Community Leaders Group. Targeted Facebook and geofencing ads were also placed in the aforementioned multiple languages.

Public Engagement Survey

The survey research was qualitative, which means that results cannot be considered representative of the total population of interest. Informal research methods are useful to explore a group's opinions and views, allowing for the collection of verifiable data. This data can reveal information that may warrant further study and is often a cornerstone for generating new ideas.

The survey accomplished the following objectives:

- Solicited public input to include in the study findings report which will include a general analysis of survey results and general comments provided
- Disseminated study information and the online survey to a vast target audience

A total of 3,273 individuals visited the survey website, and 1,708 surveys were collected (1,706 English, 2 Spanish).

Key Findings

The survey respondents prioritized the various opportunities to improve future transportation and mobility challenges within south Orange County that were proposed in Phase 1 of the study. From the 1,700+ people surveyed – who reflect a wide range of demographics and preferences – a majority would like OCTA to:

- Increase availability and make improvements to public transit/ rail
- Provide more alternatives to driving and enhance accessibility (trollies, biking, light rail, walking, etc.)
- Offer flexible roadway pricing based on demand
- Not add more toll roads
- Focus on current roads and freeways to expand, improve and better connect paths for active transportation (pedestrian, bicycle, etc.)

The summary below presents the top-ranked results related to participants priorities on transportation and mobility strategies, improvements and goals. See Appendix B for the full survey results.

Table 1: Summary of Key Findings

Top Ranked	Second Ranked	Third Ranked		
Priority Ranking - Transportation Needs (1,429 responses ranked a strategy as the top priority)				
Making public transit, bicycling, and walking more convenient and accessible	Protecting the environment and preserving transportation infrastructure	Decreasing the overall number of trips made each day		



Top Ranked	Second Ranked	Third Ranked		
28%	26%	24%		
Set Vour Budget – Transpo	rtation Strategy Budget Allo	cation		
(\$100 budget allocation)	rtation Strategy Budget And	Cation		
Reduce freeway bottlenecks	Make rail and transit	Implement technology-based		
reduce freeway bettieffeeks	improvements	improvements		
Average Amount: \$23.99	Average Amount: \$16.83	Average Amount: \$13.48		
Effective Otrote on Believe		Average Amount. \$13.46		
Effective Strategy Rating (1				
	ervice (1,677 individuals rated 5	,		
More Train Service	Reliable Bus Service	Freeway Bus Routes		
34%	26%	20%		
Efficient Roads and Freewa	ys (1,832 individuals rated 5 star	rs)		
Technology	Freeway Performance	Freeway Access		
37%	37%	26%		
Improved Active Transport	ation (1,590 individuals ranked 5	stars)		
Safety Improvements	Connect Paths	Road Space Reconfiguration		
38%	34%	28%		
Reduced Car Dependency	(1,590 individuals rated 5 stars)			
Transit	Integrated Trip Planner	Biking and Walking Incentives		
24%	22%	20%		
Pricing Strategies (687 indivi				
User Pricing	Incentivize Toll Roads (e.g.	Price-Managed Lanes (e.g.		
	241 Toll Road)	tolled 91 Express Lanes)		
37%	33%	29%		
New Technologies (1,271 individuals rated 5 stars)				
Broadband	Electric Vehicles	Self-Driving Vehicles		
40%	38%	21%		



SURVEY OVERVIEW

Survey Format

The Phase 2 survey was offered in English, Spanish, Mandarin, Korean, and Vietnamese to accommodate the south Orange County population demographics. An online survey was created using MetroQuest to provide an interactive experience while collecting more detail responses. The survey was also offered through the project information telephone line with a live operator to conduct the survey verbally, making the survey accessible to a wider range of people. The operator was available to provide the survey in English and Spanish, and for the Vietnamese, Korean and Mandarin surveys, the operator would return the stakeholder's call. The survey had a total of 23 questions that focused on prioritizing the transportation strategies based off the study's results from Phase 1.

The survey included several pages with different formats to respond to questions. After the "Welcome" page, respondents were taken to the "Transportation Needs" question, where they could rank 4 transportation goals by what was most important to them. The third page of the survey contained the "Set Your Budget" question. This question allowed respondents to virtually allocate tokens to invest in the transportation strategies they prefer. Following this question was the "Strategy Rating" page. Survey participants were asked to give 1-5 stars to rate how effective they believe each strategy is for improving transportation in south Orange County.

The survey concluded with optional demographic questions related to age, ethnicity, and location, as well as a sign-up to receive project updates and a link to the study's website. Participants were able to take the survey through a desktop or on their mobile device.

Survey Outreach

Several channels were utilized to notify the south Orange County community of the survey. The engagement methods included targeted advertisement through geofencing and Facebook, mailed postcards, online tools, social media, and communication toolkits distributed to cites and stakeholders within the project area. Reference Appendix D for all outreach efforts.

Geofencing, a location-based online advertising tool, was utilized to promote the survey to a wide audience and allowed the Project Team to focus on specific south Orange County zip codes to ensure the survey reached the target audience. Bilingual advertisements were promoted in Spanish, Mandarin, Korean, and Vietnamese. The multi-lingual geofencing ad campaign led to 400,009 impressions, which is the indicator of how many users saw the ad. These impressions led to an overall clickthrough rate (CTR) of .13% in one month compared to an industry average of 2% which is accumulated over multiple months. In relation to geofencing, the CTR is the ratio showing how often individuals who saw the study's ad ended up clicking on it. The ad campaign's CTR resulted in a total of 538 clicks. The number of clicks is the measurement of how many people engaged with the ad. See Appendix C for the geofencing raw data results.



The virtual meeting room provided a supplementary interactive experience for those interested in the study. Participants could learn more about the study, submit comments, register for future project updates, and access the study's survey link. OCTA's Study VMR gave south Orange County residents an additional opportunity to provide more feedback outside of the survey format. The VMR was promoted along with the survey in social media posts, advertisements, and email outreach.

Through the various outreach methodologies, the online survey was successfully distributed to a wide target audience which provided quality data for an analysis of the results. Refer to Table 2 for an overview of the distribution channels.

Table 2: Summary of Survey Outreach

#.	Notification Method	Audience	Notes
1.	Community Meeting/Survey Postcard	 Low income community Disadvantaged community Stakeholder database (including Phase 1 participants, community organizations, city staff, major businesses, and facilities, etc.) 	 Mailed postcards to over 13,200 stakeholders (English/ Spanish; interpretation was offered in Korean, Mandarin and Vietnamese) Featured on project webpage
2.	Facebook Ads (also distributed through Facebook Messenger and Instagram) and Facebook Posts 15 Facebook Ads 4 Regular Posts	 South Orange County Zip codes with a high Spanish, Korean, Vietnamese and Mandarin Population 	 English Ads Statistics Total Reach: 8,609 Total Link Clicks: 91 Spanish Ads Statistics Total Reach: 7,940 Total Link Clicks: 108 Korean Ads Statistics Total Reach: 4,994 Total Link Clicks: 47 Vietnamese Ads Statistics Total Reach: 5,146 Total Link Clicks: 53 Mandarin Ads Statistics Total Reach: 4,485 Total Link Clicks: 52

January 2021



#.	Notification Method	Audience	Notes	
			 English Regular Post Statistics Total Reach: 2,670 Total Link Clicks: 62 	
3.	Twitter Posts	OCTA Twitter Followers and General Public	5 PostsTotal Retweets: 7Total Likes: 8	
4.	Geofencing Ads	 South Orange County Zip codes with a high Spanish, Korean, Vietnamese and Mandarin Population 	 English/Spanish Statistics Total Impressions: 286,670 Total Clicks: 368 English/Korean Ads Statistics Total Impressions: 26,667 Total Clicks: 42 English/Vietnamese Ads Statistics Total Impressions: 26,672 Total Clicks: 51 English/Mandarin Ads Statistics Total Impressions: 60,000 Total Clicks: 77 	
5.	Communications Toolkit	 South county cities and the County OCTA's Citizen's Advisory Committee, Special Needs Advisory Committee, and Diverse Community Leaders Group Transportation partners Environmental Community HOAs Chambers of Commerce 	Provided instructions to distribute the survey via electronically to the stakeholder's constituents.	



#.	Notification	Audience	Notes
6.	Method Digital - Email Blasts - OCTA On the Move blog - Linking to project website and survey	Stakeholder database (including Phase 1 participants, HOAs, community organizations, city staff, major businesses, and facilities, etc.)	 Eblast distributed to stakeholder database (over 800 stakeholders) and OCTA customer database (36,540). Blog article distributed to 12,700 readers
7.	Announcement at meetings	 Stakeholder Roundtable Technical Working Group meetings Transportation Agency Working Group Meetings Telephone Townhall Meeting Presentation to the City of San Clemente, City of Lake Forest and South Orange County Economic Coalition Public Webinar Elected Officials Roundtable 	Survey link was provided at each meeting
8.	News Release	Media outlets	The release promoted the Telephone Townhall as well as the online survey, Virtual Meeting Room and project information phone line.
9.	Virtual Meeting Room	 South Orange County Stakeholder database (including Phase 1 participants, HOAs, community organizations, city staff, major businesses, and facilities, etc.) 	 171 users, with an average of 1 minute and 20 seconds of engagement time per session 14 registrations and 7 comment forms completed Open for the entirety of Phase 2 Survey link provided in VMR



SURVEY RESULTS ANALYSIS

The survey results were analyzed based on the 1,708 responses collected from the 23question survey.

Geographic Distribution

Over half of the survey respondents indicated they both lived and worked in south Orange County.

Home Zip Code

Out of the 1,708 surveys collected, 76% of the respondents shared their home zip code (1,301) and 84% of those respondents shared they live within the project area as shown in Figure 1. 12% of the respondents indicated their home zip code was outside of the project area but still within Orange County, the majority being east of the project area (in Ladera Ranch) with some respondents immediately adjacent to the west of the project area. There was a higher concentration of survey participants in San Clemente, San Juan Capistrano, Laguna Niguel, Aliso Viejo and Rancho Santa Margarita. Although the responses are concentrated more in some areas than others, the responses collected are spread throughout the entire project area, especially when combined with the work zip codes.



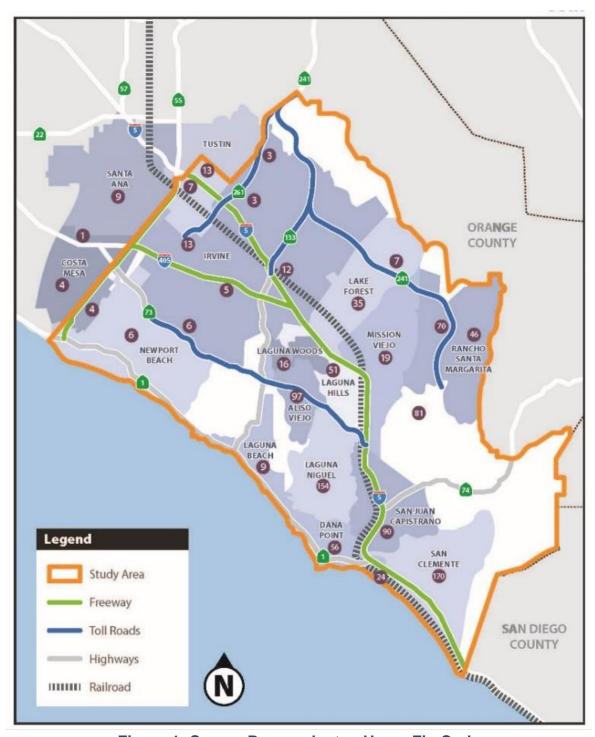


Figure 1: Survey Respondents - Home Zip Code



Work Zip Code

56% of the survey respondents (952) indicated their work zip code and from these respondents, 69% indicated their work zip code is within the project area. There was a higher concentration of survey participants in San Clemente, the south Irvine area, and Mission Viejo. The work zip codes varied from the home zip codes, having a higher number of respondents from the east project area. The overall number of work zip code responses collected are more evenly distributed throughout the entire project area compared to the home zip code distribution.

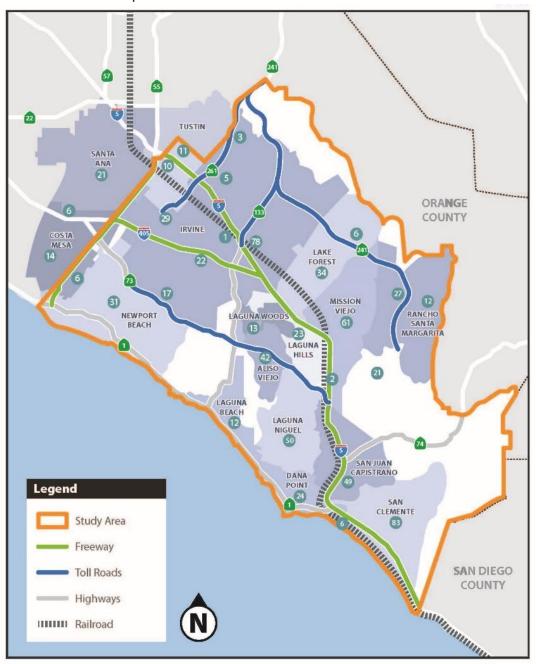


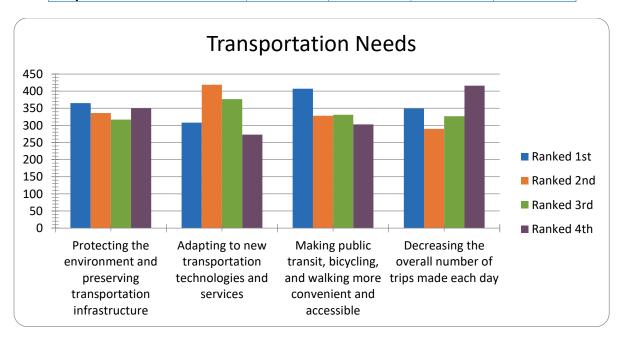
Figure 2: Survey Respondents - Work Zip Code



Priority Ranking - Transportation Needs

One question was asked to analyze the transportation needs most important to survey participants in south Orange County. The table below gives an overview of how many times each option was ranked in first, second, third, and fourth. Overall, the option "making public transit, bicycling, and walking more convenient and accessible" was ranked first the greatest number of times, revealing this was the most important transportation need to a majority of participants. Additional comments provided by survey participants on this question are also included in Appendix B.

Option	Ranked 1 st (Top)	Ranked 2 nd	Ranked 3 rd	Ranked 4 th
Protecting the environment and preserving transportation infrastructure *Based on 1,368 respondents	365	336	317	350
Adapting to new transportation technologies and services *Based on 1,377 respondents	308	419	377	273
Making public transit, bicycling, and walking more convenient and accessible *Based on 1,369 respondents	407	328	331	303
Decreasing the overall number of trips made each day *Based on 1,382 respondents	349	290	327	416



Phase 2: Summary of Survey Results

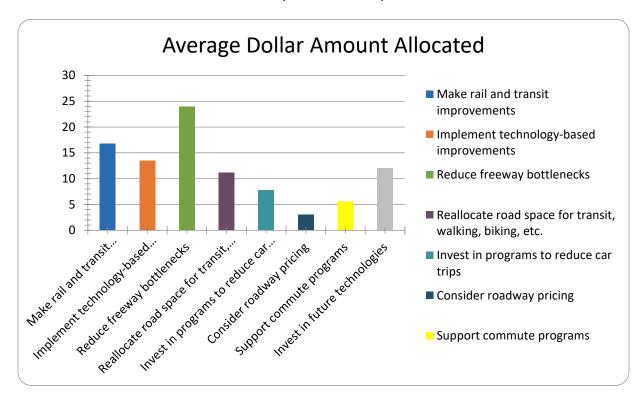


Set Your Budget – Transportation Strategy Budget Allocation

One question asked participants to allocate virtual tokens to represent the transportation strategies they believe should be invested in. Participants were allotted \$100 to distribute. Results are based off of 1,439 English participants and 1 Spanish participant. Survey respondents gave precedent to reducing freeway bottlenecks, making rail and transit improvements, and implementing technology-based improvements. Additional comments can be viewed in Appendix B.

#	Option	Average Dollar Amount
1.	Make rail and transit improvements	\$16.83
2.	Implement technology-based improvements	\$13.48
3.	Reduce freeway bottlenecks	\$23.99
4.	Reallocate road space for transit, walking, biking, etc.	\$11.22
5.	Invest in programs to reduce car trips	\$7.77
6.	Consider roadway pricing	\$3.07
7.	Support commute programs	\$5.57
8.	Invest in future technologies	\$12.08

* Based upon 1,440 respondents



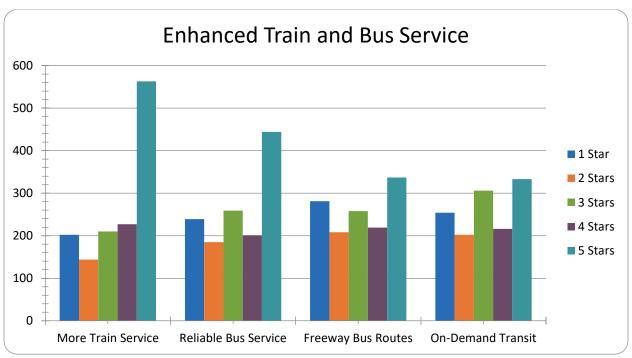


Effective Strategy Rating

Participants were asked to provide a 1-5 star rating, with 1 being the least, on how effective they think each strategy would be in improving travel in south Orange County. There was a total of 21 strategies to rate, organized by 6 categories. Only English participants provided feedback for this specific question.

The rating of each option reveals the level of priority respondents believe each strategy should possess. The data from this question shows that the following from each category were rated 5 stars the most times: more train service, technology/ freeway performance, safety improvements, transit, price-managed lanes, and broadband. Survey participants believe focusing on these strategies would be the most beneficial to improving mobility. The bar graphs below provide detail on how many times each strategy was given a 1-5 star rating. Additional comments can be viewed in Appendix B.

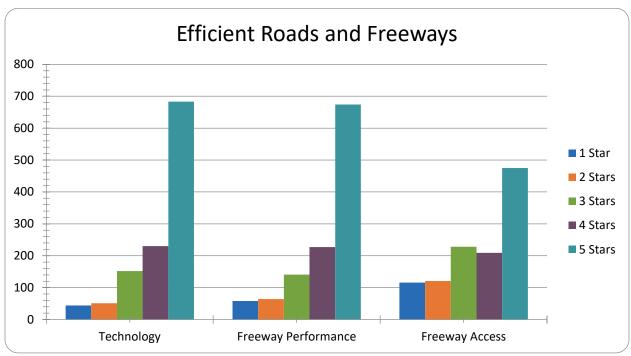
Enhanced Train and Bus Service



*Based upon 563 respondents

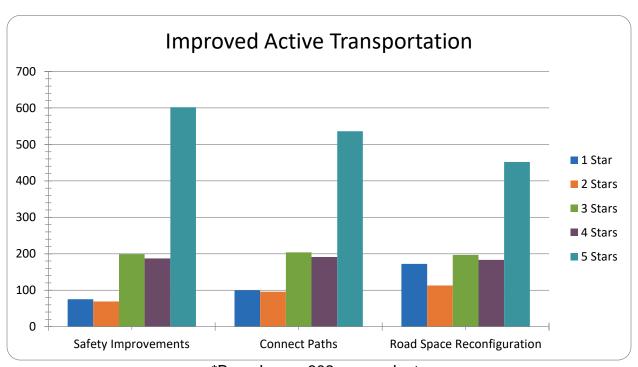


Efficient Roads and Freeways



*Based upon 683 respondents

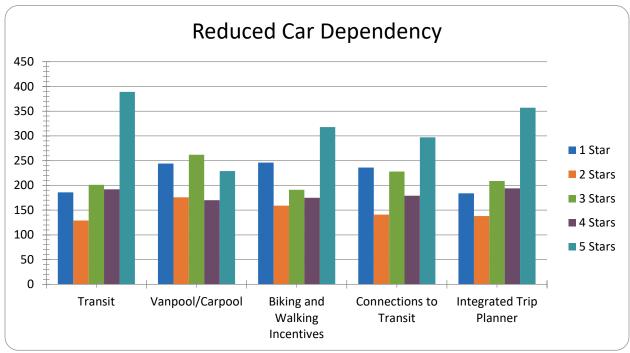
Improved Active Transportation



*Based upon 602 respondents

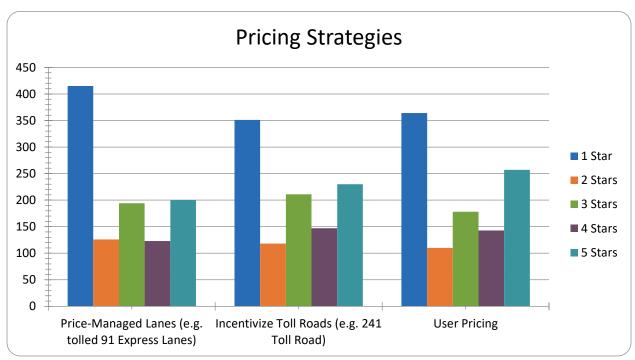


Reduced Car Dependency



*Based upon 389 respondents

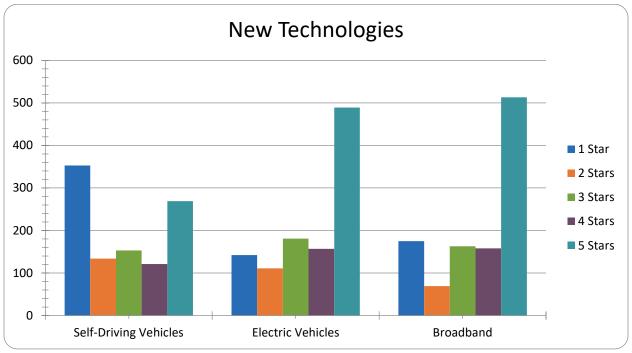
Pricing Strategies



*Based upon 415 respondents



New Technologies



*Based upon 513 respondents

Stay Involved

A total of 474 email contacts were received and were included in the Stakeholder Database to receive notifications, project updates, community meeting invites and to be included in outreach during Phase 3.



CONCLUSION

The ranking question format in this survey allows the Project Team to review a broader spectrum of detailed responses. The survey's compiled results showed respondents value the following: increasing availability and making improvements to public transit/ rail; making driving alternatives more accessible (biking, walking, etc.); offering flexible roadway pricing based on demand; not adding more toll roads; and focusing on current roads and freeways to expand and improve.

During Phase 3 of the PIP, OCTA will further analyze the remaining strategy options in order to recommend a Locally Preferred Strategy (LPS). Analysis of the feedback garnered during Phases 1 and 2 will aid OCTA in creating and proposing the LPS to effectively improve future transportation in south Orange County.





Appendices





Appendix A Surveys

Appendix A.1 Online Survey (English;

Spanish; Mandarin; Korean;

Vietnamese)

Appendix A.2 Phone Survey Script

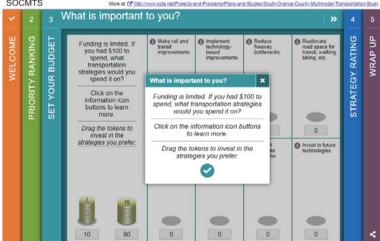




Appendix A

Appendix A.1 Online Survey (English;
Spanish; Mandarin; Korean;
Vietnamese)





Privacy - About MetroQuest

STRATEGY Efficient Roads and Freeways Strategy Rating Please give 1-5 stars to rate how effective you think each strategy is for improving travel in south county. Improved Active Transportation **** Reduced Car Dependency Provide higher-speed bus routes that use freeways to serve key destinations On-Demand Transit
Expand on-demand shuttle service (e.g., OC Flex) ricing Strategies SOCMTS More at: (2) http://www.octa.net/Protects-and-Programs/Plans-and-Studies/South-Orange-County-Multimodal-Transportation-Study Privacy - About MetroQuest Wrap Up STRATEGY RATING WRAP UP Demographic Questions (Optional) Thank You! > 1. What is your worksite zip code if you have one? Thank you for taking the survey. Your eedback will help us identify transportation improvements in south Orange County. Visit 2. What is your home zip cc Wrap Up re about the study. Type. ect Site Demographic Questions > 3. What is your age range others and help us get Thank you for taking the survey. Your feedback will help us identify 4. What is your combined a

SOCMTS

SOCMTS

More at D7 http://www.octa.net/Projects.and-Programs/Plans.and-Studies/South-Orange-County-Mutimodal-Transportation-Study

More at: 🗗 http://www.octa.net/Projects-and-Programs/Plans-and-Studies/South-Orange-County-Multimodal-Transportation-Study

STRATEGY RATING

WRAP UP

WRAP

0

What transportation needs are important to you?

Long-term investments and strategies

are needed to address transportation

challenges and opportunities in south

Please drag the 4 items in the order that is important to you.

Enhanced Train and Bus Service

Invest in transit service frequency and reliability

Protecting the environm What transportation needs ar...

↑ Please drag the 4 items above this line 1 in the order that is important to you.

Strategy Rating

Enhanced Train

and Bus Service

Making public transit, bi

Decreasing the overall

Adapting to new transpi

Privacy - About MetroQuest

Select

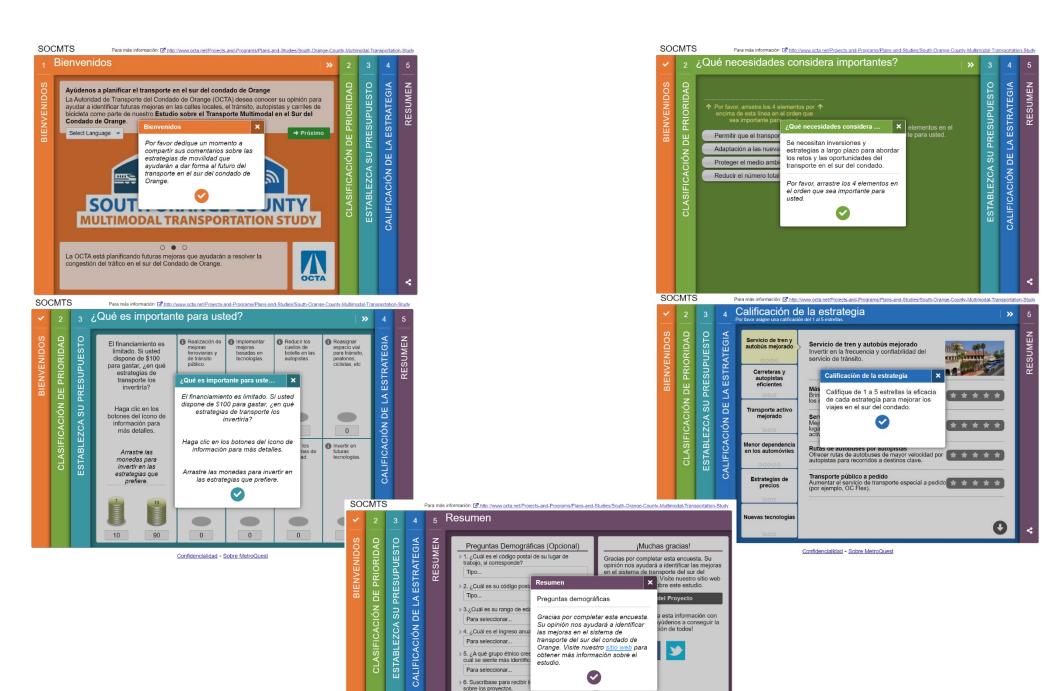
5. What ethnic group do y part of or feel closest to? Select

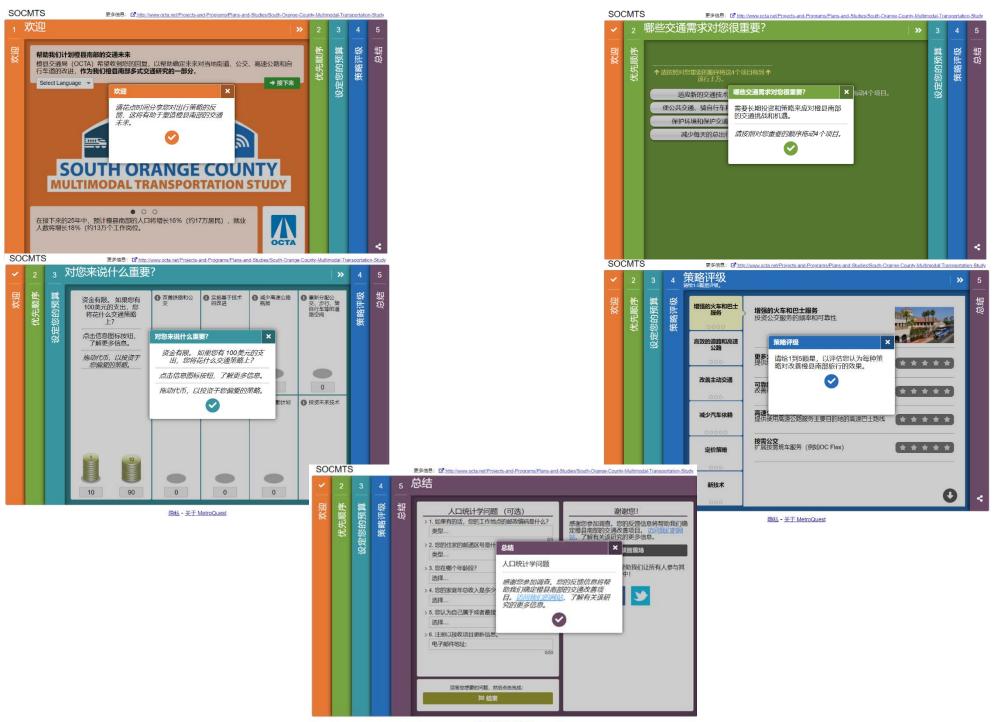
6. Sign up to receive project updates Email Address:

Answer the questions you want to, then click Finish

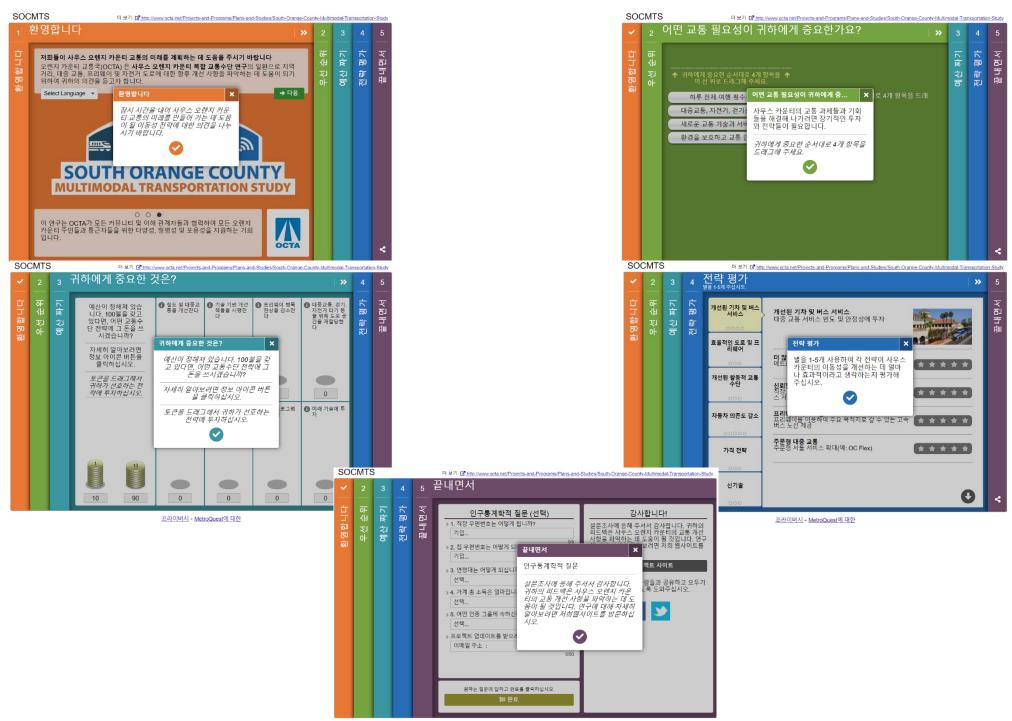
transportation improvements in south Orange County. Visit our website to

learn more about the study.





題私 - 关于 MetroQuest



프라이버시 - MetroQuest에 대한







Appendix A

Appendix A.2 Phone Survey Script

OCTA SOCMTS Phase 2 Live Answer Phone Survey Script

English

Advise: "Thank you! The Orange County Transportation Authority (OCTA) is planning for future improvements that will help address traffic congestion in south Orange County. We want to hear from you to help identify future improvements to local streets, transit, freeways and bikeways as part of our study. I will now proceed with asking you the survey questions."

Ask VERBATIM: "Let's start by ranking the following transportation needs from most important to least important for you?"

- **A. Decreasing the overall number of trips made each day** (Freeways and the street system near freeway interchanges in south county are consistently congested. Population and employment growth are projected to increase by approximately 20% by 2045, which would worsen traffic.)
- **B. Making public transit, bicycling, and walking more convenient and accessible** (The automobile-focused street network in south county present challenges for providing efficient transit service, meeting the travel needs of non-drivers, and supporting safe travel conditions for all users. Land use patterns that are dominated by single family housing separated from shopping and jobs are another challenge.)
- **C.** Adapting to new transportation technologies and services (Advancements in technologies such as autonomous vehicles, high-speed electric vehicle charging, and e-bikes could change travel behaviors and how traffic operates. Increased levels of telework and telemedicine and lingering COVID-19 concerns could decrease travel overall.)
- **D. Protecting the environment and preserving transportation infrastructure** (Vehicular emissions negatively affect air quality and contribute to climate change. Risks like rising sea level, extreme heat events, and increased frequency of wildfires threaten the transportation network)
- * Transportation Need (1st)
- * Transportation Need (2nd)
- * Transportation Need (3rd)
- * Transportation Need (4th)

Ask VERBATIM: "Given funding is limited, which of the following transportation strategies are the most important to you? Please pick your top three."

- A. Make rail and transit improvements
- B. Implement technology-based improvements
- C. Reduce freeway bottlenecks
- D. Reallocate road space for transit, walking, biking, etc.
- E. Invest in programs to reduce car trips
- F. Consider roadway pricing
- G. Support commute programs
- H. Invest in future technologies
- * Transportation Strategy 1
- * Transportation Strategy 2
- * Transportation Strategy 3

Advise VERBATIM: "Please give 1-5 stars to rate how effective you think each strategy is for improving travel in south county."

Advise: "These first 4 strategies are in relation to Enhanced Train & Bus Service - Investing in transit service frequency and reliability."

1. More Train Service

Provide infrastructure needed to increase Metrolink service

* More Train Service # of Stars (1-5)

2. Reliable Bus Service

Improve bus service to jobs, education, shopping, and other activities

* Reliable Bus Service # of Stars (1-5)

3. Freeway Bus Routes

Provide higher-speed bus routes that use freeways to serve key destinations

* Freeway Bus Routes # of Stars (1-5)

4. On-Demand Transit

Expand on-demand shuttle service (e.g., OC Flex)

* On-Demand Transit # of Stars (1-5)

Advise: "These next 3 strategies are in relation to Efficient Roads and Freeways - Improving performance of roads."

1. Technology

Use signal timing and other technologies to reduce traffic congestion

* Technology # of Stars (1-5)

2. Freeway Performance

Implement strategies to address freeway bottlenecks

* Freeway Performance # of Stars (1-5)

3. Freeway Access

Add or improve freeway ramps to reduce congestion

* Freeway Access # of Stars (1-5)

Advise: "These next 3 strategies are in relation to Improved Active Transportation - Making bicycling and walking safer and more convenient."

1. Safety Improvements

Invest in safety improvements at locations with frequent accidents

* Safety Improvements # of Stars (1-5)

2. Connect Paths

Complete missing sidewalk and bike lane connections

* Connect Paths # of Stars (1-5)

3. Road Space Reconfiguration

Reconfigure some streets to provide safe facilities for pedestrians, bicyclists, and/or low-speed electric vehicles (e.g., e-bikes, electric scooters)

* Road Space Reconfig # of Stars (1-5)

Advise: "These next 5 strategies are in relation to Reduced Car Dependency - Encouraging transportation options other than driving alone."

1. Transit

Offer reduced fare programs to enhance access to bus and Metrolink services

* Transit # of Stars (1-5)

2. Vanpool/Carpool

Provide incentive and reward programs for vanpooling or carpooling

* Van/Carpool # of Stars (1-5)

3. Biking and Walking Incentives

Provide subsidies and education programs for people who use a form of active transportation

* Biking/Walking # of Stars (1-5)

4. Connections to Transit

Provide subsidies for rideshare services like Uber/Lyft to and from transit stations

* Connect to Transit # of Stars (1-5)

5. Integrated Trip Planner

Support smartphone apps that can plan, book, and pay for multiple mobility services (e.g., shared car or bike, train, bus) and get from point A to B based on preferred cost, time, and convenience

* Integrated Trip Planner # of Stars (1-5)

Advise: "These next 3 strategies are in relation to Pricing Strategies - Providing incentives or disincentives to manage use of roadways"

1. Price-Managed Lanes (e.g. tolled 91 Express Lanes)

Carpool lanes on freeways are free for vehicles with three or more persons, but others can use the lanes if they pay a toll

* Price-Managed Lanes # of Stars (1-5)

2. Incentivize Toll Roads (e.g. 241 Toll Road)

Provide incentives to encourage more drivers to use the toll roads.

* Incentivize Toll Roads # of Stars (1-5)

3. User Pricing

Charge drivers low or no fees at low-demand times and higher fees at high-demand times to ensure reliable travel conditions

* User Pricing # of Stars (1-5)

Advise: "These next 3 strategies are in relation to New Technologies - Supporting emerging transportation technologies and broadband infrastructure"

1. Self-Driving Vehicles

Require self-driving vehicles to operate in a designated freeway lane

* Self-Driving Vehicles # of Stars (1-5)

2. Electric Vehicles

Invest in charging infrastructure for electric vehicles

* Electric Vehicles # of Stars (1-5)

3. Broadband

Invest in broadband infrastructure to support increased work-from-home and new technologies like self-driving cars

* Broadband # of Stars (1-5)

Advise VERBATIM: "Thanks for your input! Now, please tell us a little about yourself. These next questions are optional so if you prefer not to answer a particular question then just let me know." Ask VERBATIM: "What is your worksite zip code if you have one?"

* Worksite Zipcode

Ask VERBATIM: "What is your home zip code?"

* Home Zipcode

Ask VERBATIM: "What is your age range?"

* Age Range - Conditional:

16-24

25-34

35-44

45-54

55-64

65-74

75 or older

Prefer Not to Answer

Ask VERBATIM: "What is your combined annual household income?"

* Annual Household Income - Conditional:

Less than \$30,000

\$30,000 - \$49,999

\$50,000 - \$79,999

\$80,000 - \$109,000

\$110,000 - \$169,000

\$170,000 or more

Prefer Not to Answer

Ask VERBATIM: "What ethnic group do you consider yourself a part of or feel closest to?"

* Ethnic Group - Conditional:

Caucasian/White

Latino/Hispanic

African American/Black

American Indian or Alaskan Native

Asian – Korean, Japanese, Chinese, Vietnamese, Filipino, or other Asian

Pacific Islander

Middle Eastern

Mixed Heritage

Other

Prefer Not to Answer

Ask VERBATIM: "Is there a good email address we can send any project updates to?"

* Email Address

Advise: "Thank you for your time and valuable input. Have a great day!"

Email (and DELIVER) Office (brad@mbimedia.com)

OCTA SOCMTS Phase 2 Live Answer Phone Survey Script

Spanish

"¡Gracias! La Autoridad de Transporte del Condado de Orange (OCTA) está planificando mejoras futuras que ayudarán a abordar la congestión del tráfico en el sur del Condado de Orange. Queremos saber de usted para ayudar a identificar mejoras futuras en las calles, el tránsito, las autopistas y las ciclovías locales como parte de nuestro estudio. Ahora procederé a hacerle las preguntas de la encuesta ".
"¿Empecemos a clasificar las siguientes necesidades de transporte de las más importantes a las menos importantes para usted?"

- **A. Reducir el número total de viajes que realiza cada día.** (Las autopistas y las calles próximas a los intercambiadores de autopistas en el sur del condado siempre están congestionadas. Para el año 2050 se prevé un 20% de crecimiento de la población y el empleo, lo cual empeorará las condiciones de tráfico.)
- B. Permitir que el transporte público, el uso de bicicletas y caminar resulten más cómodos y accesibles. (La red de calles del sur del condado, centrada en el automóvil, presenta desafíos para proporcionar un servicio de tránsito eficiente, y satisfacer las necesidades de viaje de individuos que no conducen y apoyar las condiciones de viaje seguras para todos los usuarios. Los patrones de uso del suelo dominados por viviendas unifamiliares separadas de las tiendas y los puestos de trabajo son otro reto.)
- C. Adaptación a las nuevas tecnologías y servicios de transporte. (Los avances tecnológicos, como los vehículos autónomos, la recarga ultra rápida de los vehículos eléctricos y las bicicletas eléctricas, podrían cambiar los comportamientos de viaje y el funcionamiento del tráfico. El aumento de los niveles de teletrabajo y telemedicina y la persistente preocupación por el COVID-19 podrían disminuir los transportes en general.)
- **D. Proteger el medio ambiente y preservar las infraestructuras de transporte** (Las emisiones de los vehículos afectan negativamente la calidad del aire y contribuyen al cambio climático. Los riesgos como el aumento del nivel del mar, los eventos de calor extremo y una mayor frecuencia de los incendios forestales amenazan la red de transporte.)
- * Transportation Need (1st)
- * Transportation Need (2nd)
- * Transportation Need (3rd)
- * Transportation Need (4th)
- "Dado que los fondos son limitados, ¿cuál de las siguientes estrategias de transporte es la más importante para usted? Elija las tres principales".
- A. Realice mejoras en los trenes y el tránsito
- B. Implementar mejoras basadas en tecnología
- C. Reducir los cuellos de botella de las autopistas
- D. Reasignar el espacio de la carretera para tránsito, caminar, andar en bicicleta, etc.
- E. Invierta en programas para reducir los viajes en automóvil
- F. Considere los precios de las carreteras
- G. Apoyar los programas de viajes cotidianos
- H. Invierta en tecnologías futuras
- * Transportation Strategy 1
- * Transportation Strategy 2
- * Transportation Strategy 3
- "Por favor, dé de 1 a 5 estrellas para calificar qué tan efectiva cree que es cada estrategia para mejorar los viajes en el sur del condado".
- "Estas primeras 4 estrategias están relacionadas con el servicio mejorado de trenes y autobuses: invertir en la frecuencia y confiabilidad del servicio de tránsito".
- 1. Más servicio de tren proporciona la infraestructura necesaria para aumentar el servicio de Metrolink

- * More Train Service # of Stars (1-5)
- **2. Servicio de autobús confiable -** Mejorar el servicio de autobús a trabajos, educación, compras y otras actividades.
- * Reliable Bus Service # of Stars (1-5)
- **3. Rutas de autobús de la autopista -** Proporcionar rutas de autobús de mayor velocidad que utilicen autopistas para dar servicio a destinos clave
- * Freeway Bus Routes # of Stars (1-5)
- **4. Tránsito a pedido -** Ampliar el servicio de transporte a pedido (por ejemplo, OC Flex)
- * On-Demand Transit # of Stars (1-5)
- "Estas tres estrategias siguientes están relacionadas con carreteras y autopistas eficientes: mejora del rendimiento de las carreteras".
- **1. Tecnología -** Utilice la sincronización de la señal y otras tecnologías para reducir la congestión del tráfico.
- * Technology # of Stars (1-5)
- **2. Rendimiento de la autopista -** Implementar estrategias para abordar los cuellos de botella de las autopistas
- * Freeway Performance # of Stars (1-5)
- 3. Acceso a la autopista Agregue o mejore las rampas de la autopista para reducir la congestión
- * Freeway Access # of Stars (1-5)
- "Estas siguientes 3 estrategias están relacionadas con la mejora del transporte activo: hacer que andar en bicicleta y caminar sea más seguro y conveniente".
- 1. Mejoras de seguridad Invierta en mejoras de seguridad en lugares con accidentes frecuentes
- * Safety Improvements # of Stars (1-5)
- 2. Conectar rutas Completar las conexiones faltantes de aceras y carriles para bicicletas
- * Connect Paths # of Stars (1-5)
- **3.** Reconfiguración del espacio vial Reconfigurar algunas calles para proporcionar instalaciones seguras para peatones, ciclistas y / o vehículos eléctricos de baja velocidad (por ejemplo, bicicletas eléctricas, patinetes eléctricos).
- * Road Space Reconfig # of Stars (1-5)
- "Estas cinco estrategias siguientes están relacionadas con la reducción de la dependencia del automóvil: fomentar opciones de transporte distintas de conducir solo".
- **1. Tránsito -** Ofrecer programas de tarifas reducidas para mejorar el acceso a los servicios de autobús y Metrolink
- * Transit # of Stars (1-5)
- **2.** Vanpool / Carpool Proporcionar programas de incentivos y recompensas para viajes compartidos en furgoneta o viajes compartidos.
- * Van/Carpool # of Stars (1-5)
- **3.** Incentivos para caminar y andar en bicicleta Proporcionar subsidios y programas educativos para las personas que utilizan una forma de transporte activo.
- * Biking/Walking # of Stars (1-5)
- **4. Conexiones al tránsito -** Proporcionar subsidios para servicios de viajes compartidos como Uber / Lyft hacia y desde estaciones de tránsito
- * Connect to Transit # of Stars (1-5)
- **5. Planificador de viajes integrado** Admite aplicaciones de teléfonos inteligentes que pueden planificar, reservar y pagar múltiples servicios de movilidad (por ejemplo, automóvil o bicicleta compartidos, tren, autobús) y llegar del punto A al B según el costo, el tiempo y la conveniencia preferidos
- * Integrated Trip Planner # of Stars (1-5)

"Estas siguientes 3 estrategias están relacionadas con las estrategias de precios: proporcionar incentivos o desincentivos para administrar el uso de las carreteras"

- **1. Carriles con precio administrado** (por ejemplo, 91 carriles exprés con peaje) Los carriles para viajes compartidos en las autopistas son gratuitos para vehículos con tres o más personas, pero otros pueden usar los carriles si pagan un peaje.
- * Price-Managed Lanes # of Stars (1-5)
- **2.** *Incentivar las carreteras de peaje* (por ejemplo, la carretera de peaje 241) Brindar incentivos para alentar a más conductores a usar las carreteras de peaje.
- * Incentivize Toll Roads # of Stars (1-5)
- **3. Precios de usuario -** Cobrar a los conductores tarifas bajas o nulas en momentos de baja demanda y tarifas más altas en momentos de alta demanda para garantizar condiciones de viaje confiables
- * User Pricing # of Stars (1-5)

"Estas tres estrategias siguientes están relacionadas con las nuevas tecnologías: el apoyo a las tecnologías de transporte emergentes y la infraestructura de banda ancha".

- 1. Vehículos autónomos Exigir que los vehículos autónomos operen en un carril de autopista designado
 * Self-Driving Vehicles # of Stars (1-5)
- 2. Vehículos eléctricos Invertir en infraestructura de carga para vehículos eléctricos
- * Electric Vehicles # of Stars (1-5)
- **3. Banda ancha -** Invertir en infraestructura de banda ancha para respaldar un mayor trabajo desde casa y nuevas tecnologías como automóviles autónomos
- * Broadband # of Stars (1-5)

VERBATIM: "¡Gracias por tu aporte! Ahora, cuéntanos un poco sobre ti. Estas siguientes preguntas son opcionales, así que si prefieres no responder una pregunta en particular, házmelo saber".

VERBATIM: "¿Cuál es el código postal de su lugar de trabajo si tiene uno?

* Worksite Zipcode

VERBATIM: "¿Cuál es el código postal de su casa?"

* Home Zipcode

VERBATIM: "¿Cuál es su rango de edad?"

* Age Range - Conditional:

16-24

25-34

35-44

45-54

55-64

65-74

75 or older

Prefer Not to Answer

VERBATIM: "¿Cuál es su ingreso familiar anual combinado?"

* Annual Household Income - Conditional:

Less than \$30,000

\$30,000 - \$49,999

\$50,000 - \$79,999

\$80,000 - \$109,000

\$110,000 - \$169,000

\$170,000 or more

Prefer Not to Answer

VERBATIM: "¿De qué grupo étnico se considera parte o se siente más cercano?"

* Ethnic Group - Conditional:

Caucasian/White

Latino/Hispanic

African American/Black

American Indian or Alaskan Native

Asian – Korean, Japanese, Chinese, Vietnamese, Filipino, or other Asian

Pacific Islander

Middle Eastern

Mixed Heritage

Other

Prefer Not to Answer

VERBATIM: "¿Existe una buena dirección de correo electrónico a la que podamos enviar actualizaciones del proyecto?"

* Email Address

"Gracias por su tiempo y valiosos comentarios. ¡Que tenga un gran día!"
Email (and DELIVER) Office (brad@mbimedia.com;emazariegos@mbimedia.com)

Stop here





Appendix B Survey Results

Appendix B.1 Compiled Survey Results





Appendix B

Appendix B.1 Compiled Survey Results

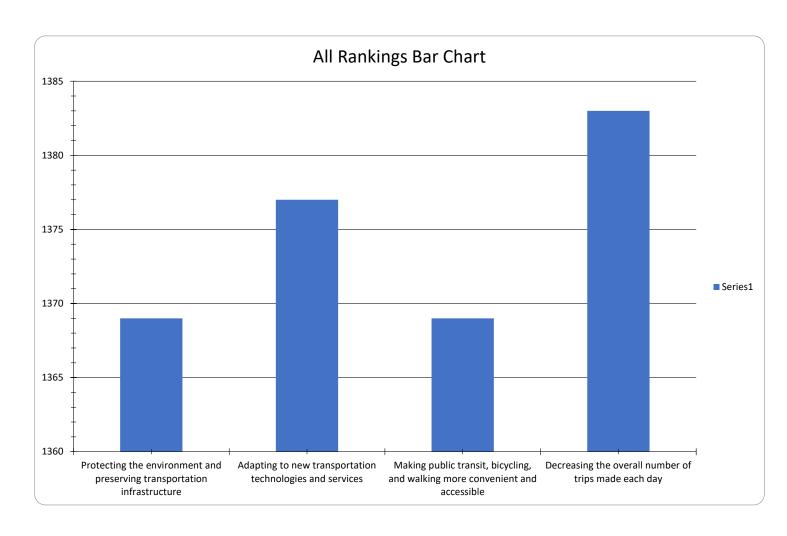
File contains all data collected as of July-13-2021 06:00:00-UTC. All data reported in UTC. Click the Refresh button in Data Center to download the latest dataset.

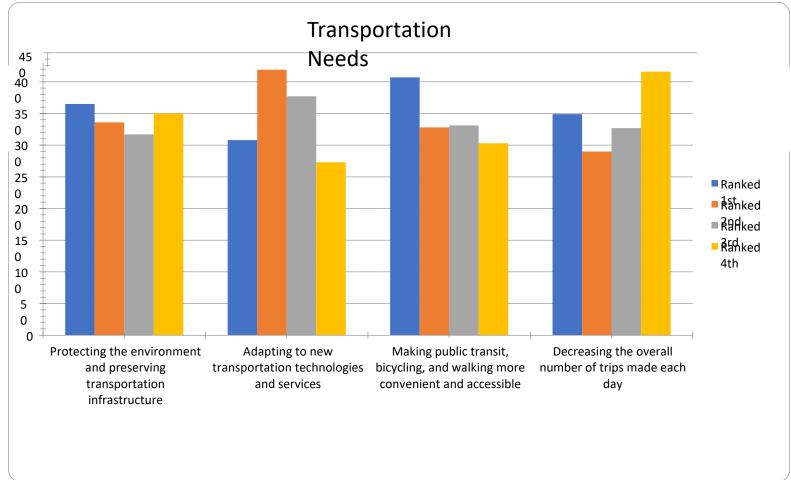
SiteVisited	Campaign	Visitors	Participan	its
st7h7p		330)7	1707
st7h7p	fb		1	1

Item	# Inputs
Protecting the environment a	1369
Adapting to new transportation	1377
Making public transit, bicyclin	1369
Decreasing the overall number	1383

Option	Ranked 1 (To	Ranked 2	Ranked 3	Ranked 4
Protecting th	365	336	317	350
Adapting to r	308	419	377	273
Making publi	407	328	331	303
Decreasing th	349	290	327	416

File contains all data collected as of July-13-2021 06:00:00-UTC. All data reported in UTC. Click the Refresh button in Data Center to download the latest dataset.

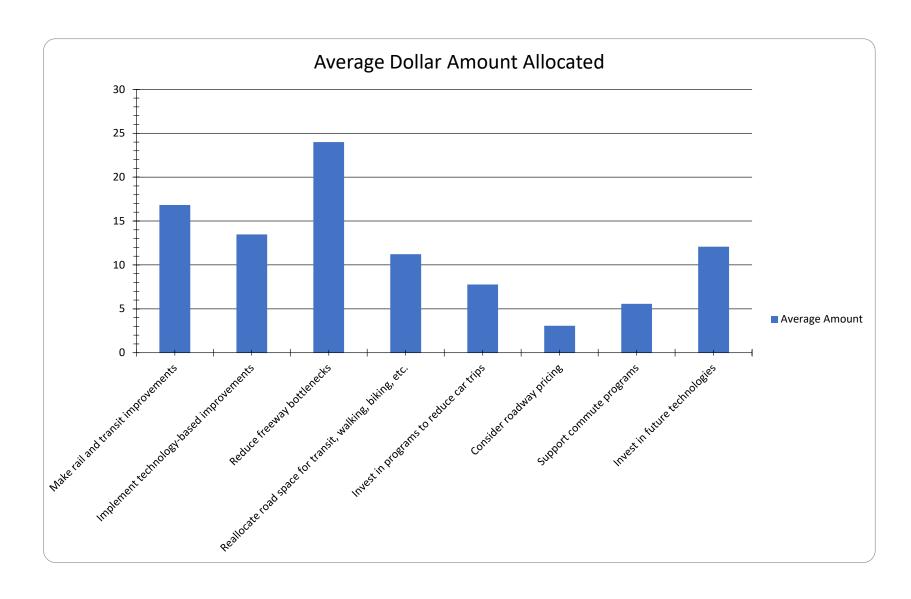




	•			e Refresh button in Da	ta Center to download the latest dataset.			
VisitID VisitTime	SiteVisited Ca	mpaign Platform	Set	Item	Comment	Negative	Neutral	Positive
					Bicycling (convenience, accessibility, andsafety) should be our			
373782 7-6-2021 18:30:03	st7h7p	web	General Comment	General Comment	number one priority.	2%	56%	42%
					None of these needs address my needs. Improved bicycle/E-			
					bike dedicated trails/lanes. Improved maintenance of			
					automobile focused roadways/traffic signal coordination.			
					Reduction of fuel costs/taxes/fees related to freedom of			
					movement using personal vehicles that allow me to travel at			
					my choice of time and destination and frequency. Retaining of			
383791 12-6-2021 14:52:42	st7h7p	web	General Comment	General Comment	single family housing developement.	4%	18%	78%
					Cannot read any of these options in theirentirety. This quiz is			
387108 15-6-2021 17:06:19	st7h7p	mobile	General Comment	General Comment	poorly designed for mobile.	75%	21%	4%
					Covid has changed work habits. Review needs now, before			
					spending more money.			
					OC has NEVER taken into account the pervasive expansion and			
					revision of hwy 5 over the past 20 years. The simple fact that			
					this highway has been constantly modified for the past 20			
					years has contributed to a SIGNIFICANT percentage of travel			
392116 18-6-2021 19:33:15	st7h7p	web	General Comment	General Comment	time.	62%	28%	10%
392110 18-0-2021 19.33.13	3(/11/β	WED	General Comment	General Comment	Please consider pedestrian bridges on Crown Valley Parkway	0270	2070	1070
					between Medical Center Drive and Interstate 5. A bridge			
					connecting The Shops at Mission Viejo with the Kaleidoscope			
					center (with intermediate connection to the new restaurants			
					next to the Chevron, would make the whole area more			
					convenient and attractive for business and would reduce			
					pedestrian-induced congestion on Crown Valley. A pedestrian			
					bridge connecting Mission Hospital tothe other side of Crown			
392265 18-6-2021 19:55:42	ct7h7n	web	General Comment	General Comment	Valley would help too.	3%	30%	67%
332203 10-0-2021 13.33.42	30/11/β	WED	General Comment	General Comment	Can't read selections on cell phone, no way to enlarge	370	3070	0770
392430 18-6-2021 20:04:39	st7h7p	mobile	General Comment	General Comment	sentence	97%	2%	1%
332 100 10 0 2021 2010 1103	307117 p	modific	Ceneral comment	General Comment	The statements need to be completed for meto respond	37,70	2,0	270
392417 18-6-2021 20:12:01	st7h7p	mobile	General Comment	General Comment	rationally	24%	72%	4%
					·			
392528 18-6-2021 20:14:51	st7h7p	mobile	General Comment	General Comment	The statements need to be completed for meto reply rationally	/ 27%	70%	3%
392773 18-6-2021 20:52:10	st7h7p	mobile	General Comment	General Comment	Why can I not choose none of these. Theseare horrible choices		0%	0%
393157 18-6-2021 22:41:52	st7h7p	web	General Comment	General Comment	where is the option to just build bigger and better roads?	1%	8%	91%
					I understand you need to limit the topics, though it is			
393159 18-6-2021 22:52:26	st7h7p	web	General Comment	General Comment	interesting what you pick.	1%	8%	91%
					None of those are good solutions. Delivermore roadway			_
392392 18-6-2021 23:24:48	st7h7p	web	General Comment	General Comment	options.	61%	1%	38%
395299 20-6-2021 14:10:37	st7h7p	web	General Comment	General Comment	The choices presented are incomplete and biased	100%	0%	0%

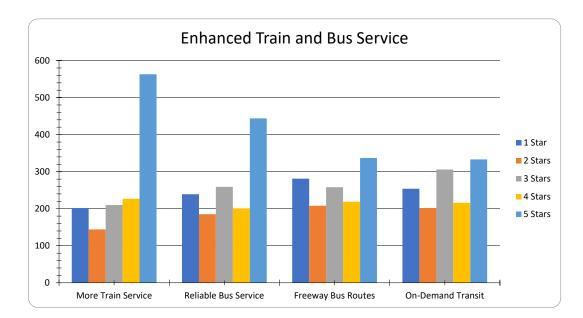
					The 4 options are NOT most important to me. Automobiles are the only rational means to satisfying all the transportation needs in the area and should be the highest priority above all			
397208 22-6-2021 03:14:50	st7h7p	web	General Comment	General Comment	else.	2%	80%	18%
					I can't choose because I'm only getting a partial statement &			
397289 22-6-2021 06:40:19	st7h7p	mobile	General Comment	General Comment	when I tap a choice it doesn't open	24%	76%	0%
					I'm not sure what is meant by 'Decreasingthe overall number			
398357 22-6-2021 21:14:47	st7h7p	web	General Comment	General Comment	of trips made each day' as a 'need'.	6%	91%	3%
					with the COV vaxx death toll coming freeways will not be			
					anywhere NEAR as congested. Also, OC freeways are really no	t		
414666 30-6-2021 22:06:26	st7h7p	web	General Comment	General Comment	that congestedLA freeways are.	62%	6%	32%
424060 7-7-2021 18:11:21	st7h7p	web	General Comment	General Comment	These transportation needs are all of equal importance.	2%	86%	12%

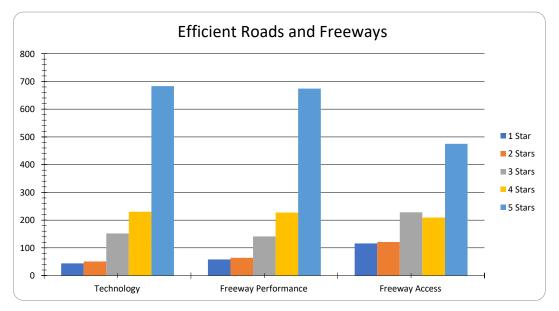
Item	Average Dollar Amo Count	
Make rail and transit improvements	16.83	1439
Implement technology-based improvements	13.48	1440
Reduce freeway bottlenecks	23.99	1439
Reallocate road space for transit, walking, biking, etc.	11.22	1439
Invest in programs to reduce car trips	7.77	1439
Consider roadway pricing	3.07	1439
Support commute programs	5.57	1439
Invest in future technologies	12.08	1439

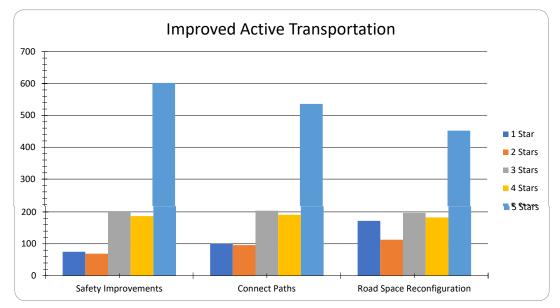


sitID VisitTime	SiteVisited	Campaign	Platform	Set	Item	Comment	Negative	Neutral	Positive
						Would appreciate specifying what each itementails as far as implementation. Difficult to evaluate			
383791 12-6-2021 14:56:26	st7h7p		web	General Comment	General Comment	these without more information.	50%	2%	48%
386466 15-6-2021 03:15:45	st7h7p		mobile	General Comment	General Comment	Light rail and trollies	2%	92%	6%
						90 cents should be spent on reducing freeway bottlenecks and the remainder on future			
391034 18-6-2021 01:09:55	st7h7p		web	General Comment	General Comment	technologies.	11%	86%	3%
						NO MORE TOLL ROADS!!! The TCA has more debt than several Western STATES! I would choose to			
						trust the children at my local lemonade stand rather than the TCA. We pay TOO MUCH TAX as is,			
						and the dynamics of work are changing. I am working from homeright nowand my wife is on an			
392116 18-6-2021 19:55:55	st7h7p		web	General Comment	General Comment	international conference call downstairs. THIS is the future, not flex lanes.	59%	9%	32%
						Future development and redevelopment should be designed around mixed use (commercial and			
						residential) zoning and pedestrain, bicycle, and masstransit. Car-focused development should not			
392265 18-6-2021 20:00:30	st7h7p		web	General Comment	General Comment	be allowed.	11%	87%	2%
392342 18-6-2021 20:01:46	st7h7p		mobile	General Comment	General Comment	This survey is not convenient to use on aphone	100%	0%	0%
392452 18-6-2021 20:07:24	st7h7p		mobile	General Comment	General Comment	The allocation of funds part of your survey doesn't work. Like the toll roads	22%	63%	15%
						It's interesting how common sense things, such as adding roads isn't even focused on this survey.			
						The survey is so far heavily focused on impractical things that sound good on paper, but aren't			
392487 18-6-2021 20:17:04	st7h7p		web	General Comment	General Comment	practical for everyday, real life. People like to buy their car of choice and drive it on a road w/o tolls.	62%	26%	12%
						You limit the choices that are not necessarily the best!! You do not stop building homes, but expect			
393159 18-6-2021 22:50:41	st7h7p		web	General Comment	General Comment	traffic reduction -	100%	0%	0%
393853 19-6-2021 07:49:55	st7h7p		mobile	General Comment	General Comment	We need public transportation to LAX: public bus or shuttle from different locations in OC	22%	69%	9%
						Investments should go first to maximizing capacity and speed from first to last mile. Biking and			
397208 22-6-2021 03:20:40	st7h7p		web	General Comment	General Comment	walking offer practically no capacity or speed benefit.	30%	12%	58%
406209 26-6-2021 14:48:09	st7h7p		mobile	General Comment	General Comment	Can't pick answer	99%	1%	0%
						with folks working from homeall is mute.			
						Also, at last count, about 180,000 Californians have moved OUT OF statefor all the obvious			
414666 30-6-2021 22:07:38	st7h7p		web	General Comment	General Comment	reasons. SO, again, not seeing that big of an issue	84%	15%	1%

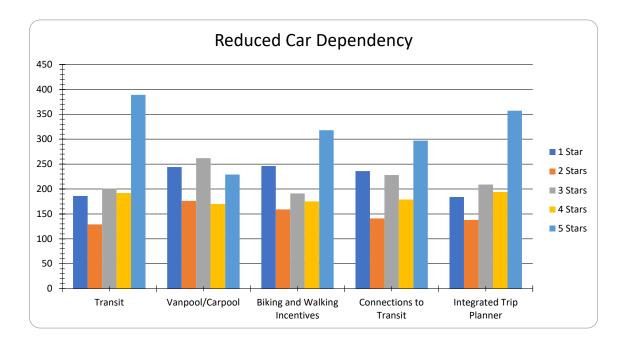
Set	Item	Rating	# Inputs
Enhanced Train and Bus Service	More Train Service	1 Star	2
Enhanced Train and Bus Service	Reliable Bus Service	1 Star	2
Enhanced Train and Bus Service	Freeway Bus Routes	1 Star	2
Enhanced Train and Bus Service	On-Demand Transit	1 Star	2
Enhanced Train and Bus Service	More Train Service	2 Stars	14
Enhanced Train and Bus Service	Reliable Bus Service	2 Stars	1
Enhanced Train and Bus Service	Freeway Bus Routes	2 Stars	21
Enhanced Train and Bus Service	On-Demand Transit	2 Stars	21
Enhanced Train and Bus Service	More Train Service	3 Stars	2
Enhanced Train and Bus Service	Reliable Bus Service	3 Stars	2.
Enhanced Train and Bus Service	Freeway Bus Routes	3 Stars	2
Enhanced Train and Bus Service	On-Demand Transit	3 Stars	31
Enhanced Train and Bus Service	More Train Service	4 Stars	2.
Enhanced Train and Bus Service	Reliable Bus Service	4 Stars	20
Enhanced Train and Bus Service	Freeway Bus Routes	4 Stars	2
Enhanced Train and Bus Service	On-Demand Transit	4 Stars	2
Enhanced Train and Bus Service	More Train Service	5 Stars	5
Enhanced Train and Bus Service	Reliable Bus Service	5 Stars	4
Enhanced Train and Bus Service	Freeway Bus Routes	5 Stars	3.
Enhanced Train and Bus Service	On-Demand Transit	5 Stars	3.
Efficient Roads and Freeways	Technology	1 Star	
Efficient Roads and Freeways	Freeway Performance	1 Star	!
Efficient Roads and Freeways	Freeway Access	1 Star	1
Efficient Roads and Freeways	Technology	2 Stars	
Efficient Roads and Freeways	Freeway Performance	2 Stars	
Efficient Roads and Freeways	Freeway Access	2 Stars	1
Efficient Roads and Freeways	Technology	3 Stars	1
Efficient Roads and Freeways	Freeway Performance	3 Stars	1.
Efficient Roads and Freeways	Freeway Access	3 Stars	2
Efficient Roads and Freeways	Technology	4 Stars	2
Efficient Roads and Freeways	Freeway Performance	4 Stars	2
Efficient Roads and Freeways	Freeway Access	4 Stars	2
Efficient Roads and Freeways	Technology	5 Stars	6
Efficient Roads and Freeways	Freeway Performance	5 Stars	6
Efficient Roads and Freeways	Freeway Access	5 Stars	4
Improved Active Transportation	Safety Improvements	1 Star	
Improved Active Transportation Improved Active Transportation	Connect Paths	1 Star	1
Improved Active Transportation	Road Space Reconfiguration	1 Star	
Improved Active Transportation	Safety Improvements Connect Paths	2 Stars 2 Stars	
Improved Active Transportation	Road Space Reconfiguration	2 Stars	1
Improved Active Transportation	Safety Improvements	3 Stars	1
Improved Active Transportation	Connect Paths	3 Stars	2
Improved Active Transportation	Road Space Reconfiguration	3 Stars	1
Improved Active Transportation	Safety Improvements	4 Stars	1
Improved Active Transportation	Connect Paths	4 Stars	1!
Improved Active Transportation	Road Space Reconfiguration	4 Stars	1
Improved Active Transportation	Safety Improvements	5 Stars	6
Improved Active Transportation	Connect Paths	5 Stars	55
Improved Active Transportation	Road Space Reconfiguration	5 Stars	4
Reduced Car Dependency	Transit	1 Star	1
Reduced Car Dependency	Vanpool/Carpool	1 Star	2
Reduced Car Dependency	Biking and Walking Incentives	1 Star	2.
Reduced Car Dependency	Connections to Transit	1 Star	2
	2360	_ 5.0.	

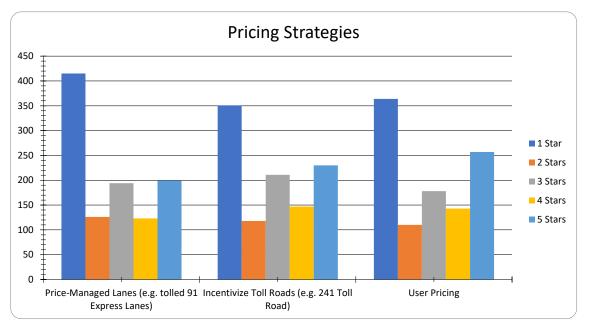


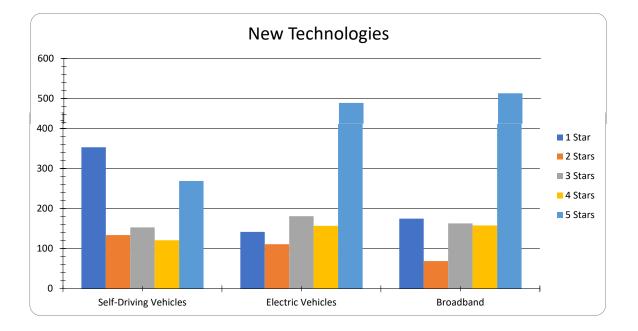




		4.51	
Reduced Car Dependency	Integrated Trip Planner	1 Star	184
Reduced Car Dependency	Transit Varnaal	2 Stars	129
Reduced Car Dependency	Vanpool/Carpool	2 Stars	176
Reduced Car Dependency	Biking and Walking Incentives	2 Stars	159
Reduced Car Dependency Reduced Car Dependency	Connections to Transit Integrated Trip Planner	2 Stars 2 Stars	141
' '	Transit	3 Stars	138 201
Reduced Car Dependency Reduced Car Dependency	Vanpool/Carpool	3 Stars	262
' '	Biking and Walking Incentives		
Reduced Car Dependency Reduced Car Dependency	Connections to Transit	3 Stars	
' '		3 Stars	209
Reduced Car Dependency	Integrated Trip Planner Transit	3 Stars	192
Reduced Car Dependency	Vanpool/Carpool	4 Stars	192
Reduced Car Dependency	·	4 Stars	
Reduced Car Dependency	Biking and Walking Incentives	4 Stars	175
Reduced Car Dependency	Connections to Transit	4 Stars	179 194
Reduced Car Dependency Reduced Car Dependency	Integrated Trip Planner Transit	4 Stars	389
Reduced Car Dependency	Vanpool/Carpool	5 Stars 5 Stars	229
· · · · · · · · · · · · · · · · · · ·	• • •		
Reduced Car Dependency	Biking and Walking Incentives	5 Stars	318
Reduced Car Dependency Reduced Car Dependency	Connections to Transit Integrated Trip Planner	5 Stars	297 357
·			
Pricing Strategies	Price-Managed Lanes (e.g. tolled 93		415
Pricing Strategies	Incentivize Toll Roads (e.g. 241 Toll	·	351
Pricing Strategies	User Pricing	1 Star	364
Pricing Strategies	Price-Managed Lanes (e.g. tolled 93		126
Pricing Strategies	Incentivize Toll Roads (e.g. 241 Toll		118
Pricing Strategies	User Pricing	2 Stars	110
Pricing Strategies	Price-Managed Lanes (e.g. tolled 93	·	194
Pricing Strategies	Incentivize Toll Roads (e.g. 241 Toll		211
Pricing Strategies	User Pricing	3 Stars	178
Pricing Strategies	Price-Managed Lanes (e.g. tolled 93	·	123
Pricing Strategies	Incentivize Toll Roads (e.g. 241 Toll		147
Pricing Strategies	User Pricing	4 Stars	143
Pricing Strategies	Price-Managed Lanes (e.g. tolled 93	•	200
Pricing Strategies	Incentivize Toll Roads (e.g. 241 Toll	·	230
Pricing Strategies	User Pricing	5 Stars	257
New Technologies	Self-Driving Vehicles	1 Star	353
New Technologies	Electric Vehicles	1 Star	142
New Technologies	Broadband	1 Star	175
New Technologies	Self-Driving Vehicles	2 Stars	134
New Technologies	Electric Vehicles	2 Stars	111
New Technologies	Broadband Calf Driving Walded	2 Stars	69
New Technologies	Self-Driving Vehicles	3 Stars	153
New Technologies	Electric Vehicles	3 Stars	181
New Technologies	Broadband	3 Stars	163
New Technologies	Self-Driving Vehicles	4 Stars	121
New Technologies	Electric Vehicles	4 Stars	157
New Technologies	Broadband	4 Stars	158
New Technologies	Self-Driving Vehicles	5 Stars	269
New Technologies	Electric Vehicles	5 Stars	489
New Technologies	Broadband	5 Stars	513
File contains all data collected as	of July-13-2021 06:00:00-UTC All data reno	rtad in LITC Click the Refresh button in Data	Contar to download the latest dataset







	VisitTime	SiteVisited	Campaign Platform		Item	Comment	Negative	Neutral	Positive
						I disagree with relying on subsidies to get people to change behaviour. Would rather use money to			
						finance physical improvements that make connections to transit, and Active transportation more			
						convenient, safe, cost effective, and attractive. Without paying people directly. What incentives			
						would be suggested to increase of toll roads? What percentage of workers work from home? What			
383791	12-6-2021 15:08:24	st7h7p	web	General Comment	General Comment	percentage of workers are required by the nature of their job to travel to a work location?	48%	4%	48%
						Toll roads are inherently unequitable. They disenfranchise rural residents that frequent tolls by			
						charging extra for essential travel.			
						OrangeCounty does not need to be left behind when it comes to electric vehicles and broadband			
384033	12-6-2021 18:48:11	st7h7p	web	General Comment	General Comment	internet. Self-driving cars are also much safer than human operated.	0%	0%	100%
						Any choices with a single star should actually be considered as ZERO.			
						We DAV for our lands you. ANV attempt to shows for reads that are already raid for with TAVES			
						We PAY for our lanes now. ANY attempt to charge for roads that are already paid for with TAXES			
						should not happen. Ridiculous. If the TCA is going to take another generation to pay itself off, it should at least experiment with more extreme flex charging (favoring the tax payer) and FREE use on			
392116	18-6-2021 20:03:54	st7h7p	web	General Comment	General Comment	holidays. They're supposed to be FREE now.	58%	19%	23%
332110	10 0 2021 20:03:54	367117 p	WCD	General comment	General comment	Since it wasn't clear, I answered each of the Strategy Rating questions as it is TODAY, not as I wish it	3070	1370	2370
392760	18-6-2021 20:56:44	st7h7p	web	General Comment	General Comment	would work *someday*.	40%	55%	5%
						Pricing Strategies effect those who need road access the most for affective living wages. Rich people			
393187	18-6-2021 22:55:43	st7h7p	web	General Comment	General Comment	could care less about pricing as the fees are negligible for their day-to-day expense.	12%	4%	84%
						You should have increased both train and bus long before now!!!! As for freeway, toll lanes is not the	9		
						answer. You hide the fees and not postthem so as not have the public comment. In the real world,			
						you cause the public to pay a high fee and interesting how so many of the carpool lane are not fully			
202150	18-6-2021 23:06:23	st7h7p	web	General Comment	General Comment	used. Housing is built with out effective road support. High density house is built with NO road changes. Bikes do not have a place with cars - really!!! Flex alerts are happening now, elec cars??	72%	6%	22%
393139	18-0-2021 23:00:23	St/II/p	web	General Comment	General Comment	It's typically 1,000 F in southern California. Who wants to ride a bike in that?	72%	0%	22%
						tes typically 1,000 i in southern camornia. Who wants to ride a bike in that:			
						People respond to cost - some want to pay and others don't- they do what they want. That's best			
392392	18-6-2021 23:35:53	st7h7p	web	General Comment	General Comment	way to modulate traffic.	0%	0%	100%
						I would rather live in a community with robust public transportation than one with self-driving			
429691	10-7-2021 19:08:14	st7h7p	web	General Comment	General Comment	vehicles.	7%	5%	88%

Set	Item Count	3. What is your age range?				
3. What is your age range?	16-24 32	5. This is your age range.				
3. What is your age range?	25-34 100					
3. What is your age range?	35-44 193					
3. What is your age range?	45-54 237					
3. What is your age range?	55-64 316					
3. What is your age range?	65-74 302		■ 16-24 ■ 25-34			
3. What is your age range?	75 or older 114		■ 35-44			
4. What is your combined annual household income?	Less than 30,000 46		45-54			
4. What is your combined annual household income?	30,000 – 49,999 54		■ 55-64 ■ 65-74			
4. What is your combined annual household income?	50,000 – 79,999 117		■ 75 or older			
4. What is your combined annual household income?	80,000 – 109,999 176					
4. What is your combined annual household income?	110,000 – 169,999 278					
4. What is your combined annual household income?	170,000 or more 369					
4. What is your combined annual household income?	Prefer not to ansv 198					
What is your committee annual nousened meeting. What ethnic group do you consider yourself a part of	· ·	\				
5. What ethnic group do you consider yourself a part of		4. What is your combined annual household				
5. What ethnic group do you consider yourself a part of		income?	+			
5. What ethnic group do you consider yourself a part of	-		+			
5. What ethnic group do you consider yourself a part of						
5. What ethnic group do you consider yourself a part of						
5. What ethnic group do you consider yourself a part of			■ Less than			
5. What ethnic group do you consider yourself a part of			■ 38;888 –			
5. What ethnic group do you consider yourself a part of			■ \$8;888 – ■ 88;888 –			
5. What ethnic group do you consider yourself a part of			■ 198;888 –			
Sharing	Facebook Share 2		■ 198;888 or ■ PP8fer not to			
Sharing	Twitter Share 1		answer			
Sharing	Twitter Share					
			 - 			
			<u> </u>			
C Mhat atheric group do you consider yourself o	most of as fool alcoast to?	Sharing				
5. What ethnic group do you consider yourself a	part of or feel closest to?	Sharing	-			
H						
H	■ Caucasian/White		-			
	■ Latino/Hispanic					
	■ African American/Black ■ American Indian or Alaskan Native					
	■ Asian		■ Facebook Share			
H	■ Pacific Islander ■ Middle Eastern		■ Twitter Share			
	■ Mixed Heritage					
	■ Other					
	■ Prefer not to answer		_			
						I .
			<u>_</u>			

File conf	tains all data collected as	of July-13-2021	06:00:00-UTC.	All data reporte	ed in UTC. Click the Re	fresh button in Data (Center to download the latest dataset.			
VisitID	VisitTime	SiteVisited	Campaign	Platform	Set	Item	Comment	Negative	Neutral	Positive
							After studying the problem of traffic congestion on del Obispo and Camino Capistrano from the freeway at Ortega, we must			
							have a freeway southexit off ramp at Stonehill. Follow the traffic on del Obispo, it goes almost and to Dana Point. Please put			
3930	88 18-6-2021 22:34:35	st7h7p		web	General Comment	General Comment	in a freeway exit going South at Stonehill. Thank you.	50%	1%	49%
3952	99 20-6-2021 14:18:37	st7h7p		web	General Comment	General Comment	This is a weak and biased survey. More waste of tax payer dollars	100%	0%	0%

Fi	le contair	s all data collected as	of July-13-2021	06:00:00-UTC.	All data report	ed in UTC. C	lick the Refresh but	ton in Data Ce	nter to dov	vnload the	latest datas	set.
٧	isitID	VisitTime	SiteVisited	Campaign	Platform	Set	Item	Answer				
	393820	19-6-2021 07:37:56	st7h7p		web	Sharing	Twitter Share	Clicked				
	393820	19-6-2021 07:38:40	st7h7p		web	Sharing	Facebook Share	Clicked				
	429691	10-7-2021 19:09:24	st7h7p		web	Sharing	Facebook Share	Clicked				





Appendix C Outreach Results and Analytics

Appendix C.1	Virtual Meeting Room Google
	Analytics

Appendix C.2 Geofencing Analytics

Appendix C.3 Telephone Townhall Raw Data

Appendix C.4 Comments Collected Matrix





Appendix C

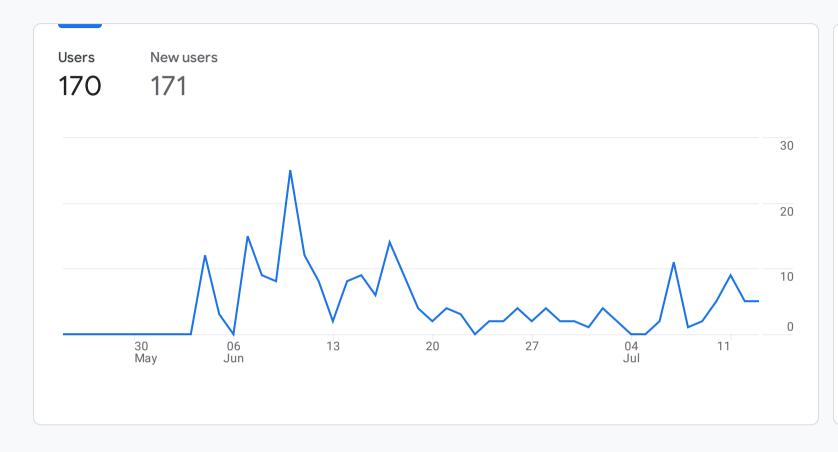
Appendix C.1 Virtual Meeting Room Google Analytics

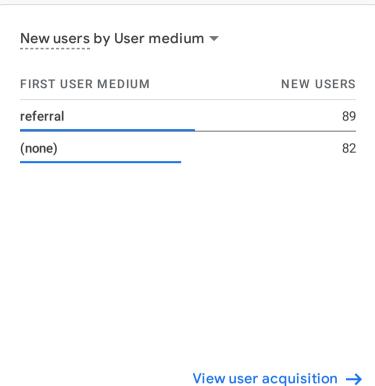
Acquisition overview **▶**

Custom May 25 - Jul 13, 2021 ▼









Sessions ▼ by Session medium ▼

SESSION MEDIUM

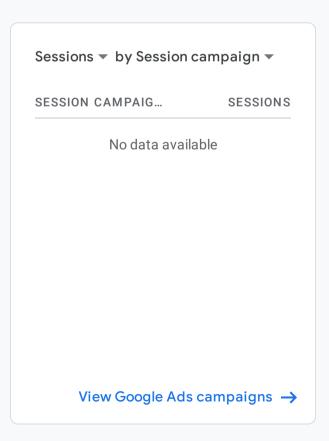
referral

(none)

SESSIONS

150

115



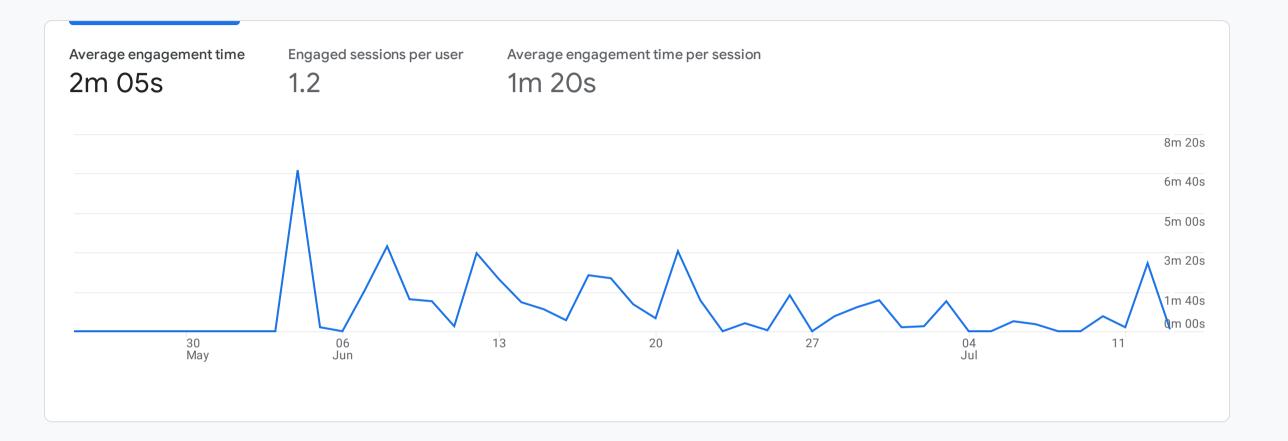
Day 16	Day 46	Day 77	Day 107	_

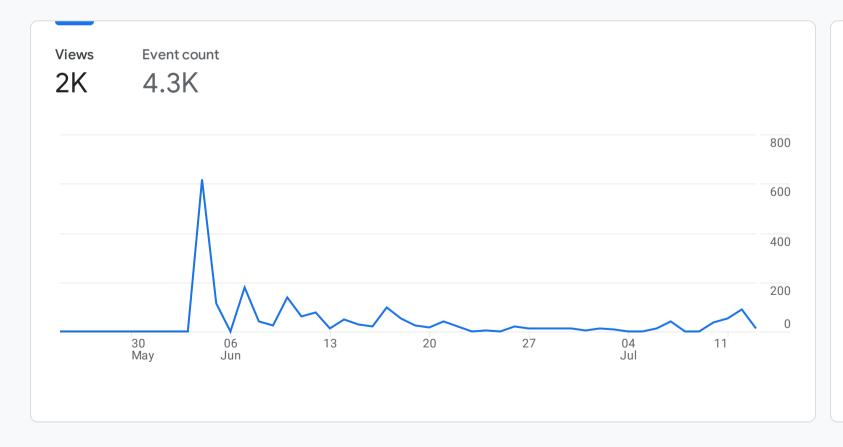
Engagement overview May 25 - Jul 13, 2021

Custom May 25 - Jul 13, 2021



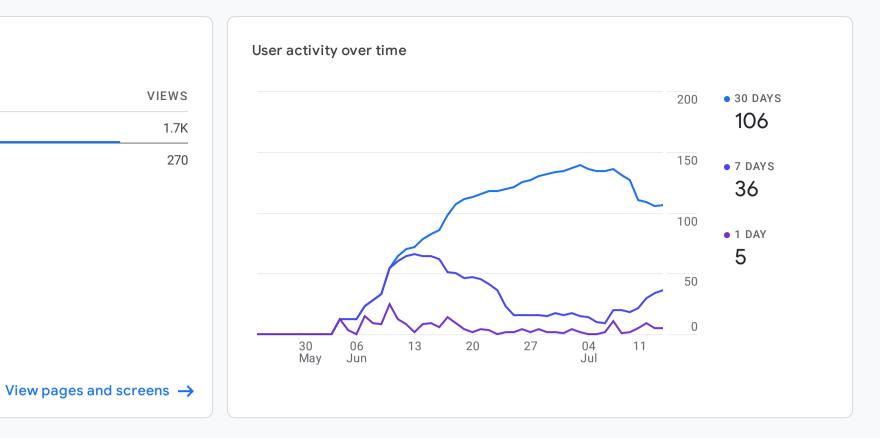


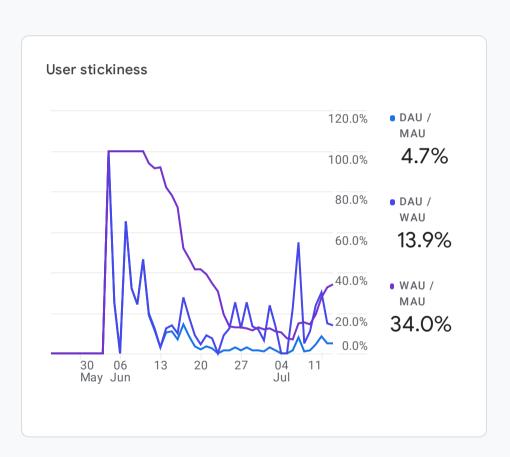




EVENT NAME	EVENT COUNT
page_view	2K
scroll	1.4K
user_engagement	532
session_start	265
first_visit	171

Views by Page title and screen class	
PAGE TITLE AND SCREEN CLASS	VIEWS
OCTA - Multimodal Transportation Study	1.7K
OCTA - SOCMTS	270









Appendix C

Appendix C.2 Geofencing Analytics

Created On Jul 23, 2021

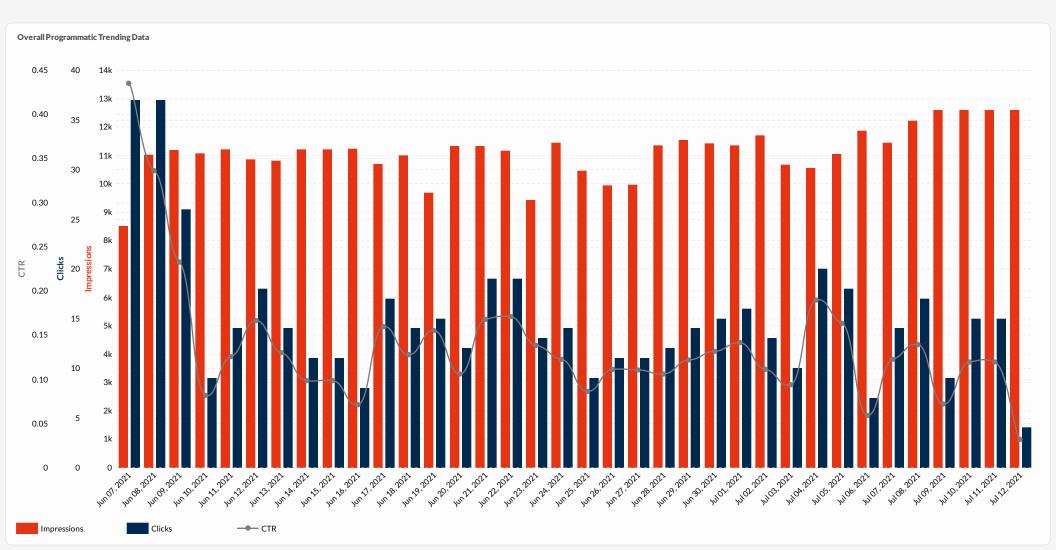


Campaign Breakdown				Grid contains mo	ore rows, but they have been clipped.
Client	Campaign	Impressions	Clicks	CTR	Video Completion Rate
Total ②		400,009	538	0.13%	-
Orange County Transportation Authority	$MBI\ Media_Orange\ County\ Transportation\ Authority_Spanish\ Language_AGF_6/7-7/12/21$	286,670	368	0.13%	-
Orange County Transportation Authority	$MBIMedia_OrangeCountyTransportationAuthority_MandarinLanguage_AGF_6/7-7/12/21$	60,000	77	0.13%	-
Orange County Transportation Authority	MBI Media_Orange County Transportation Authority_Vietnamese Language_AGF_6/7-7/12/21	26,672	51	0.19%	-

Device Breakdown

From Apr 23, 2021 to Jul 21, 2021

Created On Jul 23, 2021



Device Type	Impressions	Clicks	CTR
Total ②	399,889	538	0.13%
Mobile	244,246	354	0.14%
Desktops and Laptops	108,855	87	0.08%
Tablets	46,368	97	0.21%
Connected TV	420	0	0.00%

From Apr 23, 2021 to Jul 21, 2021

Created On Jul 23, 2021

Android Performance

77.21K 113 0.15%

IMPRESSIONS CLICKS CTR

IOS Performance

322.80K 425 0.13%

IMPRESSIONS CLICKS CTR

What contextual categories of sites are my ads showing up in?			Grid contains more rows, but they have been clipped.
Context	Impressions	Clicks	CTR
Total ②	364,571	496	0.14%
Arts & Entertainment	111,583	165	0.15%
Hobbies & Special Interests	98,072	150	0.15%
News	38,059	46	0.12%
Computer & Video Games	25,752	39	0.15%
Technology & Computing	13,066	15	0.11%
Boardgame & Puzzles	12,690	18	0.14%
Sports	12,476	14	0.11%
Interpersonal Relations	9,160	9	0.10%
Food & Drink	6,659	9	0.14%
Music	3,383	1	0.03%
Humor	2,443	2	0.08%
Business	2,181	3	0.14%
Photography	2,072	1	0.05%
Weather	1,881	2	0.11%
Shopping	1,861	0	0.00%

| SUMMARY GRIDS |

Zip+4 Performance					
Campaign	Plat City	Plat Zip Code	Impressions	Clicks	CTR
Total ❷			400,009	538	0.13%
MBI Media_Orange County Transportation Authority_Korean Language_AGF_6/7-7/12/21	Irvine	92612-0699	8,037	20	0.25%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Irvine	92602-2461	6,121	7	0.11%
MBI Media_Orange County Transportation Authority_Korean Language_AGF_6/7-7/12/21	Irvine	92620-2501	5,971	4	0.07%
MBI Media_Orange County Transportation Authority_Korean Language_AGF_6/7-7/12/21	Irvine	92602-2433	5,412	8	0.15%
MBI Media_Orange County Transportation Authority_Korean Language_AGF_6/7-7/12/21	Irvine	92614-8567	4,981	10	0.20%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92620-3548	4,754	6	0.13%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92602-2464	4,195	3	0.07%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Newport Coast	92657-1516	3,755	3	0.08%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	San Clemente	92672-0000	3,728	9	0.24%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92602-2459	3,627	2	0.06%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Tustin	92780-5126	3,574	4	0.11%
MBI Media_Orange County Transportation Authority_Korean Language_AGF_6/7-7/12/21	Irvine	92606-0829	3,532	8	0.23%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Lake Forest	92630-3746	3,182	2	0.06%
MBI Media_Orange County Transportation Authority_Korean Language_AGF_6/7-7/12/21	Irvine	92618-1049	3,096	11	0.36%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Santa Ana	92701-4312	2,848	2	0.07%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92614-5429	2,621	1	0.04%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92606-0603	2,614	6	0.23%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Irvine	92604-8605	2,493	2	0.08%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92620-0243	2,467	3	0.12%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	Irvine	92614-0236	2,461	6	0.24%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	San Juan Capistrano	92675-2716	2,415	2	0.08%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Irvine	92614-5821	2,204	2	0.09%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Irvine	92604-3067	2,123	2	0.09%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Santa Ana	92701-6317	2,112	4	0.19%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	Irvine	92617-4028	1,881	2	0.11%

Campaign	Domain	Impressions	Clicks	CTR
Total		400,009	538	0.13%
$MBI\ Media_Orange\ County\ Transportation\ Authority_Spanish\ Language_AGF_6/7-7/12/21$	https://www.dailymail.co.uk	18,499	18	0.10%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	1207472156	7,624	12	0.16%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	com.pixel.art.coloring.color.number	9,949	10	0.10%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	1407852246	6,576	9	0.14%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	357218860	4,202	8	0.19%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	418987775	3,568	8	0.22%
$MBIMedia_OrangeCountyTransportationAuthority_VietnameseLanguage_AGF_6/7-7/12/21$	https://blitz.gg	1,478	7	0.47%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	366247306	4,572	6	0.13%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	591560124	17,066	6	0.04%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	642831690	1,148	5	0.44%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	1299956969	1,135	5	0.44%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	500962489	1,790	5	0.28%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	com.americasbestpics	4,785	5	0.10%
$MBIMedia_OrangeCountyTransportationAuthority_KoreanLanguage_AGF_6/7-7/12/21$	845422455	868	5	0.58%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	448999087	3,740	5	0.13%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	jp.ne.ibis.ibispaintx.app	1,516	4	0.26%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	com.dna.solitaireapp	2,013	4	0.20%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	puzzle.blockpuzzle.cube.relax	1,214	4	0.33%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	https://blitz.gg	10,597	4	0.04%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	com.europosit.pixelcoloring	1,032	4	0.39%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	285692706	2,139	4	0.19%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	495583717	2,153	4	0.19%
MBI Media_Orange County Transportation Authority_Mandarin Language_AGF_6/7-7/12/21	com.pixel.art.coloring.color.number	2,826	4	0.14%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	game.puzzle.woodypuzzle	602	4	0.66%
MBI Media_Orange County Transportation Authority_Spanish Language_AGF_6/7-7/12/21	com.fivemobile.thescore	3,361	4	0.12%



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Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070.

사우스 오렌지 카운티에서 미래의 이동성전략을 개선하는데 도움을 주십시오!

octa.net/SouthOCStudy에서 간단한 설문에 응하셔서 좀 더 자세히 알아보시거나 (833) 711-8070으로 전화하십시오.















Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070. 사우스 오렌지 카운티에서 미래의 이동성권락을 개선하는데 도움을 주십시오! octa net/SouthOCStudy에서 간단한 설문에 응하셔서 중더 자세히 알아보시거나 (833) 711-8070으로 전화하십시오.





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우스 오렌지 카운티에서 미래의 이동성전략을 개선하는데 도움을 십시오!

octa.net/SouthOCStudy에서 간단한 설문에 응하셔서 좀 더 자세히 알아보시거나 (833) 711-8070으로 전화하십시오.



970x90	420	1

5,993

11,014

491

OCTA-SOCMTS-ENG-KOREAN-Phase2-Geofencing-

0.41%

0.19%

0.15%

Phase2-Geofencingver01_300x600.jpg

 Λ

300x600

320x50

728x90

0.24%

21

OCTA-SOCMTS-ENG-KOREAN-Phase2-Geofencingver01_970x90.jpg

OCTA-SOCMTS-ENG-KOREAN-

OCTA-SOCMTS-

ENG-KOREAN-

Phase2-Geofencing-

ver01_728x90.jpg

Phase2-Geofencingver01_320x50.jpg



Help improve future mobility strategies in South OC!

Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070.

帮助改善橙县南 部的未来流动性 策略!

在 octa.net/SouthOCStudy 上或致电 (833) 711-8070 完成简短 的研究调查并了解更 多信息。







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160x600	7.248	Δ	0.06%	OCTA-SOCMTS- ENG-MAND-
160,000	7,240	4	0.06%	Phase2-Geofencing- ver01_160x600.jpg

				OCTA-SOCMTS-
300x250	11,402	14	0.12%	ENG-MAND- Phase2-Geofencing- ver01_300x250.jpg

				OCTA-SOCMTS-
300x50	2.085	4	0.19%	ENG-MAND-
300X30	2,085	4	0.19%	Phase2-Geofencing-

ver01_300x50.jpg



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帮助改善橙县南部的未来流动性策略!

在 octa.net/SouthOCStudy上或致 电 833,711,8070 完成简短的研究调

(833) 711-8070 完成简短的研究调查并了解更多信息。













Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070. 帮助改善橙县南部的未来流动 性策略!

在 octanet/SouthOCStudy上或致电 (833) 711-8070 完成简短的研究调查并了 解更多信息。





SOUTH ORANGE COUNTY

Help improve future mobility strategies in South OC!

Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070.

帮助改善橙县南部的未来流动性策略!

在 octa.net/SouthOCStudy上或致电 (833) 711-8070 完成简短的研究调查并了解更多信息。



-		

300x600

320x50

728x90

970x90

1,202

26,240

10,920

903	3	0.33%

27

18

OCTA-SOCMTS0.33% ENG-MANDPhase2-Geofencing-

ver01_300x600.jpg

OCTA-SOCMTS-ENG-MAND-

OCTA-SOCMTS-

Phase2-Geofencing-

ver01_728x90.jpg

ver01_970x90.jpg

ENG-MAND-

Phase2-Geofencingver01_320x50.jpg

OCTA-SOCMTS-ENG-MAND-

Phase2-Geofencing-

0.58%

0.10%

0.16%



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Realice una breve encuesta para el Estudio y obtenga más información en octa.net/SouthOCStudy o llame al (833) 711-8070.



				OCTA-SOCMTS-
160x600	20,858	11	0.05%	ENG-SPAN-Phase2- Geofencing-ver01- 08-160x600.jpg



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octa.net/SouthOCStudy or call in at (833) 711-8070. ¡Ayude a mejorar las futuras estrategias de movilidad en el sur de OC!

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0.07% 300x600 5,800

Geofencing-ver01-09-300x600.jpg

OCTA-SOCMTS-

ENG-SPAN-Phase2-

300x250













320x50





0.12%

0.08%

OCTA-SOCMTS-ENG-SPAN-Phase2-Geofencingver01_320x50.png



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de movilidad en el sur de OC! Realice una breve encuesta para el Estudio y obtenga más información en octanet/SouthOCStudy o llame al (833) 711-8070.



728x90 53,463

83

0.16%

OCTA-SOCMTS-ENG-SPAN-Phase2-Geofencingver01_728x90.png



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Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070.

¡Ayude a mejorar las futuras estrategias de movilidad en el sur de OC!

Realice una breve encuesta para el Estudio y obtenga más información en octa.net/SouthOCStudy o llame al (833) 711-8070.



970

300x250

970x90 4,509

2 0.04%

OCTA-SOCMTS-ENG-SPAN-Phase2-Geofencingver01_970x90.png

OCTA-SOCMTS-ENG-VIET-Phase2-

ver01_160x600.jpg

Geofencing-



Help improve future mobility strategies in South OC!

Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070.

Hãy giúp cải thiện các chiến lược di chuyển trong tương lai ở South OC!

Tham gia một cuộc khảo sát ngắn đối với Cuộc Nghiên cứu và tìm hiếu thêm tại octa.net/SouthOCStudy hoặc gọi số (833) 711-8070.



SOUTH ORANGE COU	NTY OCTA
MULTIMODAL TRANSPORTATION	ISTUDY
	Help improve future mobility
	strategies in South OC!
Take a short survey and learn more	
octa.net/	SouthOCStudy or call in at (833) 711-8070
Hãy giúp cải thiện các chiến lược di chuyển	
	trong tương lai ở South OC!
	ộc khảo sát ngắn đối với Cuộc Nghiên
cứu và tìm h	niểu thêm tại octa.net/SouthOCStudy

160x600 2,804 9 0.32%

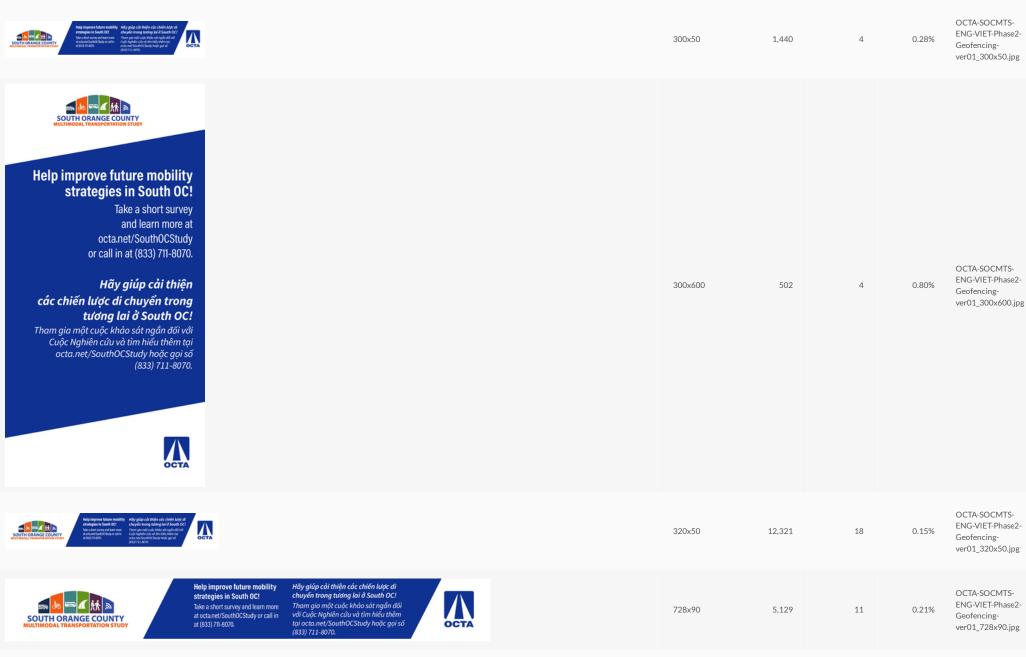
OCTA-SOCMTS-ENG-VIET-Phase2-

3

0.07%

Geofencingver01_300x250.jpg

4,036





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Take a short survey and learn more at octa.net/SouthOCStudy or call in at (833) 711-8070.

Hãy giúp cải thiện các chiến lược di chuyển trong tương lai ở South OC! Tham qia một cuộc khảo sát ngắn đối với Cuộc

octa.net/SouthOCStudy hoặc gọi số (833) 711-8070.

Nghiên cứu và tìm hiểu thêm tại



970x90

440 2 0.45%

OCTA-SOCMTS-ENG-VIET-Phase2-Geofencingver01_970x90.jpg





Appendix C

Appendix C.3 Telephone Townhall Raw Data





Started at 20:30:30, Duration 01:02:30 Average Acceptant Duration 3.69 MAX Number of People in Conference 797

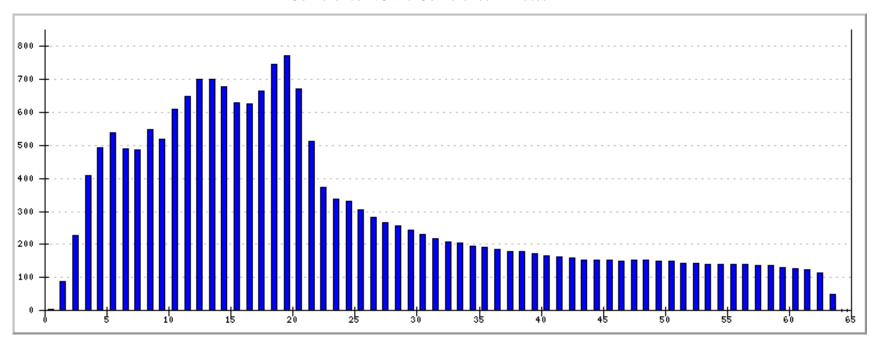
Answered Calls

Name	Number
Selects For Event	99,723
Accepts	5,972
TF Calls	53
Toll Inbound Calls	0
Answering Machines	35,163
Declines	9,255
Total Answered Calls	50,390
Talked	17
Speaker Queue	46
Screener Queue	13
WEB Participants	0





In Conference NOW / Conference Minutes



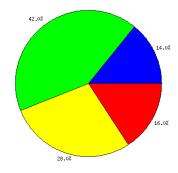




Polling Questions

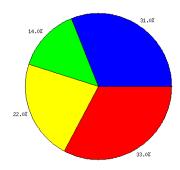
1 Which of these statements do you agree with the most?

ID	Answer	Responded	% of total
1	I'd like the ability to bike and walk more.	22	14
2	I'd like to see more bus and rail service improvements.	68	42
3	I can't imagine giving up the comfort of my car.	45	28
4	I'm supportive of teleworking and online shopping.	26	16



2 Which of the following is most important for addressing the transportation challenges in south Orange County?

ID	Answer	Responded	% of total
1	Making transit, bicycling, and walking more convenient and acces	25	31
2	Decreasing the overall number of car trips made each day	11	14
3	Protecting the environment from pollution and preserving our tra	18	22
4	Adapting to new transportation technologies and services like el	27	33







Non-Connects

Name	Number
Non Connects	21,923
Faxes	152
Busy	574
No-answer	26,684





Started at 20:30:24, Duration 01:02:40 Average Acceptant Duration 6.30 MAX Number of People in Conference 37

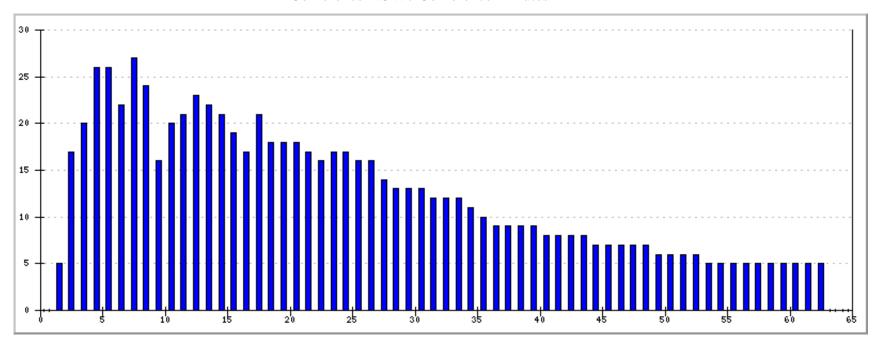
Answered Calls

Name	Number
Selects For Event	125
Accepts	125
TF Calls	1
Toll Inbound Calls	0
Answering Machines	0
Declines	0
Total Answered Calls	125
Talked	1
Speaker Queue	4
Screener Queue	1
WEB Participants	0





In Conference NOW / Conference Minutes



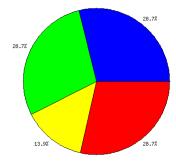




Polling Questions

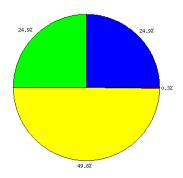
1 Which of these statements do you agree with the most?

ID	Answer	Responded	% of total
1	I'd like the ability to bike and walk more.	2	29
2	I'd like to see more bus and rail service improvements.	2	29
3	I can't imagine giving up the comfort of my car.	1	14
4	I'm supportive of teleworking and online shopping.	2	29



2 Which of the following is most important for addressing the transportation challenges in south Orange County?

ID	Answer	Responded	% of total
1	Making transit, bicycling, and walking more convenient and acces	1	25
2	Decreasing the overall number of car trips made each day	1	25
3	Protecting the environment from pollution and preserving our tra	2	50
4	Adapting to new transportation technologies and services like el	0	0







Non-Connects

Name	Number
Non Connects	0
Faxes	0
Busy	0
No-answer	0





Appendix C

Appendix C.4 Comments Collected Matrix

Organization	First Name	Last Name	Date Time	Submission Type	Message	
	Jackson	Hurst	06/07/21 4:38 PM	VMR Registration		
	Laura	Smith	06/07/21 10:47 PM	Online Comment Form VMR	Please keep the carpool lanes free and do not make them toll lanes as this makes the rest of the freeway more congested like the 91 freeway! It also discriminates against those of us that cant afford to pay the high price of the toll lanes! Also OCTA should be responsible for arterial roads Not TCA which needs to only pay down their existing bonds and go out of business since they are done building toll roads! Thank you	
Capo Cares	David	Mann	06/08/21 5:28 PM	Online Comment Form VMR	services and does not measure a separated desire for their services. Hence, will not get accurate information.	
UCI Institute of Transportation Studies	Michael	McNally	06/09/21 11:01 AM	Online Comment Form VMR	What's presented is very good, but what's missing is very problematic. It's people, not vehicles, that demand travel. Given the essentially zero growth rate in California, issues of housing affordability, likely changes in travel and residential behavior as the pandemic recedes, and movement in Sacramento that the State would like a greater influence in local land use decisions, it would seem that proposals that either directly address growth and land use, or at least explicitly recognize their impact, should be a formal part of any long term planning effort.	
					FYI. On my browser, it was difficult to see the full screen when three (versus two) display boards were shown. Also. the "!" info button to expand on these displays maybe should have been a bit more obvious?	
	Sonia	Triana	06/10/21 1:32 PM	VMR Registration		
	Sharon	Calicdan	06/10/21 2:45 PM	Online Comment Form VMR	I live in south O.C. I work in Irvine. I commute by car and by bicycle. Safety is my main concern. My immediate comments are that currently there are no dedicated lanes with barriers to protect pedestrians and cyclists from cars. Cyclists are sharing bike lanes with e-bikes. Pedestrians are sharing sidewalks with cyclists, both motorized and human powered. Dedicated walking, dedicated e-bike, dedicated non-motorized bicycle, and automobile lanes are all needed and laws must be made to support their usage. Violations must be studied, documented, and addressed to provide safe alternatives to each type of user. None is more important than the other but each must provide a safety factor to improve usage. When connecting unfinished trails please consider these improvements.	
Resident	Kate	M.	06/10/21 5:24 PM	Online Comment Form VMR	Hello,	
					Please do not toll the carpool lanes on the freeways. This causes congestion in the other lanes and is economically unfair. We pay taxes for our roads to be maintained and free to use. Also please stop the TCA from involvement in any regional mobility studies. The TCA should pay down the bonds and go out of business as promised in the original agreement. The toll roads should be free for all residents and users. We have paid our fair share in taxes and development fees. This would alleviate traffic on the freeways and side streets as people avoid using the toll roads at such a high cost.	
					Thank you, Kate M.	
	Jason Joseph	Watts Wilmes	06/12/21 9:45 AM 06/12/21 10:10 PM	VMR Registration VMR Registration		
	Ronald	Shepherd	06/12/21 10:10 PM 06/13/21 4:49 PM	VMR Registration VMR Registration		
	Bruce	Becker	06/14/21 4:57 PM	VMR Registration		
OCTA	Charles	Larwood	06/17/21 10:00 AM	VMR Registration		
OCTA	Greg	Nord	06/17/21 10:00 AM	VMR Registration		
Davle McIntosh Center	Ivan	Cortez	06/17/21 1:53 PM	VMR Registration		
County of Orange Office on Aging	Janette	Revilla	06/17/21 5:19 PM	VMR Registration		
Iteris, Inc.	Brandon	Gamboa	06/17/21 5:31 PM	VMR Registration		
Laguna Streets	Les	Miklosy	06/18/21 11:07 AM	Online Comment Form VMR	Dear SOCMTS Organizers, This is the best invitation I received in years, thank you for considering MTS solutions to SoCal mobility issues. Unfortunately I received the forum invitation during the forum and could not participate. I completed the survey and look forward to future notices on this topic. Please email me if you wish to discuss anything related to MTS for SoCal and Laguna Beach.	
	PJ	Douglas	06/18/21 3:56 PM	Email	Hello Marissa, Please have OCTA Administration strongly consider putting in a South bound freeway off ramp at Stonehill. This would alleviate traffic on Camino Capistrano going to Capistrano Beach and del Obispo going to Dana Point. Follow the traffic and that where most of it ends up. Also the off ramp at Ortega to go West backs up onto the freeway. No safe at all. Thank you, PJDouglas	
Capistrano Bay Community Services District	Karen	Morris	06/22/21 9:20 PM	VMR Registration		
	Linda		06/28/21	Hotline Message	My name is Linda. My number is *** please, call me. Thank you.	
	Penelope	Mill	06/25/21	Hotline Message	Um hi my name is Penelope Mill. I'm the president of Can Do the Canyon Alliance of neighborhoods, assistance organization, and I had emailed on Friday about our participation in the South County Multimodal Transportation Round Table on the 23rd, giving you the name and email address of our representative Steve Tollef, will be participating on behalf of Can Do, but we, I did not hear back in response with, you know, the link to be able to join. So I'm hoping that you can send that to us either to see if his email address was included in the email that I sent you. So and it's or email us, the organization, you can emal Sorry. That's org. And and I will forward the link to Steve. So anyway, I didn't have the email RSVP but I did, it should have been clear. I had of it OCTA, Stakeholder Round Table Participation. So I'm I sent that on Friday as required. So anyway, please do get back to us Penny Mill	
	Pauline	Chesco	06/25/21	Hotline Message	Yes, my name is Pauline Jesco. I live here at the towers and I was wondering how I could avail myself of your services. We have our local service, transportation service, but there are times when I want to go out of our area here in Laguna Woods. And I'd like to avail myself of the Orange County Transportation System. If you give me a call, I'd appreciate it. My number is Thank you.	
	Mark	A Torres	06/25/21	Hotline Message	Yes, my name is Mark A Torres and I was calling regarding the transportation study. I was online a couple of times trying to get through to complete the survey and that stopped at a couple of points and retried and retried. I keep getting hit in the same wall. So, My phone number is	
	Heather	Gillon	06/29/21		I work with many individuals who live in San Juan Capistrano. Is it possible to get a bus that goes directly to Walmart (where right now it takes a couple of hours to get there)?	
	Chuck	Gildea	06/30/21	VMR Registration		
	Tony	McCrickerd Hay	06/17/21	TTH Comment TTH Comment	Is there any plan or can you foresee any extension of the transportation for access on weekends? Currently, I do not live near a fixed route bus line and so if I want to travel on Saturday or Sunday I have to get myself to a designated route stop that would be able to pick me up. Maybe extending door to door service for access members. What's being done to implement smart traffic signals? Most operate on a fixed schedule. What we really need is a system that can change depending on traffic at specific times of the day.	
	Chuck	Gilday	06/17/21	TTH Comment	Anything like that in the works? I occasionally take the train to San Diego. They have a flex service there that is much more extensive than the one we have here on south Orange County. I am an access passenger. I would like	
					to see the flex schedule extended from Mission Viejo into my downtown - it would save us money here.	
	Carolyn	Campbasso	06/17/21	TTH Comment	Orange County doesn't have enough transporation.	
	Lea	Myers	06/17/21	TTH Comment	What kind of accommodations are there being made for the disabled community?	
	Barbara	Rush	06/17/21	I I H Comment	1.1 think that there is a city in Utah where they have left turn yellow blinking lights so that it doesn't slow traffic as much. This seems like a great improvement to have here. Sometimes, the red turn arrow prevents the flow of traffic when there is no oncoming traffic and that costs us all time. 2.1 know there are extra funds in all of the cities - why not have them all contribute to opening up our toll roads? We could eliminate a lot of congestion on the freeways.	
	Justin	Wong	06/17/21	TTH Comment	For the last few years, I noticed the bus services aren't very frequent there. They are more frequent in Anaheim. Will there be a freeway BRT in the future that goes from Laguna to Fullerton?	
	Marla	Rajput	06/17/21	TTH Comment	Do we have a technology bot that counts cars passing over the signaled wire? How come we are still behind with technology? I'm disappointed with the appointment of all the Transportation committee members. They haven't done anything productive so far in the last 10 years.	
	Dale	Nethery	06/17/21	TTH Comment	We only have two bus routes here in Rancho Sania Margarita. Are there any plans to expand the transportation system in this community?	

Organization	First Name	Last Name	Date Time	Submission Type	Message
	Carolyn	Boyd	06/17/21	TTH Comment	Is there anyway you can designate a lane for 18 wheelers so they don't cause a danger to other drivers?
	BriaN	Cox	06/17/21	TTH Comment	What specific steps do you invision need to be taken to incorporate bicycles into the transportation system?
	Jupi	Chen Kuo	06/17/21	TTH Comment	He is concern with people walking and no sidewalks.
	John	Garay	06/17/21	TTH Comment	I talked at last meeting about the poss. of local shuttles that utilizes the metro better in Tustin. Any developments?
	Constance	Duquette	06/17/21	TTH Comment	I hope traffic is controlled by AI because I'm a pedestrian and bicyclist and cars go through stop signs. People are not paying attention and it's too dangerous to walk and bike. I'd love to hear how
					you plan on making it safer for pedestrians and cyclists.
	Daniel	Wong	06/17/21	TTH Comment	Her husband had eye surgery, and the bus that picked her husband up after surgery had no shock absorbers.
	Lora	Williams	06/17/21	TTH Comment	I just lost my license at 85 years old. Is there a way to get my scooter on and off the city buses?
	Alfred	John Zucker	06/17/21	TTH Comment	No question
	Thomas	Zolan	06/17/21	TTH Comment	The bus system used to offer senior discounts on Fri, Sat, and Sun. to the fair. The buses don't offer this discount anymore. Why?
	Kathleen	Buck	06/17/21	TTH Comment	I live right by the Aliso exit on the 5 and I got a notice that they would be installing 100 pylons and widening the road over the creek. We have had a LOT of wildlife in our yards - ducks, squirrels, etc - and I am concerned for the environment as well as the community. We are getting duck eggs, rats, animals in the poolsis there any compensation planned for neighbors who are put out by this? We have extra cleaning, etc, to do because of this.
	Bill	Davis	06/17/21	TTH Comment	This is all a wonderful idea, but what's being done for our black and Mexican communities? Anything in the works to make transportation better in those communities?
	Elaine	Frank	06/17/21	TTH Comment	I appreciate the bus and train services from OCTA because I do not drive. In training some of the bus drivers, they don't keep a steady speed and that can cause motion sickness.
	Luis	Hernandez	06/17/21	TTH Comment	DNC
	Evelyn	Mccuistion	06/17/21	TTH Comment	no response
	Andrew	Avina	06/17/21	TTH Comment	No answer
	Irene	Bronson	06/17/21	TTH Comment	What are they doing to protect the low and middle class on paying for HOV lanes and Fast Track that are just for the rich?
	Karen	Gorman	06/17/21	TTH Comment	No response
	James	Pieratt	06/17/21	TTH Comment	no repsonse
	Cindy	Cross	06/17/21	TTH Comment	I've heard Laguna Woods lady raising questions about equity. I have a question about equity on the other end. Does OCTA have ideas for charging stations for the Joe Biden's of the world and their electric vehicles?
	Virginia	Bayliss	06/17/21	TTH Comment	With all the recent shootings on the freeways, will OCTA put more overhead cameras on the overpasses?
	Lori	Miller	06/17/21	TTH Comment	I take the access here in Rancho Santa Margarita. Will they ever run on the weekends?
	Brian	Grode	06/17/21	TTH Comment	What is the status of the 5 freeway plan at El toro?
	Lavinia	Wohlfert	06/17/21	TTH Comment	Can there be something done about the bus stops themselves? Sometimes it is really hot, there is no shade, and that is a great discouragement to riding the bus.
	Cassandra	Haggins	06/17/21	TTH Comment	I missed a doctors appointment do to there being another pickup added. What's being done to prioritize people and their trips based on importance and urgency? Also, I use a walker. I fell on my way out of the door, and the driver said he wasn't allowed to touch me. Is there a reason the drivers can't help someone who's fallen and can't get up?
	Theresa	Salisbury	06/17/21	TTH Comment	Drivers that pick me up - 360 taxis. I don't have to pay. I'm very grateful that I don't have to drive. I've had seizures.
	Kevin	Mcdermott	06/17/21	TTH Comment	no comment
	Carl	Koncz	06/17/21	TTH Comment	no comment
	John	Gregg	06/17/21	TTH Comment	Why aren't bicycles getting taxed for putting in the bike lanes?
	Kyvan	Zainabadi	06/17/21	TTH Comment	What is OC-FLEX and when will this be offered?
	Dana	Cornelius	06/17/21	TTH Comment	The highway overhead signs are being unlawfully used for messages. Is the county doing anything to correct this issue?
	Stephen	Johnson	06/17/21	TTH Comment	Is there any creative research being done on transportation? Such as Trolley, Train, etc.
	Robert	Macvicar	06/17/21	TTH Comment	There are some bus benches that aren't being used at the bus stop Laguna Miguel? Will they resume a bus services at that location?
	Beverly	Bernstein	06/17/21	TTH Comment	1. Most cyclists are very law abiding. I have had a couple that go down the middle of the lane when there is no bike lane. They won't go near the cars. One of them, when we pulled up at a signal together, he told me I am supposed to stay 6 feet behind him until he can get to a bike lane. Is this true? 2. When you keep building apartments, such as on Jamboree, are you going to widen the street at all? There is a lot more traffic there now. I am concerned about how long it takes to widen a street because University has taken so long.
	Maeve	Eisenberg	06/17/21	TTH Comment	If they do this expansion with the buses, are they taking away the carpool lane? There's no room on the 5 to expand.
	June	Lange	06/17/21	TTH Comment	No comment
	Catherine	Schreiner	06/17/21	TTH Comment	Is there ever going to be transportation for seniors in my community?
	Andrew	Graner	06/17/21	TTH Comment	I've lived in OC for over 30 years and I'm in an electric wheelchair - disabled. What are the plans for improving access to other places around here? Like in LA?
	Lisa	Talmage	06/17/21	TTH Comment	no comment
	Alice	Gharibjanians	06/17/21	TTH Comment	no comment
	Catherine	Young	06/17/21	TTH Comment	The access bus doesn't come down the side that I live on. Are there any plans to expand that route for us seniors?
	Ira	Gruber	06/17/21	TTH Comment	I have lived in Irvine close to 40 years. I have watched Irvine grow from a relatively quiet suburb into the economic powerhouse it is today. I don't own a car, I have not for many years. I choose to use the local bus service instead and where I live it is in a particular area of Irvine that my transportation options is pretty good. This isn't true in much of OC. I don't think we are running busses effectively - a lot of particularly, we need smaller, more frequent vehicles. How does that figure in to the plans and studies so far?
	Phillip	Rosen	06/17/21	TTH Comment	Lives in a senior building, Would like more transportation in his area. He has to take the same day taxi, and waits up to 4 hours. Why doesn't OCTA have but 2 taxi's in that area?
	Lisa	Staight	06/17/21	TTH Comment	I know bus drivers evaluated on their safety and skills, but what about their customer service? If a bus driver could help me navigate the system, I could rate them higher and be more comfortable using the system!
	David	Ramseyer	06/17/21	TTH Comment	Several years ago, they were considering extending the 241 S and meet up with the 5 south of San Clemente. One of the routes that I thought was the best went east of Pico Blvd and came out near the north end of Camp Pendleton. That was turned down because they thought if might disrupt some bird flight in that area.
	Pamela	Peery			We have a lot of homeless that camp out at the train station at San Clemente, north beach. When will they come out and enforce anti loitering laws (or whatever they are called)?
	Louis	Bates	06/17/21	TTH Comment	Considering that 42% of the current poll voters want to increase bus and rail transportation, how can OC increase rail transit between urban areas as OC is a traditionally rural/suburban area? We have downtown urban cores - how can orange county connect its downtowns together to create an urban loop? I am 78, I need transportation to see my doctor and current services are very limited and strict. This is worrysome because people like me and other senior friends can not use services for doctors.
					visits. I live Bristol/McCarthur and I take 55 but I need transfers and waiting time is very long also drivers are very rude, sometimes they see us running and close the door in our face even though we are seniors
	Jesus	Santillan	06/17/21	TTH Comment	I don't use public trasportation
	Lucina	Rivera	06/17/21	TTH Comment	no comment
	Carmen	Rosales	06/17/21	TTH Comment	['m 84 and there's no one that gives me help with rent. I have help with transportation when ['m sick and things like that, but I don't have the help I need with other things
	Camen				Why is that the people that are here for many many years, we can't get help. The government gives money to everyone elsepeople in other countries but not to people who have been here for years and years.
	Armando	Sardon	06/17/21	TTH Comment	





Appendix D Notification Materials

Appendix D.1	Stakeholder Communications Toolkit
Appendix D.2	Study Website
Appendix D.3	List of Organizations
Appendix D.4	Eblast #1 — Telephone Townhall Meeting
Appoilaix 211	Survey and Virtual Meeting Room Invite
Appendix D.5	Eblast #2 — Survey and Virtual Meeting
	Room Reminder
Appendix D.6	Eblast #3 — Survey and Virtual Meeting
1.1.	Room Last Chance
Appendix D.7	Telephone Townhall Meeting, Survey and
••	Virtual Meeting Room Postcard (English;
	Spanish; Mandarin; Korean; Vietnamese)
Appendix D.8	Live Facebook Advertisement
Appendix D.9	Facebook Posts
Appendix D.10	Twitter Posts
Appendix D.11	News Release
Appendix D.12	Study Blog Article
Appendix D.13	One the Move Article





Appendix D.1 Stakeholder Communications Toolkit

Help us plan for SOUTH ORANGE COUNTY'S TRANSPORTATION FUTURE



Dear Stakeholder,

The Orange County Transportation Authority (OCTA) is entering Phase 2 of the South Orange County Multimodal Transportation Study (SOCMTS). The SOCMTS will identify improvements in south Orange County for all modes of transportation, including streets, transit, freeways and bikeways beyond the year 2045.

During Phase 1 of the study in fall 2020, OCTA engaged with residents and stakeholders and completed a survey in multiple languages, including English, Spanish, Vietnamese, Korean and Mandarin.

Among the survey findings, the respondents said that they would like to see:

- Reduction in traffic congestion
- Increased frequency and accessibility of multimodal transportation
- Increased safety and efficiency for all modes of travel, and
- Increase in alternative transportation frequency and accessibility.

Phase 2 will be starting this spring/summer 2021 to present the draft transportation strategies. The community and stakeholders will be asked to participate to help prioritize transportation strategies and solutions.

As a key stakeholder, we are reaching out to you to offer optional methods for sharing project and public survey details with your community. These efforts are intended to complement the other public notification methods that OCTA is using to promote this project. The survey will be available through Monday, July 12, 2021. Below are some suggested options on ways to share project and community survey details:

- **1. Distribute electronically via email:** Share the community survey (<u>SouthOCStudysurvey.com</u>) with your email contacts. You can link to the survey HERE.
- **2. Post to your website:** You can use <u>this image</u> to post to your homepage. The image would then need to be linked to the following LINK for the project's webpage.
- **3. Social media posting:** Download our OCTA image <u>HERE</u>, post it on your social media profiles (Facebook, Twitter, Instagram, etc.), and share the following link (<u>SouthOCStudysurvey.com</u>) on your post.
- **4. Newsletter Announcement:** Provide information regarding the project and community survey via your organization's newsletter.

Please see the next page for simple copy-and-paste-ready text you can use to share this information with your community.

If you have any questions, please contact Marissa Espino at mespino@octa.net or at 714-560-5607. We thank you for your support and look forward to working with you in spreading the word about this project and capturing valuable survey results!



Communications Toolkit

ADDITIONAL INSTRUCTIONS

- 1. Distribute electronically via email:
 - **A.** You can use <u>this image</u> to share meeting information with your contacts/membership. Link the image to the following LINK.
 - **B.** Or copy and paste the following text into the body of an email:

The Orange County Transportation Authority (OCTA) wants to hear your feedback on mobility strategies that will help identify future improvements to local streets, transit, freeways and bikeways for the Orange County Multimodal Transportation Study (SOCMTS). Through July 12th, please take a short survey online at SouthOCStudysurvey.com or take the survey on our information line at 833-711-8070. For more information, visit octa.net/SouthOCStudy.

- **2. Post to your website:** You can use <u>this image</u> to post to your homepage. Link the image to the following LINK (http://metroquestsurvey.com/st7h7p).
- **3. Social media posting**: Post this LINK (*SouthOCStudysurvey.com*) on your social media page(s) or copy and paste the following text and this image into your social media accounts:
 - **A.** Facebook: @goOCTA is considering mobility strategies and solutions in south Orange County. Share your feedback by taking a short community survey through July 12th at SouthOCStudysurvey.com or take the survey on our information line at 833-711-8070. For more information, visit octa.net/SouthOCStudy.
 - **B.** Twitter: @goOCTA is considering mobility strategies and solutions in south Orange County. Share your feedback by taking a short community survey through July 12th at <u>SouthOCStudysurvey.com</u> or call in at 833-711-8070. For more information, visit <u>octa.net/SouthOCStudy</u>.
 - **C. Instagram:** @goOCTA is considering mobility strategies and solutions in south Orange County. Share your feedback by taking a short community survey through July 12th at <u>SouthOCStudysurvey.com</u> or call in at 833-711-8070. For more information, visit <u>octa.net/SouthOCStudy</u>.
- **Newsletter Announcement**: Provide information regarding the project and the community survey via your organization's newsletter. Copy and paste the following text into the body of the newsletter:

The Orange County Transportation Authority (OCTA) wants to hear your feedback on mobility strategies that will help identify future improvements to local streets, transit, freeways and bikeways for the Orange County Multimodal Transportation Study (SOCMTS). Through July 12th, please take a short survey online at SouthOCStudysurvey.com or take the survey on our information line at 833-711-8070. For more information, visit octa.net/SouthOCStudy.







Appendix D.2 Study Website

REDUCE MOTION HIGH CONTRAST CAREERS(/ABOUT-OCTA/WORK-FOR-OCTA/OCTA-CAREERS/)

Select Language | ▼

(https://kitupe/

COVID-19(/Your-Safety-Is-Our-Priority/)

Getting Around ~

Projects and Programs ♥

Q

and Resources V About OCTA V

Search OCTA

South Orange County Multimodal Transportation Study

PROJECT CONTACT

MARISSA ESPINO

Community Relations Officer (714) 560-5607(tel:(714) 560-5607) Mespino@octa.net(mailto:Mespino@octa.net)

Overview	FAQ	Resources



Overview

Over the next 25 years, the population in south Orange County is anticipated to grow by 16 percent (about 170,000 residents), and employment is expected to grow by 18 percent (about 130,000 jobs). This growth will result in more people traveling throughout south Orange County and more time lost in traffic if we don't plan ahead. Therefore, the Orange County Transportation Authority (OCTA) is conducting a strategic transportation study that will consider transportation needs of residents, commuters, and visitors to the area. Through collaboration with local stakeholders, the South Orange County Multimodal Transportation Study (SOCMTS) will identify a broad range of improvement recommendations for all modes of transportation, including streets, transit, freeways and bikeways. The study will address south Orange County's mobility needs beyond the year 2045.

You're Invited

SURVEY

Please take a short survey online or by phone to share your feedback on mobility strategies that will help improve transportation in south Orange County in the future.

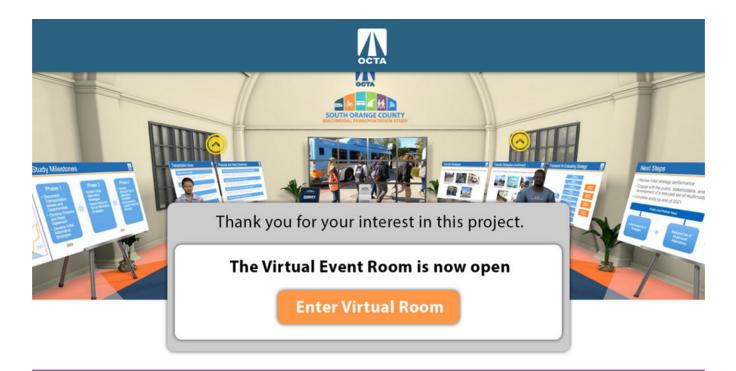
Survey Link: SouthOCStudysurvey.com(https://live.metroquestsurvey.com/?u=st7h7p#!/?p=web)

Survey Phone: (833) 711-8070

Telephone Town Hall

On June 17th, 2021, OCTA conducted a Telephone Town Hall to gain community input on the study. Recordings of the call can be found below:

- English Recording (/uploadedfiles/SOCMTS-TTHM-Recording-06-17-21-English.mp3)
- Spanish Recording (/uploadedfiles/SOCMTS-TTHM-Recording-06-17-21-Spanish.mp3)



For additional information, please contact Marissa Espino at mespino@octa.net or at 714-560-5607 or visit octa.net/SouthOCStudy

(https://www.virtualeventroom.com/octa/socmts/)

Study objectives

- Work collaboratively with stakeholders
- Leverage all modes of transportation
- Address long-term mobility needs
- Develop consensus on a set of transportation improvements across all modes

Study area

The Study area covers about 40 percent of the County from State Route 55 to the San Diego County line and from the coast to the foothills.

Project Status

The study is to be completed in late 2021 and the public and key stakeholders will be involved throughout the study process.

Study Phases:

Phase 1

- Identify issues and opportunities
- Establish goals
- Develop strategy options

Phase 2

- Analyze strategy options
- Eliminate lower performing options

Phase 3

- Further analyze remaining options
- Recommend a Locally Preferred Strategy

If you have any questions or would like to share a comment about the study, email Community Relations Officer Marissa Espino(mailto:mespino@octa.net) or call the survey hotline at 833-711-8070.

SIGN-UP FOR UPDATES AND ALERTS

GET CONNECTED

(/GETCONNECTED)

STAY CONNECTED

f(HTTP://WWW.FACEBOOK.COM/GOOCTA)



(HTTP://TWITTER.COM/GOOCTA)



(HTTP://WWW.YOUTUBE.COM/GOOCTA)



(HTTP://WWW.INSTAGRAM.COM/GOOCTA)



Orange County Transportation Authority

BUS INFORMATION

(714) 636-7433(tel:714-636-7433)





Appendix D.3 List of Organizations

Organization	Organization	Organization
3000 The Plaza Irvine Homeowners Association 5th Marine Regiment Support Group	Harvest Community Church of Irvine Headrick Medical Center	Orange County Health Care Agency Orange County Hispanic Chamber of Commerce
AAA - Automobile Club of Southern California	Hearthstone Housing Foundation	Orange County Small Business Development Center
Acres of Love Aegean Heights Homeowners Association	Heritage Committee Heritage Hill Historic Park	Orange County United Way Orange County Visitors Association
Affordable Housing Access Inc Aliso Creek Church	Hilton Orange County/Costa Mesa Hoag Health Center	Orange County Women in Networking Orange County Youth Chamber of Commerce
Aliso Viejo Chamber of Commerce	Hoag Memorial Hospital Presbyterian	Our Father's Table
Aliso Viejo Community Association Aliso Viejo Country Club	Hotel Joaquin/ Laguna Beach Chamber of Commerce I.C.A.R.E Dog Rescue	Our Lady of Pillar Catholic Church Outlets at San Clemente
Aliso Viejo Ranch Alliance for a Healthy Orange County	i-5 Freedom Network	Pacific Marine Mammal Center PADI
Ambridge Maintenance Association (Accell Property Management)	Immaculate Heart of Mary Catholic Church	Palm Tree Communities
American Institute of Architects Orange County American Lung Association in California	Irvine Business Complex Irvine Community Church	Palmia Master Association Panasonic Avionics Corporation
American Planning Association- Orange County Chapter	Irvine Company	Pedego Electric Bikes
Amtrak Applied Medical	Irvine First Chinese Baptist Irvine Kiwanis Club	Pet Project Foundation Pinot's Palette
Aquatic Technologies Arroyo Vista Elementary YMCA	Irvine Ranch Water District Irvine Rotary Club	Pintar Investement Company Plaza Tower
Arthritis Center of Southern Orange County Ashford Place Maintenance Association (Keystone Pacific)	Irvine Spectrum Center Irvine Unified School District	Promenade Villas Homeowners Association Quest Software
Asian Business Association Orange County Assistance League of Laguna Beach	Irvine Valley College Jax Bicycle Center	R.D. Olson Development Race 4 the Environment
ASU University	John Wayne Airport	Rancho Cielo Home Owners Association (Seabreeze Management Company)
Auburn Homeowners Association (Action Property Management) Avanir Pharmaceuticals Inc	Journey Christian Church Jubilee Presbyterian Church in Irvine	Rancho Mission Viejo Rancho Mission Viejo, LLC
Aventura Sailing	Julie Laughton Design Build/ Laguna Beach Chamber of Commerce Kaiser Permanente Orange County	Rancho San Clemente Community Association (Curtis Management Co.)
AYSO Bay Jaurel Homeowners Association	Irvine Medical Center	Rancho Santa Margarita Chamber of Commerce
Bay Laurel Homeowners Association BAYSIDE VILLAGE HOA	Kawamura College Advisement Kawasaki Motors Corp., U.S.A.	Rancho Santa Margarita Landscape and Recreation Corporation Rancho Santa Margarita Library
BAYVIEW TERRACE HOA Bayview/Baycrest Court HOA	Kiwanis Club of Laguna Woods Village Kiwanis Club of Mission Viejo	Redan Medical Inc. Relay for Life
BEACON BAY COMMUNITY ASSOC.	Kiwanis Club of San Clemente	Rock Harbor Church
Bell Fleur Homeowners Association Bellwether Financial Group	Knights of Columbus Korean Community Services	Rotary Club of Irvine Rotary Club of Laguna Niguel
Best Best and Krieger LLP Bicycle Club of Irvine	Korean Resource Center (KRC) - Orange County Office Korean Resource Center (KRC), Orange County Office	Rotary Club of Mission Viejo Saddleback Adult Education SJC Campus
Blue Lagoon HOA (Action Property Management)	La Mirage at Aliso Viejo HOA (Total Property Management)	Saddleback Church (Irvine South Campus)
Blue Lantern Inn BLUFFS H. O. COMMUNITY ASSOC.	La Vista HOA (Powerstone Property Management) Laguna Aesthetics and Vein Center	Saddleback Church Dana Point Saddleback College
Boys & Girls Club of Capistrano Valley Boys & Girls Club of the South Coast Area	Laguna Beach Canyon Alliance Neighborhood Defense Organization Laguna Beach Chamber of Commerce	Saddleback Family & Urgent Care Saddleback Valley Unified School District
Boys and Girls Club Newport Beach	Laguna Beach Community Clinic	Saint Thomas More Church
Braille Institute - Laguna Hills Brio Tuscany Grille	Laguna Beach Company/ Laguna Beach Chamber of Commerce Laguna Beach Historical Society	Salvation Army Church SAMLARC (Rancho Santa Margarita Landscape and Recreation Corporation)
Buchalter/ Laguna Beach Chamber of Commerce Building Industry Association	Laguna Beach Interfaith Council Laguna Beach Library	San Clemente Arts Association San Clemente Chamber of Commerce
Burnham Ward Properties	Laguna Beach Net Works Christian Church	San Clemente Community Center
C. J. Segerstrom & Sons Cabrillo Playhouse	Laguna Beach Riviera Lions Club Laguna Beach Rotary Club	San Clemente Downtown Business Association San Clemente Exchange Club
Cal State Fullerton California Avocado Society Inc	Laguna Beach Saddleback Laguna Beach Seniors	San Clemente Green San Clemente Junior Woman's Club
California Bank & Trust/ Le Tip of Irvine Spectrum	Laguna Beach Unified School District	San Clemente Library
Caltrans, District 12 Calvary Chapel Costa Mesa	Laguna Beach United Methodist Church Laguna Beach Visitors Center	San Clemente Medical Group San Clemente Sunrise Rotary Club
Camden Park HOA (Optimum Professional Property Management) Camino Health Center	Laguna Board of Realtors Laguna Canyon Foundation	San Clemente Times & Dana Point Times San Diego Gas and Electric
Canyon Estates Community Association	Laguna Coast Wilderness Park	San Juan Capistrano Fiesta Association
Capistrano Beach Care Center Capistrano Unified School District	Laguna Crest Estates Community Association (Accell Property Management) Laguna Dana Urgent Care	San Juan Capistrano Historical Society San Juan Capistrano Library
Capo Beach Church Captain's Hill HOA (Dana Pacific Management Services)	Laguna Health & Wellness Center Laguna Hills Anticoagulation Clinic	San Juan Capistrano Rotary Club San Juan Chamber of Commerce
Car Sound Exhaust System, Inc.	Laguna Hills Chamber of Commerce	San Onofre Parks Foundation
Cardinal Property Management Casa Romantica Cultural Center & Gardens	Laguna Hills Technology Laguna Niguel Chamber of Commerce	Santa Ana Active Streets Santa Ana Business Council, Inc.
Casa Romantica Cultural Center and Gardens Casino San Clemente	Lagues Niguel Library	
Casta Del Sol HOA	Laguna Niguel Library	Santa Ana Chamber of Commerce
Catalina Express Center for Spiritual Living Capistrano Valley & Executive Suites at Talega	Laguna Niguel Lions Club Laguna Niguel Republican Women Federated	Santa Ana College (SAC) Santa Ana Main Public Library
	Laguna Niguel Lions Club Laguna Niguel Republican Women Federated Laguna Niguel Woman's Club Laguna Playhouse/ Laguna Beach Chamber of Commerce	Santa Ana College (SAC)
Chamber of Commerce Mission Viejo	Laguna Niguel Lions Club Laguna Niguel Republican Women Federated Laguna Niguel Woman's Club Laguna Playhouse/ Laguna Beach Chamber of Commerce Laguna Prisyreiran Church	Santa Ana College (SAC) Santa Ana Main Public Library Santa Ana Unified Adult Transition Santa Ana Unified School District (SAUSD) Santa Margarity Water District Santa Margarity Water District
Chapman University Chief Strategy Officer	Laguna Niguel Lons Club Laguna Niguel Republican Women Federated Laguna Niguel Woman's Club Laguna Piguel Woman's Club Laguna Playhouse/ Laguna Beach Chamber of Commerce Laguna Presbyterian Church Laguna Sur HOA (Seabreeze Management) Laguna Woods Democratic Club	Santa Ana College (SAC) Santa Ana Main Public Library Santa Ana Limifed Adult Transition Santa Ana Unified School District (SAUSD) Santa Margarita Water District Sawdust Art Festival SCKE - Odyssey Medical Group
Chapman University Chief Strategy Officer Child Guidance Center, Inc. Chinese Baptist Church of Central Orange County	Laguna Niguel Lions Club Laguna Niguel Republican Women Federated Laguna Niguel Woman's Club Laguna Playhouse/ Laguna Beach Chamber of Commerce Laguna Persbyterian Church Laguna Sur HOA (Seabreeze Management) Laguna Woods Democratic Club Laguna Woods History Center Laguna Woods History Center	Santa Ana College (SAC) Santa Ana Mini Public Library Santa Ana Unified Adult Transition Santa Ana Unified Adult Transition Santa Margarita Water District (SAUSO) Santa Margarita Water District Sawdust Art Festival SCKE - Odyssey Medical Group Sea & Sage Audubon Society Sea & Sage Audubon Society Sea & Sage Audubon Society - Orange County Chapter
Chapman University Chief Strategy Officer Child Guidance Center, Inc.	Laguna Niguel Lions Club Laguna Niguel Republican Women Federated Laguna Niguel Woman's Club Laguna Playhouse/ Laguna Beach Chamber of Commerce Laguna Pestyreiran Church Laguna Sur HOA (Seabreze Management) Laguna Woods Democratic Club Laguna Woods History Center	Santa Ana College (SAC) Santa Ana Unified Adult Transition Santa Ana Unified Adult Transition Santa Ana Unified School District (SAUSD) Santa Margarita Water District Sawdust Art Festival SCKE - Odyssey Medical Group Sea & Sage Aduduon Society
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Organization	Organization	Organization
Concentra Urgent Care	Medical Concierge Mental Health Center	Surfrider Foundation
Concord USA/ Le Tip of Irvine Spectrum	Melissa Data	SVUSD
Concordia University Irvine	Memorial Care Health System	Talega Maintenance Corporation
Cornerstone HOA	Metro Town Square	Temple Hills Community Association
CORONA HIGHLANDS POA	MicroVention Inc	Terrace View Homeowners Association
Corpus Christi Church	Milano HOA (Action Property Management)	The ALS Guardian Angels Foundation
Costa Brava at Rancho Niguel	Mission Hospital	The Capistrano Dispatch
Costa Mesa Chamber of Commerce	Mission Hospital - Laguna Beach	The Chamber Newport Beach
Costa Mesa Marriott	Mission Viejo Activities Committee	The Chronically Awesome Foundation
Coto de Caza News	Mission Viejo Chamber of Commerce	The District at Tustin Legacy
County of Orange	Mission Viejo Community Foundation	The Doyle Foundation
Crown Valley Highlands Community Association	Mission Viejo Rotary Club	The Ecology Center
Crystal Cay HOA	Mission Viejo Senior Activities Committee	The Hydration Room IV and Injection Therapy
Crystal Cove Conservancy	Mobility 21	The Kennedy Commission
Cyprus Shore Homeowners Association	Modjeska Playhouse	The LAB Holding Company
Dana Point 5th Marine Regiment Support Group Dana Point Chamber of Commerce	MOMS Resource Center Monarch Bay Plaza	The Laguna Beach Community Foundation
Dana Point Chamber of Commerce Dana Point Coastal Arts	Monarch Beach Master HOA (Keystone Pacific)	The Laguna Playhouse The Marina at Dana Point
Dana Point Coastal Arts Dana Point Community Center	Monarch Beach Promenade	The OC Marathon
Dana Point Community Center Dana Point Fine Arts Association	Monarch Beach Resort	The Oc Maratnon The Orchard
Dana Point Hille At & Association Dana Point Harbor Partners	Monarch Beach Sunrise Rotary Club	The Outlets at Orange
Dana Point Historical Society	Monarch Summit I HOA	The Redwoods Homeowners Association
Dana Point Lantern District Alliance	Moulton Niguel Water District	The Reserve at Rancho Mission Viejo
Dana Point Library	Moulton Ranch III (Action Property Management)	The Shops at Mission Viejo
Dana Point Marina Inn	Multi-Ethnic Collaborative of Community Agencies (MECCA)	The Village at Laguna Hills
Dana Point Physical Therapy	Music Preserves Foundation	The Westin South Coast Plaza
Dana Point Women's Community House	Nadadores - Dive	Tijeras Creek Elementary YMCA
Dana Point Yacht Club	Nadadores - Swim	Tijeras Creek Golf Club
Dana Wharf Sportfishing & Whale Watching	Neck & Back Medical Center	Toastmasters of Laguna Beach
Dennis and Leslie Power Library, Laguna College of Art and Design	Neighborhood Congregational Church	Trabuco Highlands Community Association (Keystone Pacific)
Destination Irvine	Nellie Gail Ranch Owners Association	Trabuco Mesa Park
Discovered Money	New Life Irvine	Traditional Fine Arts Organization
Doheny State Beach Interpretive Association	New University Newspaper, University of California, Irvine	Trails 4 All
Doheny State Park	Newport Beach Chamber of Commerce	Transit Advocates of Orange County
Dove Canyon Country Club	Newport Beach Foundation	Transportation Corridor Agencies
Downtown, Inc.	Newport Center Toastmasters	Turtle Rock Glen Community Association (Keystone Pacific)
EASTBLUFF HOMEOWNERS COMMUNITY ASSOC.	Newport Church	Tustin Chamber of Commerce
Edwards Lifesciences Corporation	Newport/Irvine Rotary Club	Tustin Community Foundation
Efficient Power Conversion Corporation	Newport-Mesa-Irvine Interfaith Council	Tustin Host Lions Club
El Toro Water District Elks of Mission Viejo	Niguel Botanical Preserve	Tustin Meadows - West Tustin Ranch Golf Club
	Niguel Shores Community Association Norman P. Murray Community and Senior Center	Tustin Nation Golf Club Tustin Unified School District
Evolution Haiti Exodus3	OC Fair	Tustin/Santa Ana Rotary Club
Expressions HOA (Accell Property Management)	OC Health Care Agency	Unidos South OC Inc
Festival of Arts and Pageant of the Masters	OC Register	Unitarian Universalist Church
Firebrand Media/ Laguna Beach Chamber of Commerce	Ocean View Plaza	University of California, Irvine
FivePoint	O'Connell Landscape®	University of Camorina, ITVITE University of Phoenix
Fluidmaster Inc	Octane OC	University of Southern California
Foothill Communities Association, Inc.	O'Neill Regional Park	Villa Pacifica Homeowners Association (c/o South Coast Property Management)
Fredric H. Rubel Fine Jeweler/ Laguna Beach Chamber of Commerce	Orange Coast College	Village Church of Irvine
Friends of Harbors, Beaches, and Parks	Orange County	Villagio 1 Community Association (Curtis Management Co.)
Friends of the Dana Point Headlands	Orange County Asian Pacific Islander Community Alliance (OCAPICA)	Vista La Cuesta Homeowners Association
Frisby Cellars Winery	Orange County Association of Realtors	Voyagers Bible Church
Future Leaders of Our Community	Orange County Bicycle Coalition	Vybed Out Radio
Gloria Dei Lutheran Church	Orange County Black Chamber of Commerce	Walmart Neighborhood Market
Good Shepard Lutheran Church	Orange County Business Council	We Rock The Spectrum Laguna Hills Kid's Gym
Grace City Church	Orange County Business Council (OCBC)	WIN-TEAM Racing
Great Opportunities	Orange County Coastkeeper	Women's Club of Laguna Beach
Greater Irvine Chamber of Commerce	for Responsible Development (OCCORD)	Woodbridge Community Church
Greater Light Family Church	Orange County Community Foundation	Wyland Foundation
Greater Orange County Lions Club	Orange County Council of Governments	Yesenia's Humanitarian Foundation
Harbor Christian Church	Orange County Department of Education	YMCA
HARBOR VIEW KNOLL COMMUNITY ASSN.	Orange County Fire Authority	Your Story Matters





Appendix D.4 Eblast #1 — Telephone Townhall Meeting, Survey and Virtual Meeting Room Invite

Kristyn Bogda

From: Marissa Espino <mespino@octa.net>
Sent: Monday, June 7, 2021 11:02 AM

To: Kristyn Bogda

Subject: Join our Telephone Townhall to Plan for South Orange County's Transportation Future

Follow Up Flag: Follow up Flag Status: Flagged

View this email in your browser



The Orange County Transportation
Authority (OCTA) wants to hear your
feedback on the mobility strategies
that will help identify future
improvements to local streets,
transit, freeways and bikeways for
the South Orange County
Multimodal Transportation Study
(SOCMTS).

We Want To Hear From You!

Please take this short survey below or by phone to share your feedback on mobility strategies that will help improve transportation in south Orange County in the future.



Join us for a Telephone Townhall to learn about study findings, provide input and ask questions.

Simulcast in Spanish.

Date: Thursday, June 17, 2021

Time: 5:30-6:30 p.m.

Registration

URL: octa.net/TTHsignup

A recording of the presentation will be available on the project website following the meeting.



A Virtual Meeting Room will also be open from Monday, June 7 through

Survey

link: SouthOCStudysurvey.com

Survey Phone Number: (833) 711-8070

Monday, July 12, 2021 to learn more about the study, make comments and ask questions. Please visit octa.net/SouthOCStudy to access the Virtual Meeting Room.

Languages and Other Needs

All requests for reasonable accommodations and/or language services must be made three working days (72 hours) in advance of the scheduled meeting date by contacting Marissa Espino at mespino@octa.net or (833) 711-8070.

Todas las solicitudes sobre adaptaciones razonables a necesidades especiales y/o servicios deben realizarse tres días laborales (72 horas) antes de la reunión programada, contactando a Marissa Espino por correo electrónico (mespino@octa.net) o llamando al (833) 711-8070.

所有有关合理便利设施和/或语言服务的要求必须在预定的会议召开日期的三个工作日(72小时)之前提出,请发送电子邮件至 mespino@octa.net 或致电 (833) 711-8070与Marissa Espino联系。

장애자를 위한 편의 제공이나 통역 요청은 반드시 회의 예정일 3 영업일(72시간) 전에 해야합니다. 언략처는 마리사 에스피노(Marissa Espino) <u>mespino@octa.net</u> 또는 전화 (833) 711-8070.

Tất cả các yêu cầu về tiện nghi hợp lý và / hoặc dịch vụ ngôn ngữ phải được thông báo ba ngày làm việc (72 giờ) trước ngày họp được ấn định bằng cách liên lạc với Marissa Espino tại mespino@octa.net hoặc (833) 711-8070.

Para ver la invitación en español, visite: octa.net/SouthOCStudy

以简体中文查看邀请,请访问: octa.net/SouthOCStudy

한국어 초대장을 보시려면, 을 방문하십시오: octa.net/SouthOCStudy

Để xem lời mời bằng tiếng Việt, xin vui lòng truy cập: octa.net/SouthOCStudy

Marissa Espino, Principal Community Relations Specialist

Email: mespino@octa.net
Phone: (833) 711-8070

Project Site: octa.net/SouthOCStudy

×

La Autoridad de Transporte del Condado de Orange (OCTA) quiere escuchar sus comentarios sobre las estrategias de movilidad que ayudarán a identificar futuras mejoras a las calles, tránsito, autopistas y ciclovías a nivel local para el Estudio de Transporte Multimodal del sur del Condado de Orange (SOCMTS).

¡Queremos Saber Su Opinión!

Realice una breve encuesta en línea o por teléfono para compartir su opinión sobre las estrategias de movilidad que **x**

Únase a nosotros para una reunión telefónica del ayuntamiento para aprender acerca de los hallazgos del estudio, proporcionar información y preguntar preguntas

Simulcast en español.

Fecha: Jueves, 17 de junio de 2021

Horario: 5:30-6:30 p.m.

Registrese en: octa.net/TTHsignup

Una grabación de la presentación estará disponible en el sitio web del proyecto después de la reunión.

ayudarán a mejorar el transporte en el sur del Condado de Orange en el futuro.

Enlace a la

Encuesta: SouthOCStudysurvey.com

Número de Teléfono de la Encuesta:

(833) 711-8070



También se abrirá una Sala de Reuniones Virtual desde lunes, 7 de junio al lunes, 12 de julio de 2021 para aprender más sobre el estudio, hacer comentarios y hacer preguntas. Visite octa.net/SouthOCStudy para acceder a la Sala de Reuniones Virtual.

Marissa Espino, Principal Community Relations Specialist

Email: mespino@octa.net

Phone: (833) 711-8070

Project Site: octa.net/SouthOCStudy





Appendix D.5 Eblast #2 — Survey and Virtual Meeting Room Reminder

Kristyn Bogda

From: Marissa Espino <mespino@octa.net>
Sent: Wednesday, June 16, 2021 1:46 PM

To: Kristyn Bogda

Subject: REMINDER: Join our Telephone Townhall to Plan for South Orange County's Transportation Future

View this email in your browser

×

The Orange County Transportation
Authority (OCTA) wants to hear your
feedback on the mobility strategies
that will help identify future
improvements to local streets,
transit, freeways and bikeways for
the South Orange County
Multimodal Transportation Study
(SOCMTS).

We Want To Hear From You!

Please take this short survey below or by phone to share your feedback on mobility strategies that will help improve transportation in south Orange County in the future.

Survey

link: SouthOCStudysurvey.com

×

Join us for a Telephone Townhall to learn about study findings, provide input and ask questions.

Simulcast in Spanish.

Date: Thursday, June 17, 2021

Time: 5:30-6:30 p.m.

Registration

URL: octa.net/TTHsignup

A recording of the presentation will be available on the project website following the meeting.

×

A Virtual Meeting Room will also be open from Monday, June 7 through Monday, July 12, 2021 to learn more about the study, make comments

Survey Phone Number: (833) 711-8070

and ask questions. Please visit octa.net/SouthOCStudy to access the Virtual Meeting Room.

Languages and Other Needs

All requests for reasonable accommodations and/or language services must be made three working days (72 hours) in advance of the scheduled meeting date by contacting Marissa Espino at mespino@octa.net or (833) 711-8070.

Todas las solicitudes sobre adaptaciones razonables a necesidades especiales y/o servicios deben realizarse tres días laborales (72 horas) antes de la reunión programada, contactando a Marissa Espino por correo electrónico (mespino@octa.net) o llamando al (833) 711-8070.

所有有关合理便利设施和/或语言服务的要求必须在预定的会议召开日期的三个工作日(72小时)之前提出,请发送电子邮件至 mespino@octa.net 或致电 (833) 711-8070与Marissa Espino联系。

장애자를 위한 편의 제공이나 통역 요청은 반드시 회의 예정일 3 영업일(72시간) 전에 해야합니다. 언략처는 마리사 에스피노(Marissa Espino) mespino@octa.net 또는 전화 (833) 711-8070.

Tất cả các yêu cầu về tiện nghi hợp lý và / hoặc dịch vụ ngôn ngữ phải được thông báo ba ngày làm việc (72 giờ) trước ngày họp được ấn định bằng cách liên lạc với Marissa Espino tại mespino@octa.net hoặc (833) 711-8070.

Para ver la invitación en español, visite: octa.net/SouthOCStudy

以简体中文查看邀请,请访问: octa.net/SouthOCStudy

한국어 초대장을 보시려면, 을 방문하십시오: octa.net/SouthOCStudy

Để xem lời mời bằng tiếng Việt, xin vui lòng truy cập: octa.net/SouthOCStudy

Marissa Espino, Principal Community Relations Specialist

Email: mespino@octa.net
Phone: (833) 711-8070

1 1101101 (333) 7 1 7 337 3

Project Site: octa.net/SouthOCStudy

×

La Autoridad de Transporte del Condado de Orange (OCTA) quiere escuchar sus comentarios sobre las estrategias de movilidad que ayudarán a identificar futuras mejoras a las calles, tránsito, autopistas y ciclovías a nivel local para el Estudio de Transporte Multimodal del sur del Condado de Orange (SOCMTS).

¡Queremos Saber Su Opinión!

Realice una breve encuesta en línea o por teléfono para compartir su opinión sobre las estrategias de movilidad que ayudarán a mejorar el transporte en el sur del Condado de Orange en el futuro.

Enlace a la

Encuesta: SouthOCStudysurvey.com

×

Únase a nosotros para una reunión telefónica del ayuntamiento para aprender acerca de los hallazgos del estudio, proporcionar información y preguntar preguntas

Simulcast en español.

Fecha: Jueves, 17 de junio de 2021

Horario: 5:30-6:30 p.m.

Registrese en: octa.net/TTHsignup

Una grabación de la presentación estará disponible en el sitio web del proyecto después de la reunión.

×

Número de Teléfono de la Encuesta:

(833) 711-8070

También se abrirá una Sala de Reuniones Virtual desde lunes, 7 de junio al lunes, 12 de julio de 2021 para aprender más sobre el estudio, hacer comentarios y hacer preguntas. Visite octa.net/SouthOCStudy para acceder a la Sala de Reuniones Virtual.

Marissa Espino, Principal Community Relations Specialist

Email: mespino@octa.net

Phone: (833) 711-8070

Project Site: octa.net/SouthOCStudy

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Appendix D.6 Eblast #3 — Survey and Virtual Meeting Room Last Chance

Kristyn Bogda

From: Marissa Espino <mespino@octa.net>
Sent: Wednesday, July 7, 2021 11:00 AM

To: Kristyn Bogda

Subject: Last Chance to Take Our Survey for South Orange County's Transportation Future

View this email in your browser

Help us plan for SOUTH ORANGE COUNTY'S TRANSPORTATION FUTURE



Share your feedback on the transportation study by Monday, July 12.

Take our survey and check out our Virtual Meeting Room for the **South Orange County Multimodal Transportation Study!** Your input is valuable in helping OCTA develop strategies that will help identify future mobility improvements to south Orange County. The survey and Virtual Meeting Room will close this Monday, July 12th.



Survey



Please take this short survey below or by phone. The survey is available in English, Spanish, Korean, Mandarin and Vietnamese.

You can also fill out an online comment form through our <u>Virtual</u>

<u>Meeting Room</u> to share your thoughts.

Survey

link: SouthOCStudysurvey.com

Survey phone number:

(833) 711-8070

Share the survey and Virtual Meeting Room with family, friends, neighbors, or colleagues who live, work, or visit south Orange County.

We look forward to hearing from you!

Marissa Espino, Principal Community Relations Specialist

Email: mespino@octa.net
Phone: 833.711.8070

Project Site: octa.net/SouthOCStudy

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Appendix D.7 Telephone Townhall Meeting,
Survey and Virtual Meeting Room
Postcard (English; Spanish;
Mandarin; Korean; Vietnamese)

Help us plan for **SOUTH ORANGE COUNTY'S**TRANSPORTATION FUTURE

Ayúdenos a planificar el FUTURO DEL TRANSPORTE del condado de Orange del sur



The Orange County Transportation Authority (OCTA) wants to hear your feedback on mobility strategies that will help identify future improvements to local streets, transit, freeways and bikeways for the **South Orange County Multimodal Transportation Study (SOCMTS)**.

La Autoridad de Transporte del Condado de Orange (OCTA) quiere escuchar sus comentarios sobre las estrategias de movilidad que ayudarán a identificar futuras mejoras a las calles, tránsito, autopistas y ciclovías a nivel local para el Estudio de Transporte Multimodal del sur del Condado de Orange (SOCMTS).

We Want To Hear From You!

¡Queremos Saber Su Opinión!

Please take a short survey online or by phone to share your feedback on mobility strategies that will help improve transportation in south Orange County in the future.

Realice una breve encuesta en línea o por teléfono para compartir su opinión sobre las estrategias de movilidad que ayudarán a mejorar el transporte en el sur del Condado de Orange en el futuro.

Survey Link / Enlace a la Encuesta: SouthOCStudysurvey.com

Survey Phone Number / Número de Teléfono de la Encuesta: (833) 711-8070

TELEPHONE TOWNHALL REUNIÓN PÚBLICA TELEFÓNICA

Join us for a Telephone Townhall to learn about study findings, provide input and ask questions. Simulcast in Spanish.

Únase a nosotros para una reunión telefónica del ayuntamiento para aprender acerca de los hallazgos del estudio, proporcionar información y preguntar preguntas

Simulcast en español.

WHEN / CUANDO

Date / Fecha:

Thursday, June 17, 2021 / Jueves, 17 de junio de 2021 Time / Horario: 5:30-6:30 p.m.

Please register by going to octa.net/TTHsignup

Registrese en octa.net/TTHsignup

A recording of the presentation will be available on the project website following the meeting.

Una grabación de la presentación estará disponible en el sitio web del proyecto después de la reunión.



A Virtual Meeting Room will also be open from Monday, June 7 to Monday, July 12, 2021 to learn more about the study, make comments and ask questions. Please visit octa.net/SouthOCStudy to access the Virtual Meeting Room.

También se abrirá una Sala de Reuniones Virtual desde lunes, 7 de junio al lunes, 12 de julio de 2021 para aprender más sobre el estudio, hacer comentarios y hacer preguntas. Visite octa.net/SouthOCStudy para acceder a la Sala de Reuniones Virtual.

Languages and Other Needs / *Idiomas y Otras Necesidades*

All requests for reasonable accommodations and/or language services must be made three working days (72 hours) in advance of the scheduled meeting date by contacting Marissa Espino at mespino@octa.net or (833) 711-8070.

Todas las solicitudes sobre adaptaciones razonables a necesidades especiales y/o servicios deben realizarse tres días laborales (72 horas) antes de la reunión programada, contactando a Marissa Espino por correo electrónico (mespino@octa.net) o llamando al (833) 711-8070.

한국어 초대장을 보시려면, 을 방문하십시오: octa.net/SouthOCStudy

以简体中文查看邀请,请访问: octa.net/SouthOCStudy

Để xem lời mời bằng tiếng Việt, xin vui lòng truy cập: octa.net/SouthOCStudy







Help us plan for **SOUTH ORANGE COUNTY'S**TRANSPORTATION FUTURE



Ayúdenos a planificar el FUTURO DEL TRANSPORTE del condado de Orange del sur



Orange County Transportation Authority C/O Marissa Espino PO Box 14184 Orange, CA 92863-1584

PRSRT STD ECRWSS U.S. POSTAGE PAID SANTA ANA, CA PERMIT NO. 985





Appendix D.8 Live Facebook Advertisement







Appendix D.9 Facebook Posts

6/7/21 English Advertisement





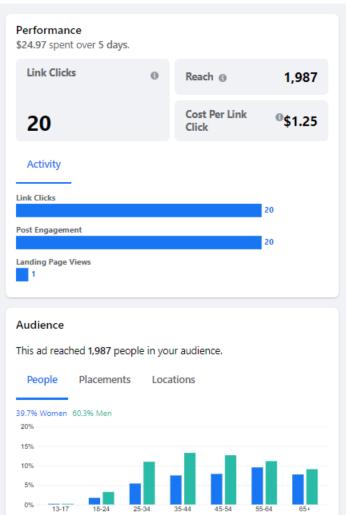
6/8/21 Spanish Advertisement





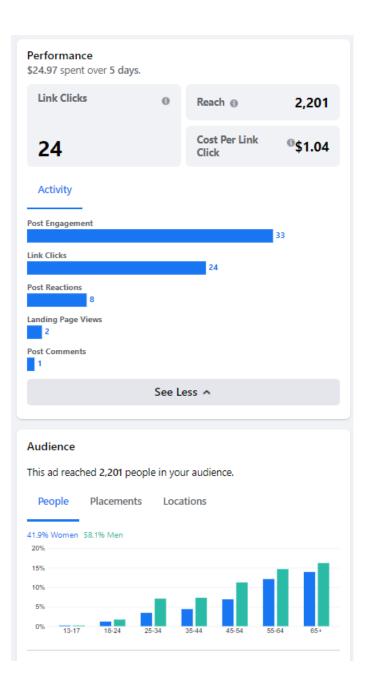
6/8/21 Korean Advertisement





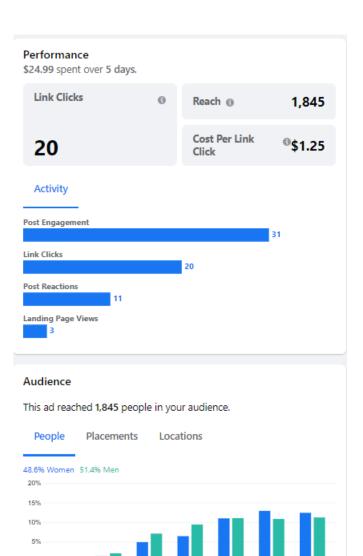
6/8/21 Vietnamese Advertisement

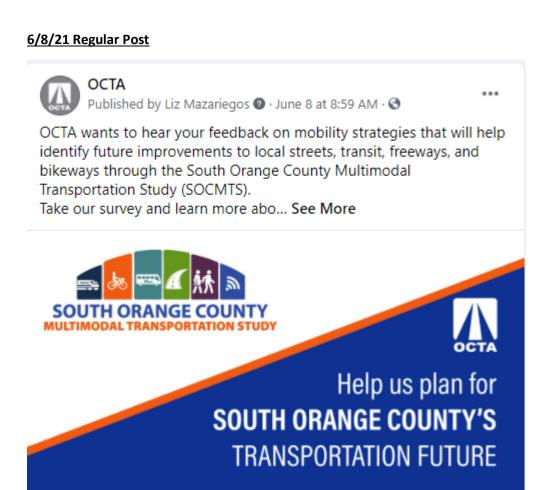


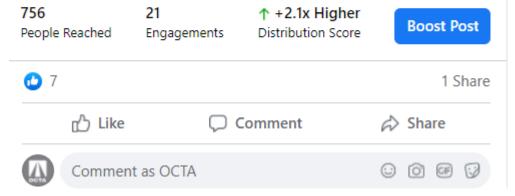


6/8/21 Mandarin Advertisement







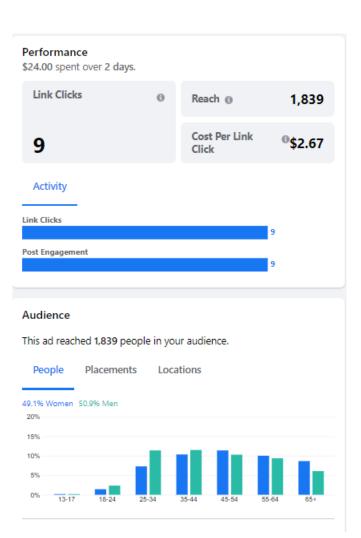


6/9/21 Regular Post (posted by OCTA)



6/14/21 English Advertisement



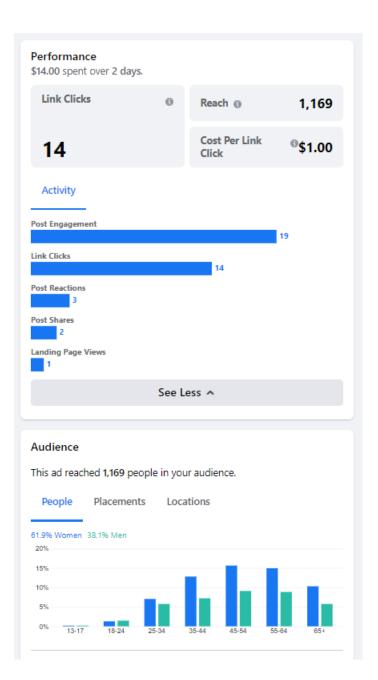


6/14/21 Spanish Advertisement



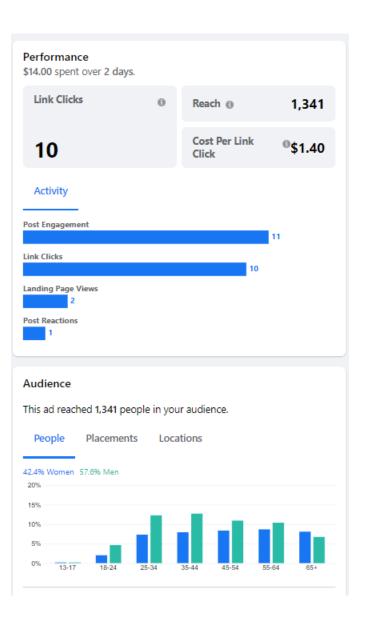
información sobre el proyecto a través de nuestra Sala de Reuniones Virtual, visite octa.net/SouthOCStudy o llame al (833) 711-8070.





6/14/21 Korean Advertisement





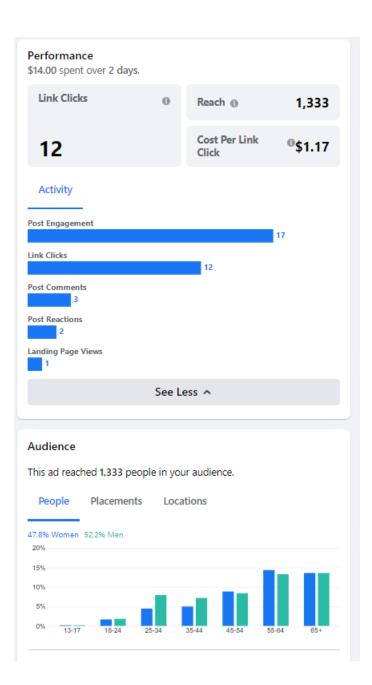
6/14/21 Vietnamese Advertisement



OCTA đang tiến hành một cuộc nghiên cứu để giúp xác định những cải tiến trong tương lai đối với các đường phố địa phương, phương tiện di chuyển công cộng, xa lộ và đường dành cho xe đạp cho Cuộc Nghiên cứu Giao thông Vận chuyển Đa phương thức Nam Orange County (SOCMTS). Tham gia với chúng tôi trong một Telephone Townhall (Cuộc Gặp gỡ qua Điện thoại) vào Thứ Năm, ngày 17 tháng 6, từ 5:30 đến 6:30 chiều để tìm hiểu vè các chiến lược vận chuyển và chia sẻ phản hồi của quý vị. Đằng ký tại: octa.net/TTHsignup.

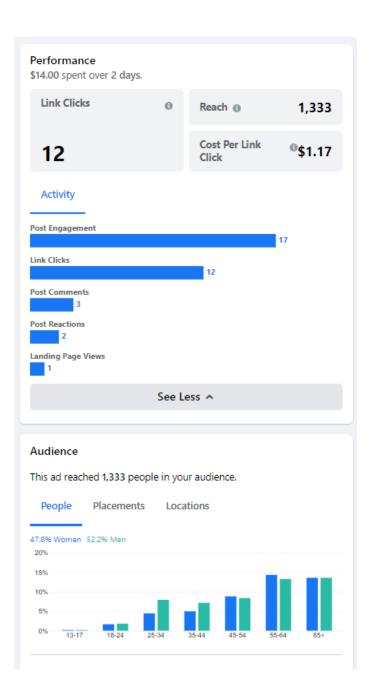
Hãy tham gia cuộc khảo sát của chúng tôi và tìm hiểu thêm về dự án này thông qua Virtual Meeting Room (Phòng Họp Áo) của chúng tôi, truy cập octa.net/SouthOCStudy hoặc gọi số (833) 711-8070.



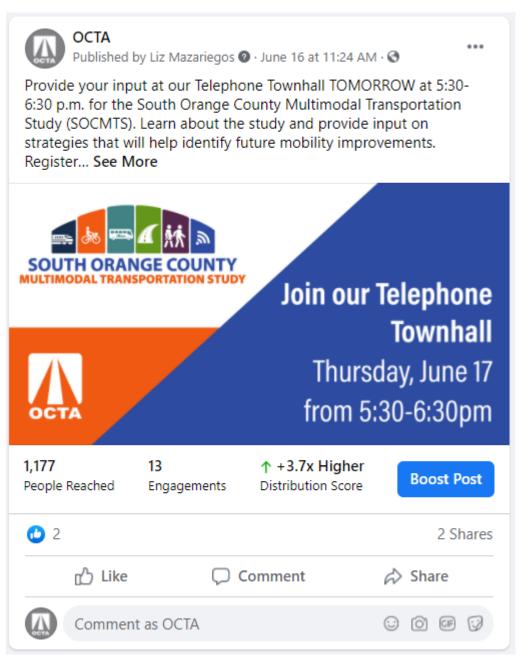


6/14/21 Mandarin Advertisement





6/16/21 Regular Post



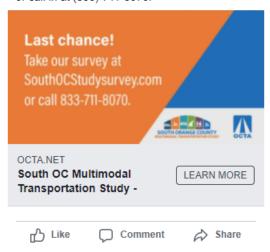
7/7/21 English Advertisement

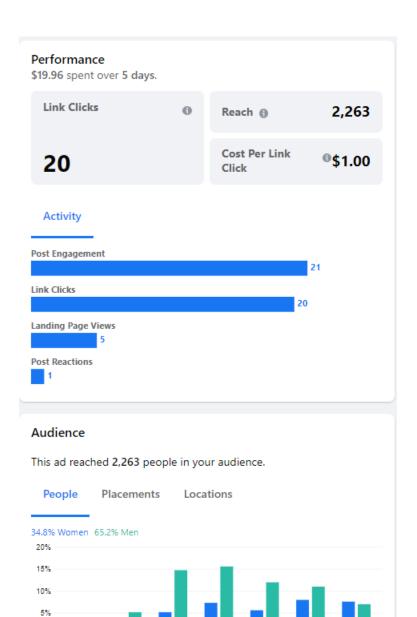
Ad Preview

See All Previews



Share your feedback on the transportation study by Monday. Take our survey and check out our Virtual Meeting Room for the South Orange County Multimodal Transportation Study! Learn more and share your input on strategies that will help will identify future mobility improvements to south Orange County at octa.net/SouthOCStudy or call in at (833) 711-8070.





7/7/21 Spanish Advertisement

Ad Preview See All Previews

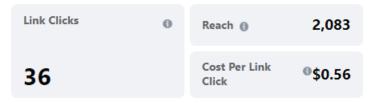


¡ÚLTIMA OPORTUNIDAD! ¡Este lunes será el último día para realizar nuestra encuesta y consultar nuestra Sala de Reuniones Virtual para el Estudio de Transporte Multimodal del Sur del Condado de Orange! Obtenga más información sobre el estudio y comparta su opinión sobre las estrategias de movilidad que ayudarán a identificar futuras mejoras en las calles locales, el tránsito, las autopistas y los carriles de bicicletas del sur del Condado de Orange en octa.net/SouthOCStudy o llame al (833) 711-8070.

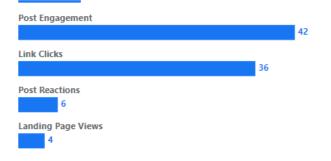


Performance

\$19.98 spent over 5 days.



Activity



Audience

People

This ad reached 2,083 people in your audience.

Placements

20%			
5%			
0%			
5%			

Locations

7/7/21 Korean Advertisement

Ad Preview

See All Previews



마지막 기회! 이번 월요일은 사우스 오렌지 카운티 복합 교통수단 연구설문 조사에 응하고 가상회의 룸을 나갈 수 있는 마지막 날입니다! 이 연구에 대해 더 자세히 알아보시고 지역 거리, 대중교통수단, 프리웨이 및 자전거 도로의 향후 개선사항을 파악하는 데 도움이 될 이동성 전략에 대한 여러분의 의견을 주시기 바랍니다. octa.net/SouthOCStudy을 방문하시거나 (833) 711-8070으로 전화하십시오.



Performance

\$14.98 spent over 5 days.



Activity



Audience

This ad reached 1,666 people in your audience.

People	Placen	nents	Locations	5		
46.2% Wom	en 53.8% Me	n				
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10%						
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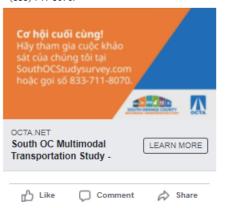
7/7/21 Vietnamese Advertisement

Ad Preview

See All Previews

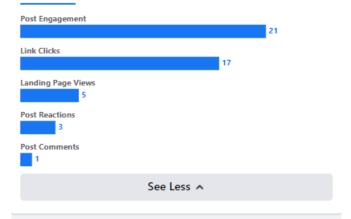


CƠ HỘI CUỐI CỦNG! Thứ Hai tuần này sẽ là ngày cuối cùng để tham gia cuộc khảo sát của chúng tôi và kiểm tra Phòng Họp Áo của chúng tôi đổ với Cuộc Nghiên cứu Giao thông Vận chuyển Đa phương thức vùng phía Nam Orange County! Tìm hiểu thêm về cuộc nghiên cứu và chia sẻ phản hồi của quý vị về các chiến lược di chuyển mà sẽ giúp xác định những cải tiến trong tương lai đối với các đường phố địa phương, phương tiện di chuyển công cộng, xa lộ và đường dành cho xe đạp ở phía nam Quận Orange tại octa.net/SouthOCStudy hoặc gọi số (833) 711-8070.



Performance \$14.98 spent over 5 days. Link Clicks Reach 1,612 Cost Per Link Click \$0.88

Activity



Audience

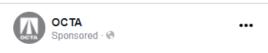
This ad reached 1,612 people in your audience.

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46.7% Women 20%	53.3% Men					
15%						
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7/7/21 Mandarin Advertisement

Ad Preview

See All Previews

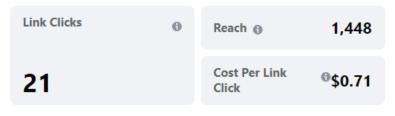


最后的机会!这个星期一时参加我们的调查并且查看我们橙县南部多式交通研究虚拟会议室的最后一天!在 octa.net/SouthOCStudy 网站上或者致电 (833) 711-8070,了解关于这项研究的更多信息,并且分享您对将有助于确定橙县南部当地街道、公交、高速公路和自行车道的未来改进内容的流动性策略的反馈意见。

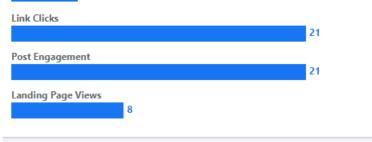


Performance

\$14.99 spent over 5 days.



Activity

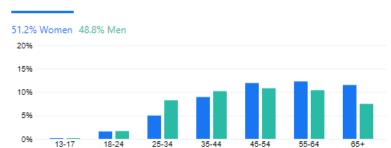


Audience

People

This ad reached 1,448 people in your audience.

Placements



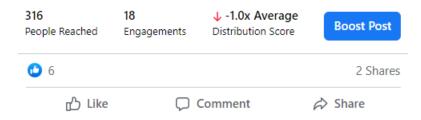
Locations

7/7/21 Regular Post



Share your feedback on the transportation study by Monday. Take our survey and check out our Virtual Meeting Room for the South Orange County Multimodal Transportation Study! Learn more and share your input on strategies that will help will identify future mobility improvements to south Orange County at octa.net/SouthOCStudy or call in at (833) 711-8070.





your post for \$35.





Appendix D

Appendix D.10 Twitter Posts

6/7/21 Twitter Post



OCTA @goOCTA · Jun 7

We want your feedback on mobility strategies to help identify future improvements to local streets, transit, freeways, and bikeways.

Take our survey and learn more about the project through our Virtual Meeting Room at octa.net/SouthOCStudy or call in at (833) 711-8070.



6/10/21 Twitter Post





OCTA Media Team @OCTAnews · Jun 10

Help #OCTA with the next phase of a south Orange County #transportation study by taking a brief survey and joining a June 17 telephone townhall. South County traffic is expected to increase with 170,000 new residents over the next 25 years. Info: bit.ly/3wix8ao



6/14/21 Twitter Post



6/16/21 Twitter Post



7/7/21 Twitter Post



OCTA @goOCTA · Jul 7

LAST CHANCE! 7/12 is the last day to take our survey and view our Virtual Meeting Room for the South Orange County Multimodal Transportation Study.

Learn more and share your feedback on mobility strategies for South OC at octa.net/SouthOCStudy or call in at (833) 711-8070.







Appendix D

Appendix D.11 News Release

Marissa Espino

Principal Community Relations Specialist Orange County Transportation Authority 714-560-5607

mespino@octa.net

From: Eric Carpenter < <u>ecarpenter@octa.net</u>> **On Behalf Of** Public Information Office

Sent: Thursday, June 10, 2021 9:50 AM

To: All OCTA <aocta@octa.net>

Subject: OCTA Press Release -- Help Shape South County's Transportation Future, Take Survey and Join OCTA Telephone

Townhall



FOR MORE INFORMATION: Eric Carpenter (714) 560-5697

Eric Carpenter (714) 560-5697 Megan Abba (714) 560-5671 FOR IMMEDIATE RELEASE:

June 10, 2021

Help Shape South County's Transportation Future, Take Survey and Join OCTA Telephone Townhall

Study to address the long-term needs of South Orange County will continue through 2021

ORANGE – The Orange County Transportation Authority is seeking more public input during the next phase of a study to address south Orange County's transportation needs as the area continues to grow with new residents and jobs and as travel patterns evolve.

The study, called the South Orange County Multimodal Transportation Study, is looking at a wide range of transportation needs and solutions over the next 25 years, including improvements to streets, bus and other transit options, highways and bikeways.

The area covered by the study encompasses about 40 percent of Orange County, generally south of State Route 55 to the San Diego County line, and from the coast to the foothills.

For the next phase of the study, people who live, work or travel through the area are asked to participate in a brief online survey to gauge opinions on transportation priorities and how available funds should best be used.

The survey can be taken online at <u>SouthOCStudySurvey.com</u> or by phone at (833) 711-8070. The survey will be available through July 22.

Additionally, a telephone townhall is scheduled to discuss the study and gather additional public input from 5:30 to 6:30 p.m. on June 17. The telephone townhall will be in English and simulcast in Spanish. Participants are asked to register in advance at octa.net/TTHsignup.

During the first phase of the study conducted in fall 2020, the OCTA team engaged with residents and stakeholders and completed an initial survey. Among the initial survey findings, respondents said that they would like to see:

- Reduction in traffic congestion
- Increased frequency and accessibility of multimodal transportation, and
- Increased safety and efficiency for all modes of travel.

OCTA, Orange County's transportation planning agency, is responsible for providing a balanced and sustainable transportation system for the entire county. The study's focus on south Orange County is necessary because over the next 25 years, projections show population growing by 170,000 residents and an additional 130,000 jobs are expected.

The South County study is scheduled to continue through the end of 2021. Residents, business owners and other key stakeholders will be asked to participate throughout in order to develop community consensus on transportation solutions that should move forward for further development.

For more information on the study, please visit octa.net/southOCstudy.

###

About OCTA: The Orange County Transportation Authority is the county transportation planning commission, responsible for funding and implementing transit and capital projects for a balanced and sustainable transportation system that reflects the diverse travel needs of the county's 34 cities and 3.2 million residents. With the mission of keeping Orange County moving, this includes freeways and express lanes, bus and rail transit, rideshare, commuter rail, environmental programs and active transportation.

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Appendix D

Appendix D.12 Study Blog Article

REDUCE MOTION	HIGH CONTRAST	CAREERS(/ABO	ACT US(/C	TUS/)					
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COVID-19(/Your	-Safety-Is-Our	-Priority/)	Getting A	round 🗸	Projects c				válví. Grado k News
		and F	Resources ^	About	OCTA 🗸	Sear	ch OCT	A	Q

Help Shape South County's Transportation Future, Take Survey and Join OCTA Telephone Townhall

June 10, 2021

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The South County study is scheduled to continue through the end of 2021. Residents, business owners and other key stakeholders will be asked to participate throughout in order to develop community consensus on transportation solutions that should move forward for further development.





Appendix D

Appendix D.13 On the Move Article





Search blog





SOUTH ORANGE COUNTY





Help Plan South Orange County's Transportation Future

Thursday, June 3, 2021







OCTA is studying mobility strategies that will help identify future improvements to local

streets, transit, freeways and bikeways for South Orange County and would like your feedback.

There are several ways to participate in the South Orange County Multimodal Transportation Study (SOCMTS). Information will be provided in English and Spanish.

Telephone Townhall

On Thursday, June 17, 2021 from 5:30 p.m. to 6:30 p.m., join OCTA for a Telephone Townhall to learn about study findings, provide input and ask questions. The Townhall with be simulcast in Spanish.

Please register here. A recording of the presentation will be available on the project website following the meeting.

Virtual Meeting Room

A Virtual Meeting Room will be open from Monday, June 7 to Monday, July 12, 2021 to help people learn more about the study, make comments and ask questions. Please visit here to access the Virtual Meeting Room.

Survey

Please take a short survey **online** or by phone (833-711-8070) to share your feedback on mobility strategies that will help improve transportation in south Orange County in the future.





September 13, 2021

To: Members of the Board of Directors

Andrea West, Interim Clerk of the Board North From:

Subject: Grant Awards for the Garden Grove-Santa ana Rails-to-Trails Gap

Closure and Bus Stop Safety and Accessibility Study

Regional Planning and Highways Committee Meeting of September 2, 2021

Present: Directors Chaffee, Delgleize, Harper, Hernandez, Muller,

Murphy, and Sarmiento

Director Bartlett Absent:

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- Adopt Orange County Transportation Authority Resolution No. 2021-071 Α. and authorize the Chief Executive Officer, or designee, to accept the Active Transportation Program \$3,000,000 grant award and required grant-related agreements with the execute California Department of Transportation and California Transportation Commission.
- B. Adopt Orange County Transportation Authority Resolution No. 2021-071 and authorize the Chief Executive Officer, or designee, to accept the Sustainable Communities Program \$300,000 grant award and execute grant-related agreements with the Southern California Association of Governments.
- C. Authorize the Chief Executive Officer, or designee, to amend the Federal Transportation Improvement Program and process all necessary amendments to facilitate the recommendations above.



September 2, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Grant Awards for the Garden Grove-Santa Ana

Rails-to-Trails Gap Closure and Bus Stop Safety and Accessibility

Study

Overview

The Orange County Transportation Authority was awarded \$3,000,000 for the Garden Grove-Santa Ana Rails-to-Trails Gap Closure through the statewide Active Transportation Program, and \$300,000 for the Bus Stop Safety and Accessibility Study through the regional Sustainable Communities Program. To utilize these grants, Board of Directors' approval is requested to accept the awards and enter into agreements with the granting agencies.

Recommendations

- A. Adopt Orange County Transportation Authority Resolution No. 2021-071 and authorize the Chief Executive Officer, or designee, to accept the Active Transportation Program \$3,000,000 grant award and execute required grant-related agreements with the California Department of Transportation and California Transportation Commission.
- B. Adopt Orange County Transportation Authority Resolution No. 2021-072 and authorize the Chief Executive Officer, or designee, to accept the Sustainable Communities Program \$300,000 grant award and execute grant-related agreements with the Southern California Association of Governments.
- C. Authorize the Chief Executive Officer, or designee, to amend the Federal Transportation Improvement Program and process all necessary amendments to facilitate the recommendations above.

Background

The state Active Transportation Program (ATP) was created to encourage increased use of active modes of transportation, such as walking and bicycling. On March 25, 2020, the California Transportation Commission (CTC) issued a statewide competitive call for projects (call), which made approximately \$450 million available in federal and state funding in fiscal year (FY) 2021-22 through FY 2024-25. In response, the Orange County Transportation Authority (OCTA) submitted the Garden Grove-Santa Ana Rails-to-Trails Gap Closure application requesting \$3,000,000. The concept for a multi-use path along the Pacific Electric corridor emerged through the 2019 OC Active plan development process that was conducted in collaboration with all Orange County local jurisdictions and supported through extensive public outreach effort. The development of the multi-use path also complements the use of this corridor for transit purposes.

The regional Sustainable Communities Program (SCP) is intended to increase rates of walking and bicycling, promote traffic safety, and expand opportunities for multimodal transportation options. On September 8, 2020, the Southern California Association of Governments (SCAG) issued a call for the SCP Active Transportation and Safety (AT&S) Program, which made approximately \$5 million available in FY 2020-21. In response, OCTA submitted the Bus Stop Safety and Accessibility Study (Study) application requesting \$300,000.

Discussion

Garden Grove-Santa Ana Rails-to-Trails Study

OCTA submitted the Garden Grove-Santa Ana Rails-to-Trails Gap Closure for consideration of funding through the statewide ATP Cycle 5 call on September 15, 2020. The grant application was developed with the support of the cities of Garden Grove, Santa Ana, and the County of Orange Flood Control District (attachments D, E, and F). The project was awarded \$3,000,000 for the project approval and environmental document phase by the CTC on June 23, 2021.

The project will complete environmental assessment and public outreach, which will support the possible future construction of an approximately four-mile trail along the OCTA-owned Pacific Electric Right-of-Way in the cities of Garden Grove and Santa Ana. The implementation phases of the project are expected to be handled by the cities of Garden Grove and Santa Ana.

The project was identified in OCTA's West/Central Orange County Regional Bikeways Strategy, both cities' master plans, and the City of Santa Ana's 2019 Active Transportation Plan. This multi-use path will result in connecting downtown Garden Grove to downtown Santa Ana, and provide a connection to the Santa Ana River Trail, and is part of the 66-mile countywide OC Loop bicycle trail. This trail will provide a connection to much of Orange County and some of Los Angeles County, with over 20 transit stops conveniently located to allow for farther connections. Currently, surrounding residents and businesses have no immediate access to a bikeway safely located away from vehicles.

Study

The Study was submitted for consideration through the SCAG SCP AT&S on December 11, 2020. On May 6, 2021, the SCAG Regional Council awarded \$300,000 to the Study for the development of recommendations for pedestrian accessibility and safety improvements in the areas surrounding the OCTA bus stops with the highest ridership in Orange County.

The Study will result in recommended improvements for at least 41 stops providing service to 12,500 daily riders in the cities of Anaheim, Costa Mesa, Garden Grove, and Santa Ana. The plan will incorporate earlier plans and will focus on details for project implementation and provide recommendations to address localized access and safety needs. The report, in turn, can help the respective local agencies implement the improvements as appropriate.

Fiscal Impact

The studies were approved by the Board in OCTA's FY 2021-22 Budget under Account No. 1531-7519-A4530-0QC and 1531-7519-A4530-0QA.

Next Steps

Following the execution of the CTC ATP and SCAG SCP AT&S grants, staff will coordinate with the California Department of Transportation and CTC to proceed with project delivery. Staff will also follow OCTA's procurement process to award professional services contracts by winter 2021.

Summary

The Orange County Transportation Authority was awarded \$3,300,000 to support the development of the Garden Grove-Santa Ana Rails-to-Trails Gap Closure (\$3,000,000) and the Bus Stop Safety and Accessibility Study (\$300,000). Board of Directors' authorization is requested to accept the awards from the California Transportation Commission and the Southern California Association of Governments, and to negotiate and execute grant-related agreements and documents with the California Department of Transportation, the California Transportation Commission, and the Southern California Association of Governments, as appropriate.

Attachments

- A. Resolution No. 2020-071 of the Orange County Transportation Authority, 2020-21 Active Transportation Program Grant Authorization
- B. Resolution No. 2020-072 of the Orange County Transportation Authority, 2020-21 Sustainable Communities Grant Program Authorization
- C. Active Transportation Program Term Sheet, Project Baseline Agreement
- Letter from Mayor Steven R. Jones, City of Garden Grove, to Mr. Mitchell Weiss, Executive Director, California Transportation Commission, Subject: Garden Grove Santa Ana Rails-to-Trail Gap Closure Project Active Transportation Program Cycle 5 Large Infrastructure Application, Dated August 18, 2020
- E. Letter from Mayor Miguel A. Pulido, City of Santa Ana, to Mr. Mitchell Weiss, Executive Director, California Transportation Commission, Subject: Garden Grove Santa Ana Rails-to-Trails Gap Closure Project Active Transportation Program Cycle 5 Large Infrastructure Application, Dated August 20, 2020
- F. Letter from Nardy Khan, P.E., Deputy Director, OC Public Works, to Mr. Mitch Weiss, Executive Director, California Transportation Commission, Subject: Garden Grove Santa Ana Rails-to-Trail Gap Closure Project Active Transportation Program Cycle 5 Large Infrastructure Application, Dated September 1, 2020

Prepared by:

Senior Transportation Funding Analyst, Discretionary Funding Programs (714) 560-5341 Kia Mortazavi Executive Director, Planning (714) 560-5741

Approved by:

RESOLUTION NO. 2021-071 OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY

2020-21 ACTIVE TRANSPORTATION PROGRAM GRANT AUTHORIZATION

WHEREAS, the California Department of Transportation administers the Active Transportation Program to support its mission, which is to encourage increased use of active modes of transportation, such as bicycling and walking; and

WHEREAS, the Orange County Transportation Authority, as an eligible grantee of the California Transportation Commission Active Transportation Program, applied for and was awarded \$3,000,000 in grant funds for the Garden Grove-Santa Ana Rails-to-Trails Gap Closure; and

WHEREAS, the Southern California Association of Governments is the Metropolitan Planning Organization and administers the Active Transportation Regional Program in coordination with the County Transportation Commissions; and

WHEREAS, the California Transportation Commission reviews and approves the Active Transportation Regional Program; and

WHEREAS, the California Transportation Commission requires the grantee to certify, by resolution, the acceptance of awarded grant funds and authority to execute grant-related agreements;

THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors accepts the awarded grant funds and authorizes the Chief Executive Officer, or designee, to file and execute grant applications and agreements, certifications and assurances, and other documents for and on behalf of Orange County Transportation Authority with the California Transportation Commission.

ADOPTED, SIGNED, AND APPROVED	O this day of	, 2021.
AYES:		
NOES:		
ABSENT:		
ATTEST:		
Andrea West	Andrew Do, C	
Interim Clerk of the Board	Orange County Transp	portation Authority

OCTA Resolution No. 2021-071

RESOLUTION NO. 2021-072 OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY

2020-21 SUSTAINABLE COMMUNITIES GRANT PROGRAM AUTHORIZATION

WHEREAS, the Southern California Association of Governments administers the Sustainable Communities Grant Program to support its mission, which is to support local jurisdictions and agencies with resources for strategies related to active transportation, transportation safety, removing barriers to housing production, smart permitting, and integrated land use, among others; and

WHEREAS, the Orange County Transportation Authority, as an eligible grantee of the Southern California Association of Governments' Sustainable Communities Grant Program, applied for and was awarded \$300,000 in grant funds for the Bus Stop Safety and Accessibility Study; and

WHEREAS, the Southern California Association of Governments requires the grantee to certify, by letter of intent or resolution, the acceptance of awarded grant funds and authority to execute grant-related agreements;

THEREFORE, BE IT RESOLVED that the Orange County Transportation Authority Board of Directors accepts the awarded grant funds and authorizes the Chief Executive Officer, or designee, to file and execute grant applications and agreements, certifications and assurances, and other documents for and on behalf of Orange County Transportation Authority with the Southern California Association of Governments.

ADOPTED, SIGNED, AND APPROVED	this day of	, 2021.
AYES:		
NOES:		
ABSENT:		
ATTEST:		
Andrea West Interim Clerk of the Board	Andrew Do, Ch Orange County Transpo	
OCTA Resolution No. 2021-072		

ACTIVE TRANSPORTATION PROGRAM TERM SHEET PROJECT BASELINE AGREEMENT

The baseline agreement between the Orange County Transportation Authority (OCTA), the California Transportation Commission (CTC), and the California Department of Transportation (Caltrans) for the Active Transportation Program (ATP) includes the following:

- 1. Project cost, project schedule, project scope, and project benefits as detailed in the project programming request for each funded project.
- 2. All signatories agree to adhere to the CTC ATP Guidelines.
- 3. All signatories agree to adhere to the CTC's SB 1 (Chapter 5, Statutes of 2017) accountability and transparency guidelines and policies, and program/project amendment processes.
- 4. OCTA agrees to secure funds for any additional costs of the project approvals and environmental document phase of the project.
- 5. OCTA agrees to report to Caltrans on a semi-annual basis the progress made toward implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 6. OCTA agrees to submit a timely Completion Report and Final Delivery Report as specified in the CTC's SB 1 Accountability and Transparency Guidelines.
- 7. OCTA agrees to maintain and make available to the CTC and/or its designated representative, all work-related documents, including without limitation engineering, financial or other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain these records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with generally accepted accounting principles.



CITY OF GARDEN GROVE

August 18, 2020

Mr. Mitchell Weiss Executive Director California Transportation Commission 1120 N Street, MS-52 P.O. Box 942873 Sacramento, CA 95814 Mayor

John R. O'Neill

Mayor Pro Tem - District 2

George S. Brietigam

Council Member - District 1

Diedre Thu-Ha Nguyen

Council Member - District 3

Steven R. Jones

Patrick Phat Bui Council Member - District 4

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen Council Member - District 6

Re: Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project Active Transportation Program Cycle 5 – Large Infrastructure Application

Dear Mr. Weiss:

I am writing to support the Orange County Transportation Authority's (OCTA's) "Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project" grant application for Active Transportation Program (ATP) funding. These funds will be used for an active transportation multi-use path that links directly to the countywide 66-mile OC Loop Bikeway connecting walking and bicycling paths. OCTA is applying for the Project Approval & Environmental Document (PA&ED) phase. Once approved through the environmental process, the cities of Garden Grove and Santa Ana will advance the project through final design and construction.

When constructed, the proposed four-mile Class I multi-use path will fill an active transportation gap in the cities of Garden Grove and Santa Ana and will entail a partnership with the two cities. The new facility will allow surrounding members of disadvantaged communities to travel safely in a separated path not used by cars and trucks. The project site is located on the OCTA-owned former Pacific Electric railroad right-of-way for 3.1 miles, and 0.85 miles along the Wintersburg Channel.

A funding award would recognize OCTA's commitment to implementing active transportation along this congested corridor surrounded by disadvantaged communities, which will continue to be critical in facilitating social equity, the health and well-being of these community members, the economic vitality of the area, and the ability to access key destinations such as health care centers, open space, and transit stops.

OCTA, along with the cities of Garden Grove and Santa Ana, has been working on planning efforts with regional stakeholders to provide this benefit to our region.



Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project Active Transportation Program Cycle 5 – Large Infrastructure Application August 18, 2020 Page 2

Aligned with the goals of the ATP, the project will help increase the proportion of bicycling and walking trips, reduce greenhouse gas emissions, and enhance public health.

In short, the Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project is exactly the type of transportation investment that should be rewarded with ATP funds. We appreciate your consideration of this critical mobility improvement.

Sincerely,

Steven R. Jones

Mayor

CITY OF SANTA ANA

MAYOR

Miguel A. Pulido mpulido@santa-ana.org

MAYOR PRO TEM

Juan Villegas Ward 5 jvillegas@santa-ana.org

COUNCILMEMBERS

Vicente Sarmiento Ward 1 vsarmiento@santa-ana.org

David Penaloza Ward 2 dpenaloza@santa-ana.org

Jose Solorio Ward 3 jsolorio@santa-ana.org

Phil Bacerra Ward 4 pbacerra@santa-ana.org

Nelida Mendoza Ward 6 nmendoza@santa-ana.org



August 20, 2020

Mr. Mitchell Weiss. Executive Director California Transportation Commission 1120 N Street, MS-52 P.O. Box 942873 Sacramento, CA 95814

RE: Garden Grove - Santa Ana Rails-to-Trails Gap Closure Project Active Transportation Program Cycle 5 – Large Infrastructure Application

Dear Mr. Weiss:

As the mayor of the City of Santa Ana, I am writing to support the Orange County Transportation Authority's (OCTA's) "Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project" grant application for Active Transportation Program (ATP) funding. These funds will be used for an active transportation multi-use path that links directly to the countywide 66-mile OC Loop Bikeway connecting walking and bicycling paths. OCTA is applying for the Project Approval & Environmental Document (PA&ED) phase. Once approved through the environmental process, the cities of Garden Grove and Santa Ana will advance the project through final design and construction.

When constructed, the proposed four-mile Class I multi-use path will fill an active transportation gap in the cities of Garden Grove and Santa Ana and will entail a partnership with the two cities. The new facility will allow surrounding members of disadvantaged communities to travel safely in a separated path not used by cars and trucks. The project site is located on the OCTA-owned former Pacific Electric railroad right-of-way for 3.1 miles, and 0.85 miles along the Wintersburg Channel

A funding award would recognize OCTA's commitment to implementing active transportation along this congested corridor surrounded by disadvantaged communities, which will be continue to be critical in facilitating social equity, the health and well-being of these community members, the economic vitality of the area, and the ability to access key destinations such as health care centers, open space, and transit stops.

OCTA, along with the cities of Garden Grove and Santa Ana, have been working on planning efforts with regional stakeholders to provide this benefit to our Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project Page 2

region. Aligned with the goals of the ATP, the project will help increase the proportion of biclycing and walking trips, reduce greenhouse gas emissions, and enhance public health.

In short, the Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project is exactly the type of transportation investment that should be rewarded with ATP funds. We appreciate your consideration of this critical mobility improvement.

Sincerely,

Miguel A. Pulido

Mayor



County Administration South 601 North Ross Street Santa Ana, CA 92701

P.O. Box 4048 Santa Ana, CA 92702

(714) 667-8800

info@ocpw.ocgov.com

OCPublicWorks.com



Administrative Services



OC Development Services



OC Facilities Design & Construction Management



OC Facilities Maintenance & CUF



OC Fleet Services



OC Construction



OC Environmental Resources



OC Operations & Maintenance



OC Infrastructure Programs



OC Survey



September 1, 2020

Mr. Mitch Weiss, Executive Director California Transportation Commission 1120 N Street, MS-52 P.O. Box 942873 Sacramento, CA 95814

Subject: Garden Grove – Santa Ana Rails-to-Trails Gap Closure Project
Active Transportation Program Cycle 5 – Large Infrastructure Application

Dear Mr. Weiss:

On behalf of the Orange County Flood Control District (OCFCD) administered by the Orange County Public Works, I would like to offer this letter of support for the Active Transportation Program (ATP) application "Garden Grove – Santa Ana Rails-to-Trails Gap Closure" submitted by the Orange County Transportation Authority (OCTA).

The project will close a four-mile gap of a Class I bicycle and pedestrian active transportation trail on the OCTA-owned former Pacific Electric right-of-way and the County-owned Wintersburg Channel. OCTA will prepare the Project Approval & Environmental Document (PA&ED) to evaluate key constraints and opportunities; and the Cities of Garden Grove and Santa Ana will resume the subsequent phases of the project through construction. The project will provide a local and regional bikeway facility connecting directly to the Santa Ana River Trail which reaches all the way to the beaches in Orange County and to inland cities of San Bernardino.

We understand the project will likely require an OCFCD easement and approval and we are eager to collaborate with OCTA and the Cities on this project opportunity in the following ways:

- If required, enter into a co-operative agreement with OCTA and/or the Cities for use and maintenance of the trail as well as the issuance of an easement or license.
- Engage in review of technical studies and reports as well as design and construction documents. Issuing the appropriate encroachment permits as required.

We look forward to seeing this transformative project advance and the benefits that it will provide. Thank you in advance for your consideration of this important project. Please do not hesitate to contact me at (714) 647-3906 should you have any questions.

Sincerely,

Nardy Khan, P.E. Deputy Director

OC Infrastructure Programs





September 13, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Subject: Grant Award Acceptance for the 2022 Orange County Fair

Express Bus Service

Transit Committee Meeting of September 9, 2021

Present: Directors Chaffee, Do, Jones, Nguyen, Sarmiento, Shaw, and

Sidhu

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer, or designee, to accept the Mobile Source Air Pollution Review Committee Major Event Center Transportation Program award for \$289,054, and to negotiate and execute grant-related agreements and documents with the Mobile Source Air Pollution Reduction Review Committee.



September 9, 2021

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Grant Award Acceptance for the 2022 Orange County Fair Express

Bus Service

Overview

The Mobile Source Air Pollution Reduction Review Committee awarded the Orange County Transportation Authority \$289,054 in competitive Major Event Center Transportation Program funding. The grant award will support the 2022 Orange County Fair Express Bus Service.

Recommendation

Authorize the Chief Executive Officer, or designee, to accept the Mobile Source Air Pollution Reduction Review Committee Major Event Center Transportation Program award for \$289,054, and to negotiate and execute grant-related agreements and documents with the Mobile Source Air Pollution Reduction Review Committee.

Background

The Mobile Source Air Pollution Reduction Review Committee (MSRC), in partnership with the South Coast Air Quality Management District (SCAQMD), makes grants available to local agencies for programs to seek cost-effective opportunities to reduce automobile trips and associated emissions by shifting attendees of major events out of their personal automobile and into zero and near-zero emission transportation alternatives.

On April 5, 2019, MSRC made available \$6.5 million in 2019-21 Major Event Center Transportation Program (Program) funding. On September 4, 2020, this Program was extended one year to allow events to continue through the end of the calendar year 2022 due to the coronavirus pandemic.

The Program provides funding to support the operation of transit services at major event venues experiencing high levels of traffic congestion in the SCAQMD region to reduce the number of vehicles traveling to the center.

The Program requires utilizing the cleanest, commercially available zero and/or near-zero emission vehicles to provide alternative transportation service for major events. In March 2021, the Orange County Transportation Authority (OCTA) submitted an application requesting \$289,054 to support the Orange County Fair Express Bus Service (service) operations for the 2022 season. The service will utilize eight hydrogen fuel cell electric buses in support of the Program's requirement to utilize the cleanest vehicles available.

OCTA has partnered with the Orange County Fair and Event Center since 2006 to provide public transportation to the OC Fair. When the service began in 2006, there were 1,579 boardings, and in 2019 that had grown to nearly 83,000 boardings, demonstrating the success of the service. The service provides direct connections to the OC Fair from nine transit facilities throughout Orange County. Each of the nine routes provides direct intermodal connectivity to OC Bus, Metrolink and Amtrak services, carpools, and other transit services provided by neighboring counties.

Discussion

On June 4, 2021, the SCAQMD awarded OCTA \$289,054 Program grant funding, representing 40 percent of the total cost of the service. The Program requires that OCTA provide the remaining 60 percent of the total project cost in in-kind match, or \$433,581, for a total cost of \$722,635.

With OCTA Board of Directors' (Board) authorization, staff will implement the service in 2022 in anticipation that demand will return to pre-pandemic levels. The service will provide an opportunity to introduce and welcome back OC residents and visitors to the OC Bus transit service and encourage riders to become comfortable with riding public transit.

Staff is requesting the Board authorize acceptance of this grant and further authorize the Chief Executive Officer to negotiate and enter into a contract with MSRC, allowing OCTA to seek reimbursement for the costs for the future 2022 service.

Summary

The MSRC awarded OCTA \$289,054 to support operations of the OC Fair Express Bus Service for the 2022 season. Board authorization is requested to receive the grant. As part the grant acceptance, OCTA would provide an in-kind match contribution of \$433,581 toward the total project cost of \$722,635.

Attachment

None.

Prepared by:

Jennifer Haith Farinas Senior Transportation Funding Analyst (714) 560-5392 Approved by:

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





September 13, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Subject: Agreement for Compressed Natural Gas Fueling Facility

Operation and Maintenance

Transit Committee Meeting of September 9, 2021

Present: Directors Chaffee, Do, Jones, Nguyen, Sarmiento, Shaw, and

Sidhu

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

A. Approve the selection of Trillium USA Company, LLC, doing business as Trillium, as the firm to provide compressed natural gas fueling facility operation and maintenance.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3317 between the Orange County Transportation Authority and Trillium USA Company, LLC, doing business as Trillium, in the amount of \$1,845,540, to provide compressed natural gas fueling facility operation and maintenance for a three-year initial term beginning December 1, 2021, with two, one-year option terms.



September 9, 2021

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for Compressed Natural Gas Fueling Facility Operation

aph

and Maintenance

Overview

On May 10, 2021, the Board of Directors approved the release of a request for proposals for the operation and maintenance of compressed natural gas fueling facilities located at the Anaheim, Garden Grove, and Santa Ana bases. Proposals were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. Staff is requesting Board of Directors' approval to award an agreement for these services.

Recommendations

A. Approve the selection of Trillium USA Company, LLC, doing business as Trillium, as the firm to provide compressed natural gas fueling facility operation and maintenance.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3317 between the Orange County Transportation Authority and Trillium USA Company, LLC, doing business as Trillium, in the amount of \$1,845,540, to provide compressed natural gas fueling facility operation and maintenance for a three-year initial term beginning December 1, 2021, with two, one-year option terms.

Discussion

The Orange County Transportation Authority (OCTA) currently operates a fleet of 484 compressed natural gas (CNG)-powered buses in fixed-route service. In order to meet the daily fueling demand of these buses, each fixed-route base is equipped with a CNG fueling station. Natural gas is provided to OCTA's four fixed-route bases by Southern California Gas Company, where it is then

compressed and dispensed into high pressure tanks on board CNG buses. The CNG compression and dispensing equipment operation and maintenance (O&M) is provided under contract at each fixed-route base. OCTA is responsible for providing the natural gas, electrical power, and personnel (direct and contracted) for dispensing fuel into the buses. The fixed-route bases at the Anaheim, Garden Grove, and Santa Ana bases are contracted under one agreement, and the base at the Irvine Sand Canyon is contracted under a separate agreement. The procurement discussed herein is for the O&M of the CNG equipment at the Anaheim, Garden Grove, and Santa Ana fixed-route bases.

The scope of work for the O&M agreement requires the firm to furnish qualified personnel, parts, and materials sufficient to operate and maintain the CNG fueling stations in accordance with all federal, state, and local regulatory agencies, while providing capabilities to fuel the OCTA fleet per established specifications.

Procurement Approach

This procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for professional and technical services. In addition to cost, other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as qualifications, prior experience with similar projects, staffing and project organization, work plan, as well as cost and price.

On May 10, 2021, the Board approved the evaluation criteria and weightings and authorized the release of Request for Proposals (RFP) 1-3317 to select a firm to provide CNG fueling facility O&M services. The RFP was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on May 12 and May 17, 2021. A pre-proposal conference was held on May 18, 2021, with six attendees representing two firms. A job walk was held on June 3, 2021, with five attendees representing two firms. Three addenda were issued to provide a copy of the pre-proposal and job walk sign-in sheets and respond to questions related to the RFP.

On June 28, 2021, two proposals were received. Both firms were responsive with the three percent Disadvantaged Business Enterprise goal. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management, Maintenance, Capital Programs, as well as Health Safety and Environmental Compliance departments met to review the submitted proposals.

The proposals were evaluated based on the following Board-approved evaluation criteria and weights:

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

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

On July 8, 2021, the evaluation committee reviewed both proposals based on the evaluation criteria. The firms are listed below in alphabetical order:

Firm and Location

Clean Energy (CE) Newport Beach, California

Trillium USA Company, LLC, doing business as Trillium (Trillium) Houston, Texas

On July 15, 2021, the evaluation committee interviewed the firms to assess their project understanding and approach to the scope of work. Each firm had an opportunity to present its qualifications, approach for accomplishing the requested services, and respond to evaluation committee questions. The evaluation committee asked specific clarifying questions related to each firm's proposal, including emergency response times and the logistics of responding to a widespread outage among all three fixed-route bases.

After considering information obtained through interviews, the evaluation committee made adjustments to preliminary scores. However, the ranking of the firms remained unchanged.

Based on the evaluation of written proposals, information obtained from interviews, as well as cost and price, it is recommended that Trillium be selected to provide CNG fueling facility O&M services at the Anaheim, Garden Grove, and Santa Ana bases.

Qualifications of the Firm

Both firms are established companies with experience in providing CNG fueling facility O&M services.

Trillium was founded in 1994 and is headquartered in Houston, Texas. The firm has been providing relevant O&M services for more than 27 years. Trillium has experience in fueling station operation, design and construction, as well as O&M services. Trillium designed and built OCTA's Anaheim, Garden Grove, and Santa Ana CNG fueling facilities and is currently maintaining the three stations. Some of Trillium's transit customers include Pennsylvania Department of Transportation, Riverside Transit Agency, North County Transit District, and Visalia Transit.

CE was founded in 1996 and is headquartered in Newport Beach, California. CE has experience in fueling station O&M, station design, engineering and construction, performing facility modifications, as well as supplying renewable fuel to customers. CE maintains and operates fueling facilities for transit properties across the nation including Los Angeles County Metropolitan Transportation Authority, Foothill Transit, Nassau Inter-County ExpressBus, and Washington Metropolitan Area Transportation Authority. CE is also the current contractor providing O&M services to OCTA's CNG fueling facility at the Irvine Sand Canyon base. During the interview, CE demonstrated experience with OCTA's CNG equipment, preventative maintenance requirements and both scheduled and unscheduled maintenance repair services.

Both firms received favorable references from customers where CE and Trillium have operated and maintained the facilities for more than ten years.

Staffing and Project Organization

Both CE and Trillium proposed experienced project teams with relevant experience in CNG fueling facility O&M services.

The team proposed by Trillium is highly experienced in the O&M of CNG facilities, including eight local mechanics that will be the primary response team for the three OCTA facilities, with six additional mechanics providing support, as needed. Trillium's project manager has over 21 years of experience building and operating fueling stations. Trillium proposed the same project team that is currently providing CNG facility O&M services at OCTA's Anaheim, Garden Grove and Santa Ana facilities. Trillium's project team provided detailed and complete responses to all questions asked during the interview.

CE proposed a team that has extensive experience in the O&M of CNG facilities. The project manager has over 23 years of management experience with O&M. In addition, there would be two technicians who would be dedicated to OCTA's facilities, with additional support from the rest of the technician team. Both proposed technicians are currently the on-call technicians servicing OCTA's Irvine Sand Canyon base. During the interview, CE's project team demonstrated knowledge in successfully providing CNG fueling facility O&M services to various transit agencies, including OCTA. In addition, the CE team demonstrated a high level of commitment to the success of this project and presented detailed responses to each question from the evaluation committee.

Work Plan

Trillium's work plan demonstrated a thorough approach to carry out and maintain high-level service standards at each facility. The work plan demonstrates an understanding of OCTA's requirements, including routine and scheduled maintenance, remote monitoring and support 24 hours per day, seven days per week, comprehensive station reporting, and parts availability on mechanics' vehicles who service the facilities. Trillium's remote monitoring and support team have the ability to access each facility remotely to assess the situation and dispatch a mechanic, if needed. Trillium also provides a website customized to OCTA's facilities, where OCTA can monitor how many vehicles have been fueled, the duration of fills, how many skids are running, and if there have been any alarms at the station. During the interview, Trillium was asked how the firm will respond in the event of a widespread outage covering multiple facilities. Trillium responded that all available staff is pulled in and one person would be placed at each facility to ensure bus rollout. The dedicated person would remain at the station even after bus pullout to ensure the station is back in normal operation. In a major emergency situation, technicians from other parts of the country would be pulled in as well.

CE demonstrated an understanding of the requested services specified in the RFP. CE's work plan outlines a station takeover plan to be implemented upon award, to assess facility operations, purchase spare parts, and ensure no lapse

in fueling or service. The work plan also presents an approach and understanding of OCTA's requirements, including proactive and scheduled maintenance, emergency maintenance and response, remote station monitoring, reporting and safety training of personnel, and local parts availability. CE's remote station monitoring center oversees real-time station status and performance 24 hours per day, seven days per week, and can detect any faults or alarms that may occur. The monitoring center has the ability to reset alarms quickly and dispatch technicians as necessary. CE also has weekly and monthly checklists to track maintenance as well as an online customer portal, where reports and invoices can be downloaded, and currently scheduled and completed maintenance can be viewed. During the interview, CE was asked how the firm will respond in the event of a widespread outage covering multiple facilities. CE responded that OCTA's generators and possibly portable generators would be utilized and there would be no issue with staff availability, as there are technicians around Orange and Los Angeles counties that can respond.

Cost and Price

Firms were asked to provide firm-fixed per therm cost based on various throughput ranges. The proposed per therm rate was scored based on using 200,000 therms per month, which is the actual monthly per station throughput average over the past two years. Pricing scores were based on a formula which assigned the higher score to the lower total pricing and scored the other proposal's total pricing based on the relation to the lower total pricing. While both firms demonstrated a thorough understanding of the project, Trillium proposed the lower per therm rates resulting in the lower total pricing.

Firm	Initial Term Cost Per Therm Year One	Initial Term Cost Per Therm Year Two	Initial Term Cost Per Therm Year Three	Option Year One Cost Per Therm	Option Year Two Cost Per Therm
Trillium	\$0.083	\$0.083	\$0.083	\$0.083	\$0.083
CE	\$0.102	\$0.105	\$0.107	\$0.110	\$0.113

Based on forecasting using factors such as service levels in OCTA's Comprehensive Business Plan, the average per base therm usage in fiscal years 2019 and 2020, as well as the proposed cost per therm pricing, OCTA is requesting \$1,845,540 to cover the anticipated costs for the initial term of the agreement.

Procurement Summary

Based on the evaluation of written proposals, the firms' qualifications, information obtained from the interviews, as well as cost and price, the evaluation committee recommends contract award to Trillium. The firm demonstrated a thorough understanding of OCTA's requirements for CNG fueling facility O&M and submitted a comprehensive proposal that is responsive to all requirements of the RFP.

Fiscal Impact

Funds for these services are included in OCTA's Fiscal Year 2021-22 Budget, Operations Division/Maintenance Department, accounts 2166-7611-D3103-F59 and 2166-7611-D3107-F59, which are partially funded with Federal Transit Administration Formula 5337, State of Good Repair Grants Program.

Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3317 with Trillium USA Company, LLC, doing business as Trillium, in the amount of \$1,845,540, to provide CNG fueling facility operation and maintenance, for a three-year initial term beginning December 1, 2021, with two, one-year option terms.

Attachments

- Review of Proposals RFP 1-3317, Compressed Natural Gas Fueling A. Facility Operations and Maintenance
- В. Proposal Evaluation Criteria Matrix, RFP 1-3317 Compressed Natural Gas Fueling Facility Operations and Maintenance
- Contract History for the Past Two Years, RFP 1-3317 Compressed C. Natural Gas Fueling Facility Operations and Maintenance

Prepared by:

Dayle Withers

Manager, Maintenance

(714) 560-5538

Approved by:

Cliff Thorne

Director, Maintenance

(714) 560-5975

Director, Contracts Administration and

Materials Management

(714) 560-5619

Jennifer L. Bergener

Chief Operating Officer, Operations/

Deputy Chief Executive Officer

(714) 560-5462

Review of Proposals RFP 1-3317

Compressed Natural Gas Fueling Facility Operations and Maintenance

Presented to the Transit Committee - September 9, 2021

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

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Three-Year Initial Term
1	91	Trillium USA Company, LLC doing business as Trillium	Local Power Washers	Excellent qualifications and experience in compressed natural gas (CNG) facility operations and maintenance (O&M).	Estimated usage of 617,650.50 therms x 36 months at an avg cost of \$0.083/therm:
		Houston, Texas		Demonstrated a thorough understanding of the service requirements and commitment to success of the project. Strong project team with extensive experience. Presented a thorough work plan and emergency outage response. References provided excellent comments and feedback. Currently provides O&M services at Orange County Transportation Authority's (OCTA) Anaheim, Garden Grove and Santa Ana facilities. Provides OCTA access to remote monitoring website. Proposed lower pricing.	\$1,845,540
2	82	Clean Energy Newport Beach, California	Mr. Detail		Estimated usage of 617,650.50 therms x 36 months at an avg cost of \$0.105/therm: \$2,334,719

Evaluation Panel:	Proposal Criteria	Weight Factor
Contracts Administration and Materials Management (1)	Qualifications of the Firm	30%
Facilities Maintenance (1)	Staffing and Project Organization	15%
Health Safety and Environmental Compliance (1)	Work Plan	25%
Maintenance, Bus Operations (1)	Cost and Price	30%
Facilities Engineering (1)	Oost and 1 noe	30 /0

PROPOSAL EVALUATION CRITERIA MATRIX RFP 1-3317 Compressed Natural Gas Fueling Facility Operations and Maintenance

FIRM: Trillium USA Company,	LLC do	ing busi	ness as	Trillium		Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.5	4.5	4.0	4.5	6	25.8
Staffing/Project Organization	4.0	4.5	4.5	4.5	4.5	3	13.2
Work Plan	4.0	4.5	4.5	4.0	4.5	5	21.5
Cost and Price	5.0	5.0	5.0	5.0	5.0	6	30.0
Overall Score	86.0	93.0	93.0	87.5	93.0		91
FIRM: Clean Energy						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.5	4.5	4.5	4.5	6	26.4
Staffing/Project Organization	4.0	4.0	4.0	4.5	4.0	3	12.3
Work Plan	4.0	4.0	4.0	3.5	4.0	5	19.5
Cost and Price	3.9	3.9	3.9	3.9	3.9	6	23.4
Overall Score	79.4	82.4	82.4	81.4	82.4		82

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 1-3317 Compressed Natural Gas Fueling Facility Operations and Maintenance

Prime and Subcontractor	Contract No.	Description	Contract Start Date	Contract End Date	Subcontractor Amount	Total Contract Amount	
Clean Energy							
Contract Type: Time and Expense	C71930	Agreement for CNG Facility Operation and Maintenance	March 1, 2018	February 28, 2022	\$40,000	\$ 677,160	
Subcontractor: Diana Prince Construction, Inc.			,			·	
				Sub Total		\$677,160	
Trillium USA Company, LLC							
Contract Type: Time and Expense Subcontractors: Amtek Construction	C60890	Agreement for CNG Facility Operation and Maintenance	June 29, 2007	November 30, 2021		\$ 32,710,958	
Contract Type: Time and Expense	C71577	Agreement for Hydrogen Facility Operation and Maintenance	January 4, 2018	June 30, 2022		\$ 7,956,737	
Subcontractors: Air Products							
Sub Total					\$40,667,695		





September 13, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Subject: October 2021 Bus Service Change

Transit Committee Meeting of September 9, 2021

Present: Directors Chaffee, Do, Jones, Nguyen, Sarmiento, Shaw, and

Sidhu

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



September 9, 2021

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: October 2021 Bus Service Change

Overview

In anticipation of increased demand due to the return of in-person learning for most schools, colleges, and universities, the Orange County Transportation Authority implemented a special service change on August 15, 2021. The proposed October 2021 bus service change will provide additional service to further address anticipated ridership increases related to the return of in-person learning and work trips for most sectors of the economy, including the resurgence of hospitality industry activities.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) implements regular schedule and route revisions to selected OC Bus routes three times a year, in February, June, and October. The next bus service change is scheduled for implementation on October 10, 2021.

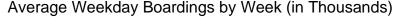
OCTA implemented an emergency service change on March 23, 2020, which reduced service levels to balance a reduction in demand for transit service resulting from the federal and state emergency declarations, including California's stay-at-home order to help reduce the spread of the coronavirus (COVID-19) while still providing vital transportation services.

OC Bus routes have been operating under a public health emergency since the initial service changes went into effect in March 2020. The Federal Transit Administration (FTA) requires that, pursuant to Title VI, any major service change that lasts longer than 12 months include a service equity analysis to determine if there are disparate impacts on minority and/or low-income populations who rely on bus service. As a result, OCTA was required to perform a service equity analysis, conduct public outreach, and hold a public hearing.

On February 22, 2021, the Board of Directors (Board) directed staff to implement a public outreach program to comply with the FTA requirement and to solicit feedback for the planned restoration of bus service. Per OCTA's policy, a public outreach program was conducted and concluded with a public hearing at the April 26, 2021 Board meeting. Staff began incorporating public input in the recently implemented June and August 2021 bus service changes to improve bus service and will continue to consider this feedback in upcoming service changes.

Discussion

COVID-19 has had a significant impact on transit ridership nationwide. OC Bus ridership decreased from approximately 125,000 average weekday boardings to the low 30,000s in April 2020. Ridership has recently rebounded to about 70,000 average weekday boardings. The chart below shows the average weekday ridership, by week, from mid-February 2020 through the end of July 2021.





On March 23, 2020, in direct response to the dramatic decrease in demand, OCTA reduced fixed-route bus service approximately 40 percent by implementing Sunday service schedules on all routes, seven days a week. Between the June 2020 and June 2021, OCTA operated an enhanced Saturday service schedule on weekdays and a regular schedule on Saturdays and Sundays. In June 2021, OCTA began adding service, focusing on improving frequency and service hours of operation on many OC bus routes. An additional 103,000 annual revenue vehicle hours (RVH) were added in August 2021, and a 40,700 RVH increase is planned for October 2021, which will increase service to 1.35 million annual RVH. This is a three percent increase in service over August 2021 levels and about 17 percent below pre-COVID-19 levels.

The proposed October 2021 service change will improve service on 23 of the 52 OCTA bus routes currently operated. The changes were developed to accommodate the anticipated increase in demand as the economy continues to reopen and schools and universities return to in-person instruction and also considered public input. These changes include:

- Improving service frequency on five bus routes,
- Expanding hours of operation earlier in the morning and/or later in the evening on 13 bus route,
- Schedule adjustments on ten bus routes to improve on-time performance;
- Adjusting schedules on five bus routes due to changes to Metrolink schedule, and,
- Reinstating Route 59 service to the University of California, Irvine.

OCTA will continue the suspension of six bus routes until the demand for service rebounds. The recommendations are detailed in Attachment A and shown in attachments B, C, D, and E.

Following the implementation of the service improvements, staff will assess the service based on key variables, such as customer demand, service performance, and the latest developments regarding COVID-19. Preliminary plans for February or June 2022 could increase service by approximately 100,000 annual RVH to a total of 1,450,000 annual RVH or about 11 percent below pre-COVID-19 service levels, consistent with the approved OCTA Fiscal Year 2021-22 Budget. Staff will present the February 2022 changes to the Board in November 2021.

Summary

The proposed October 2021 bus service change will increase transit service in response to customer requests and anticipated ridership increases. Route improvements include more frequent service, expanded hours of operations, schedule adjustments, and other changes. Customers will be notified of the changes three weeks prior to implementation.

Attachments

- A. October 2021 Bus Service Change: Bus Route Recommendations
- B. October 2021 Bus Service Change System Map, Routes with Frequency Improvements
- C. October 2021 Bus Service Change System Map, Routes with Span Improvements
- D. October 2021 Bus Service Change System Map, Routes with Improved On-Time Performance
- E. October 2021 Bus Service Change System Map, Routes Continue Suspended
- F. October 2021 Bus Service Change System Map, Routes with No Changes

Prepared by:

Jorge Duran

Service Planning Analyst, Principal

(714) 560-5765

Approved by:

Kia Mortazavi

Executive Director, Planning

(714) 560-5741

October 2021 Service Change: Bus Route Recommendations

			CHANGE IN SERVICE				
Route Route Description	Recommendation	Daily RVH	Annual RVH	Peak Vehicles	Daily Trips		
1 Long Beach - San Clemente	Implement winter schedule	(7.3)	(1,269)	-1	-		
25 Fullerton - Huntington Beach	Improve span	8.4	2,146	-	5		
26 Fullerton - Yorba Linda	No change	-	-	-	-		
29 La Habra - Huntington Beach	No change	-	-	-	-		
30 Cerritos - Anaheim	Improve frequency; Improve span	12.9	3,277	-2	8		
33 Fullerton - Huntington Beach	Improve span	8.6	2,185	-	7		
35 Fullerton - Costa Mesa	Improve frequency; Improve span	23.4	5,959	1	9		
37 La Habra - Fountain Valley	No change	-	-	-	-		
38 Lakewood - Anaheim Hills	No change	-	-	-	-		
42 Seal Beach - Orange	No change	-	-	-	-		
43 Fullerton - Costa Mesa	No change	-	-	-	-		
46 Los Alamitos - Orange	Improve span	4.6	1,160	-	3		
47 Fullerton - Balboa	Implement winter schedule	(5.8)	(1,015)	-1	-		
50 Long Beach - Orange	Improve OTP	1.5	387	-	-		
53 Orange - Irvine	No change	-	-	-	-		
54 Garden Grove - Orange	Add three short trips to connect to Metrolink	0.8	208	1	(
55 Santa Ana - Newport Beach	Improve OTP	3.5	893	1	-		
56 Garden Grove - Orange	Improve OTP	0.1	21	-	-		
57 Brea - Newport Beach	No change	-	-	-	-		
59 Anaheim - Irvine	Improve frequency; Improve span; Reinstate service to UCI	32.2	8,203	3	10		
60 Long Beach - Tustin	Improve OTP	5.0	1,284	-	-		
64 Huntington Beach - Tustin	No change	-	-	-	-		
66 Huntingon Beach - Irvine	No change	-	-	-	-		
70 Sunset Beach - Tustin	No change	-	-	-	-		
71 Yorba Linda - Newport Beach	Improve span	5.6	1,415	-	3		
72 Sunset Beach - Tustin	No change	-	-	-	-		
76 Huntington Beach-JWA via Talbert/MacArthur	Improve OTP	(0.3)	(72)	-	-		
79 Tustin - Newport Beach	Improve span	4.4	1,122	-	3		
82 Foothill Ranch - Rancho Santa Margarita	No change			-	-		
83 Anaheim - Laguna Hills	Improve OTP	11.0	2,805	2	-		
85 Mission Viejo - Laguna Niguel	No change	-	-	-	-		
86 Costa Mesa - Mission Viejo	No change	-	-	-	-		
87 Rancho Santa Margarita - Laguna Niguel	No change	_	-	_	-		

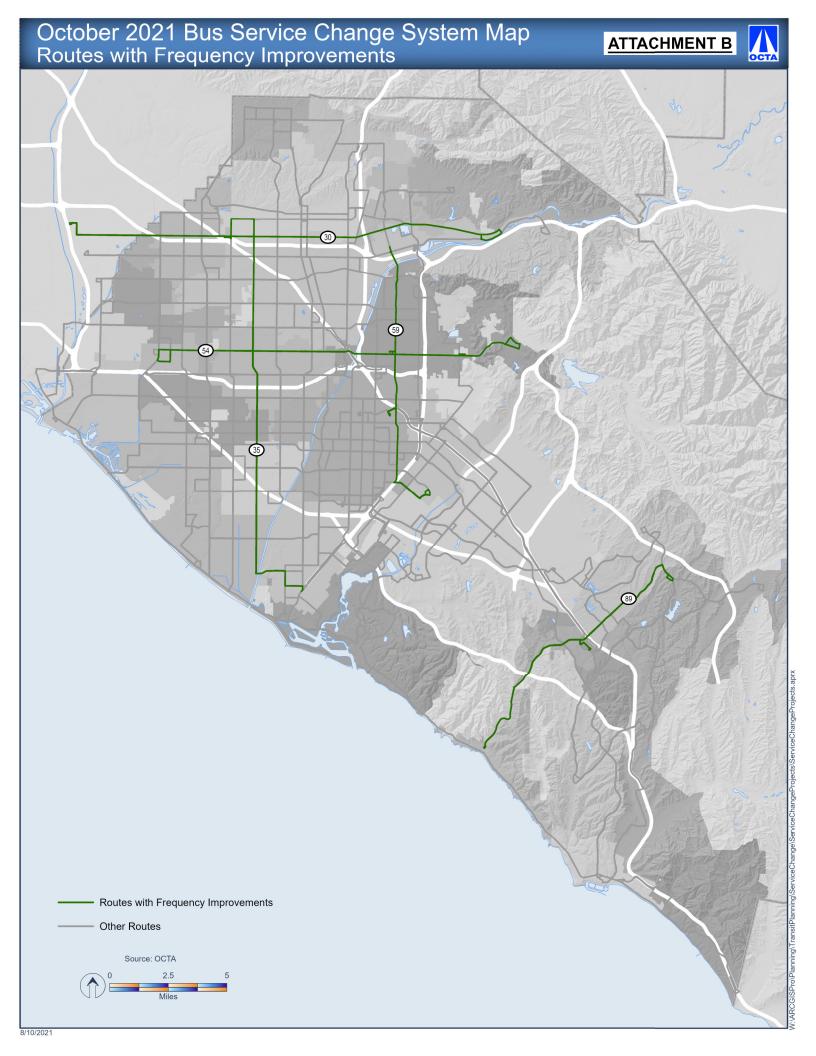
October 2021 Service Change: Bus Route Recommendations

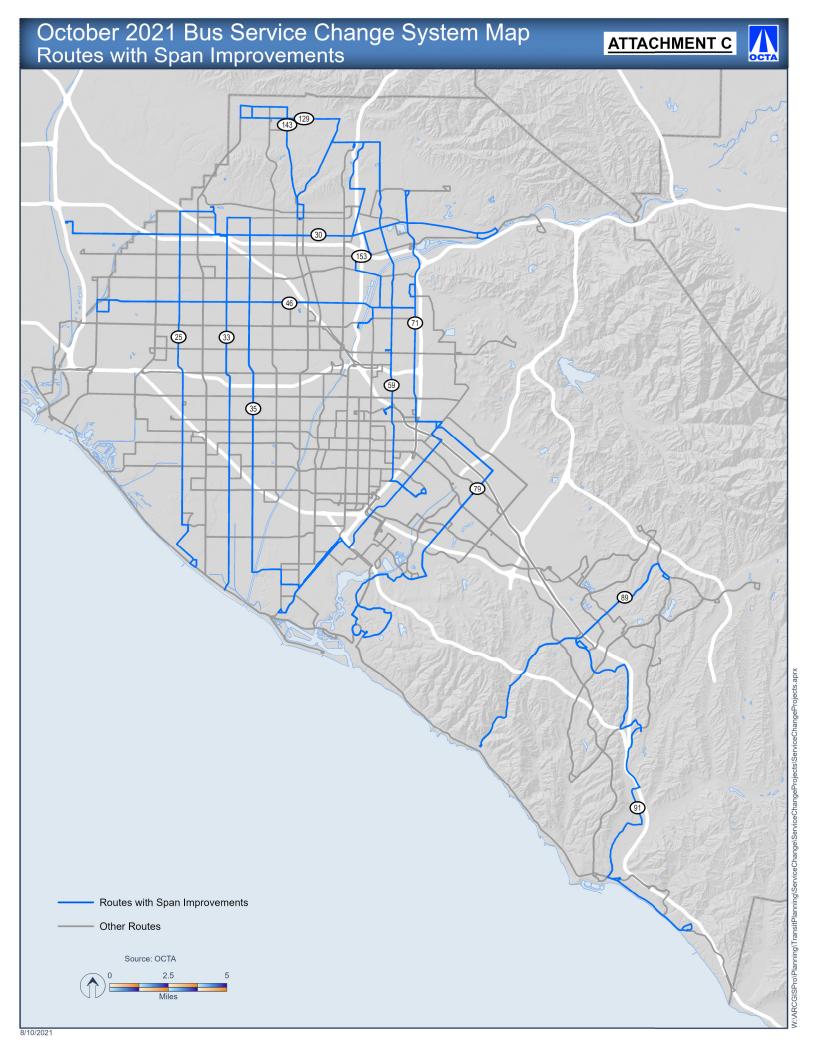
Route Route Description	Recommendation	Daily RVH	Annual RVH	Peak Vehicles	Daily Trips
89 Mission Viejo - Laguna Beach	Improve frequency; Improve span; Implement winter schedule	18.4	4,692	2	17
90 Tustin - Dana Point	Improve OTP	0.1	17	-	-
91 Laguna Hills - San Clemente	Improve span	18.9	4,807	1	9
123 Anaheim - Huntington Beach	No change	-	-	-	-
129 La Habra - Anaheim	Improve span	1.1	285	-	1
143 La Habra - Brea	Improve span	6.1	1,560	-	5
150 Santa Ana - Costa Mesa	No change	-	-	-	-
153 Brea - Anaheim	Improve span	2.0	519	-	2
167 Orange - Irvine	No change	-	-	-	-
177 Foothill Ranch - Laguna Hills	No change	-	-	-	-
178 Huntington Beach - Irvine	No change	-	-	-	-
206 Santa Ana - Lake Forest Express	Continue suspension	-	-	-	-
213 Brea - Irvine Express	Continue suspension	-	-	-	-
453 Orange Transportation Center - St. Joseph's Hospital	Metrolink schedule adjustment	(0.3)	(68)	1	-
463 The Depot at Santa Ana - Hutton Center	Metrolink schedule adjustment	0.0	4	-	-
472 Tustin Station - Irvine Business Complex	Metrolink schedule adjustment	0.2	55	-	-
473 Tustin Station - UCI	Metrolink schedule adjustment	0.5	123	-	-
480 Irvine Station - Lake Forest	Metrolink schedule adjustment	0.0	9	-	-
529 Fullerton - Huntington Beach Express	Continue suspension	-	-	-	-
543 Fullerton - Santa Ana	No change	-	-	-	-
560 Santa Ana - Long Beach	No change	-	-	-	-
701 Huntington Beach - Los Angeles Express	Continue suspension	-	-	-	-
721 Fullerton - Los Angeles Express	Continue suspension	-	•	-	-
794 Riverside - South Coast Metro Express	Continue suspension	-	•	-	-
862 Downtown Santa Ana Shuttle	No change	-	-	-	-
Total		155.6	40,709	8	85

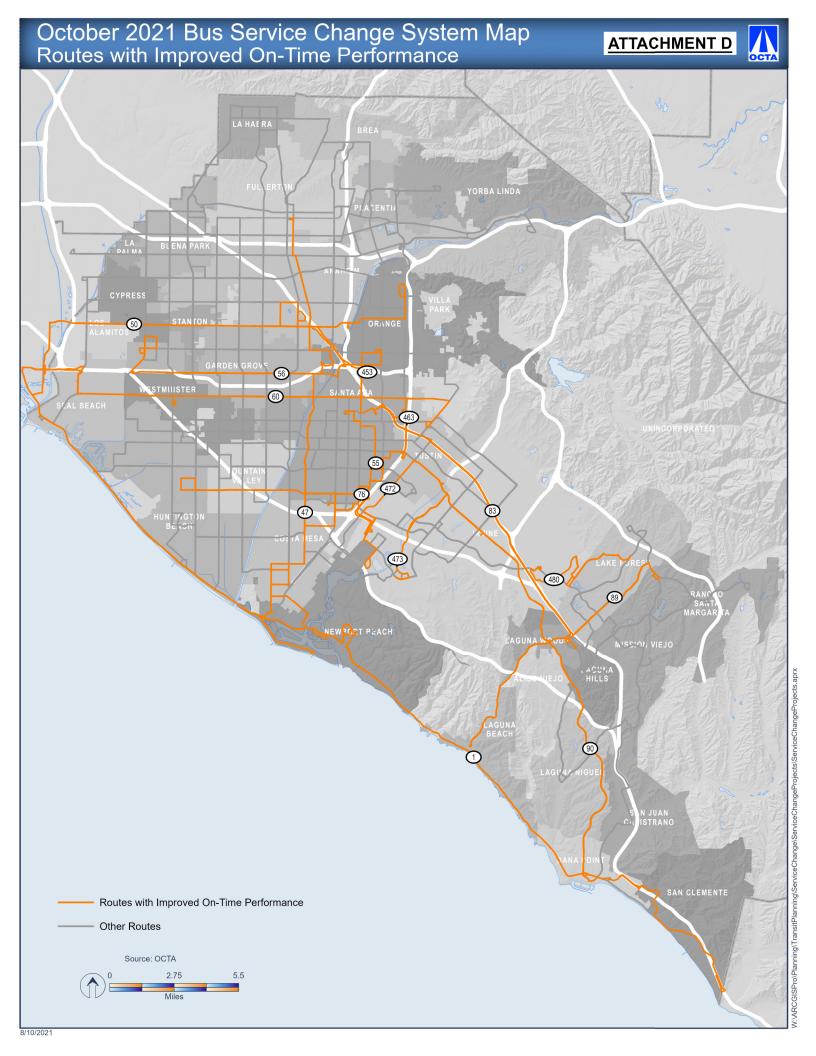
Acronyms

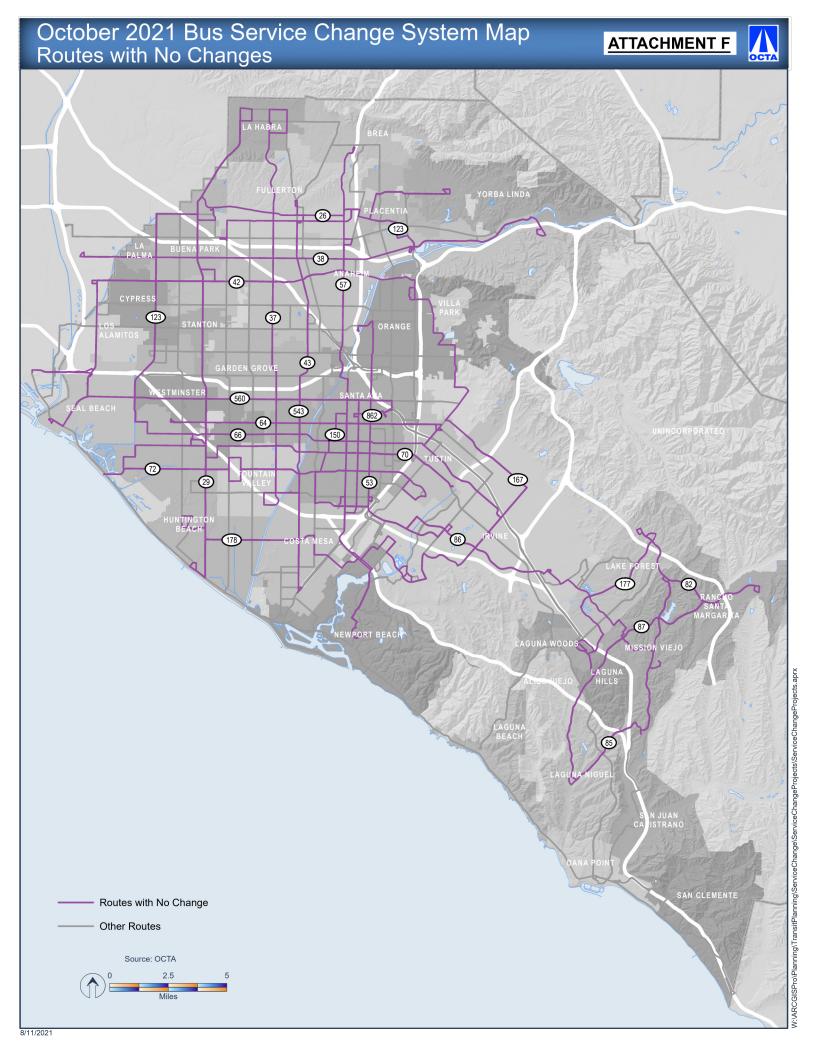
JWA - John Wayne Airport OTP - On-Time Performance

RVH - Revenue Vehicle Hours UCI - University of California, Irvine











September 13, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for the Preparation

of Plans, Specifications, and Estimates for the State Route 55 Improvement Project Between Interstate 5 and State Route 91

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3643 for consultant services for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91.
- B. Approve the release of Request for Proposals 1-3643 for consultant services for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91.

Discussion

The State Route 55 (SR-55) Improvement Project between Interstate 5 (I-5) and State Route 91 (Project) is part of Project F in the Measure M2 (M2) freeway program and is included in the updated Next 10 Delivery Plan adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in April 2021. The Project is scheduled to move into the design phase using previously approved M2 and federal funding.

The Project will add a general purpose lane in each direction between I-5 and State Route 22 and provide operational improvements on southbound (SB) ramps at Katella Avenue and Lincoln Avenue. Specifically, an additional lane will be added to the SB SR-55 Katella Avenue off- and on-ramps, and the existing SB SR-55 Lincoln Avenue off-ramp will be relocated 1,300 feet to the south, next to the existing SB SR-55 Lincoln Avenue hook on-ramp.

The final environmental document was signed on March 30, 2020, and the build alternative 2B was identified as the preferred alternative by the project development team. Approving the release of a request for proposals (RFP) for the preparation of plans, specifications, and estimates will enable the selected consultant design team to begin work in July 2022 or sooner.

Procurement Approach

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

The proposed evaluation criteria and weightings are as follows:

Qualifications of the Firm
 Staffing and Project Organization
 Work Plan
 20 percent
 40 percent
 40 percent

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. In developing the criteria and weightings, several factors were considered. The firm's qualifications and experience in performing relevant work of similar scope, size, and complexity are important to the success of the Project. Staff assigned a high level of importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are vitally critical to understanding the project requirements and to the timely delivery and successful performance of the work. An equal level of importance is also assigned to the work plan to evaluate the technical approach and resource allocation for the work to ensure successful performance and timely delivery of the Project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

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

Fiscal Impact

The Project is included in OCTA's Fiscal Year 2021-22 Budget, Capital Programs Division, Account No. 0017-7519-FF102-0WZ, and will be funded with a combination of federal and M2 funds.

Summary

Board of Directors' approval is requested to release Request for Proposals 1-3643 to select a firm to provide consultant services for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 5 and State Route 91, as well as approval of the proposed evaluation criteria and weightings.

Attachment

A. Draft Request for Proposals (RFP) 1-3643, Preparation of Plans, Specifications, and Estimates for State Route 55 Improvement Project Between Interstate 5 and State Route 91

Prepared by:

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

(714) 300-3733

Director, Contracts Administration and Materials Management (714) 560-5619 Approved by:

James G. Beil, P.E.

Executive Director, Capital Programs

(714) 560-5646

DRAFT REQUEST FOR PROPOSALS (RFP) 1-3643

PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR STATE ROUTE 55 IMPROVEMENT PROJECT BETWEEN INTERSTATE 5 AND STATE ROUTE 91



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

Key RFP Dates

Issue Date: September 13, 2021

Pre-Proposal Conference Date: September 21, 2021

Question Submittal Date: September 24, 2021

Proposal Submittal Date: October 11, 2021

Interview Date: December 1, 2021

FEDERAL HIGHWAY ADMINISTRATION FUNDED PROJECT

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September 13, 2021

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3643: "PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR STATE ROUTE 55 IMPROVEMENT PROJECT BETWEEN INTERSTATE 5 AND STATE ROUTE 91"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified firms for the preparation of plans, specifications, and estimates (PS&E) for State Route 55 Improvement Project Between Interstate 5 and State Route 91.

To prevent potential conflicts of interest, the prime consultant and all subconsultants, (at any tier) awarded this contract for design services to develop the PS&E for State Route 55 improvement Project Between Interstate 5 and State Route 91, will be ineligible to participate, in any tier in any of the separate procurements for the construction management services and construction services required to deliver the State Route 55 Improvement Project Between Interstate 5 and State Route 91. The Authority will evaluate all requests for conflict of Interest on a case-by-case basis.

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

- 1. Final Environmental Document (Final IS/EA)
- 2. Final Project Report (with Attachments)
- 3. Traffic Circulation Impact Report (TCIR)
- 4. Design Standard Decision Document (DSDD)
- 5. Life-Cycle Cost Analysis (LCCA)
- 6. CADD Files this folder has multiple files with subfolders called "REF" and "Sheets"

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal_Upload_Link, at or before 2:00 p.m. on October 11, 2021. Offerors are instructed to visit the link, select "RFP 1-3643"

from the drop-down menu and follow the instructions as prompted to upload proposal.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

The Authority has set a <u>17%</u> Disadvantaged Business Enterprise (DBE) participation goal for this project.

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Offerors are advised that all Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highway Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

In response to Caltrans' audit/review requirements, Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans Exhibit 10-K entitled "Consultant Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit H. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

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

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

To receive all further information regarding this RFP 1-3643, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u> <u>Commodity:</u>

Professional Services Architect Services, Professional

Engineering - Architectural

Engineering - Civil

Engineering - Environmental Engineering - Mechanical Engineering - Right of Way

Engineering - Traffic

Environmental - Architectural

Land Surveying

Professional Consulting Architectural & Engineering

Design Consulting

Traffic Planning Consulting Consultant Services - General Environmental Consulting

A pre-proposal conference will be held via tele-conference on **September 21**, **2021**, at **10:30 a.m.** Prospective Offerors may call-in using the following credentials:

Call-in number: 916-550-9867Conference ID: 492223205#

No on-site meeting will be held. A copy of the presentation slides and a preproposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to callin to the pre-proposal conference.

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

The Authority has established **December 1, 2021**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via tele-conference on September 21, 2021, at 10:30 a.m. Prospective Offerors may call-in using the following credentials:

Call-in number: 916-550-9867 Conference ID: 492223205#

No onsite meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to 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:

Marjorie Morris Threats, Senior Contract Administrator Contracts Administration and Materials Management Department 600 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

Phone: 714.560.5552, Fax: 714.560.5792

Email: mthreats@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and emailed to mthreats@octa.net no later than 5:00 p.m., on September 24, 2021.
- 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

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **October 4, 2021**. Offerors may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses be sent via U.S. Mail by emailing or faxing the request to Marjorie Morris Threats, 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:

<u>Category:</u> <u>Commodity:</u>

Professional Services Architect Services, Professional

Engineering - Architectural

Engineering - Civil

Engineering - Environmental Engineering - Mechanical Engineering - Right of Way

Engineering - Traffic

Environmental - Architectural

Land Surveying

Professional Consulting Architectural & Engineering

Design Consulting

Traffic Planning Consulting Consultant Services - General Environmental Consulting

Inquiries received after 5:00 p.m. on September 24, 2021, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal_Upload_Link, at or before 2:00 p.m. on October 11, 2021. Offerors are instructed to visit the link, select "RFP 1-3643" from the drop-down menu and follow the instructions as prompted to upload proposal".

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. Acceptance of Proposals

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

its own convenience.

- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

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

L. 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. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

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

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a Seventeen percent (17%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

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

- Consultant Proposal DBE Commitment Form (10-O1)
- DBE Letter of Acknowledgement and Commitment required from each proposed DBE firm listed on the "Consultant Proposal DBE Commitment Form (10-O1))."
- DBE Information Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the "Consultant Proposal DBE Commitment Form (10-O1))."
- Bidders List

P. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Q. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Offerors and all their subconsultants will be required to submit, after award of contract, Exhibit 10-K entitled "Consultant Annual Certification of Indirect Costs and Financial Management System", a copy of which is attached to this RFP. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

R. PROHIBITION

To prevent potential conflicts of interest, the prime consultant and all subconsultants, (at any tier) awarded this contract for design services to develop the PS&E for State Route 55 Improvement Project Between Interstate 5 and State

Route 91, will be ineligible to participate, in any tier in any of the separate procurements for the construction management services and construction services required to deliver the State Route 55 Improvement Project Between Interstate 5 and State Route 91. The Authority will evaluate all requests for conflict of Interest on a case-by-case basis.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

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

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. No cost proposal or work hours are to be included in this phase of the RFP process. Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

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

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. Certification of Restrictions on Lobbying

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

4. Disclosure of Lobbying Activities

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

5. Safety Specifications

Offerors shall comply with Safety Specifications Modified Level 1 and 3 as included in this RFP as Exhibit G, during the term of the awarded Agreement.

6. Disadvantaged Business Enterprise Solicitation Provisions – DBE Participation Listing Forms

Offerors must complete the following forms:

 Consultant Proposal DBE Commitment Form (10-O1) (Exhibit E-1)

- DBE Letter of Acknowledgement and Commitment required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1). (Exhibit E-2)
- DBE Information Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the "Consultant Proposal DBE Commitment Form (10-O1)." (Exhibit E-3)
- Bidders List (Exhibit E-4)

7. Certification of Contract Costs and Financial Management System "Exhibit 10-K"

This exhibit entitled "Exhibit 10-K Consultant Annual Certification of Indirect Costs and Financial Management System" (RFP Exhibit H) is to be completed by Offeror and all subconsultants after award of contract. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

8. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm

20%

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

2. Staffing and Project Organization

40%

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

3. Work Plan 40%

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established <u>December 1, 2021</u>, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

C. AWARD

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

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

The selected Offeror and subconsultants will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system. Additionally, the selected Offeror will be required to submit to the Authority's Accounting Department a current IRS W-9 Form prior to commencing work.

All Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highway Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultantagrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

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

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

IMPROVEMENTS TO

STATE ROUTE 55 (SR-55)

BETWEEN

INTERSTATE 5 (I-5) AND STATE ROUTE 91 (SR-91)

SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

The Orange County Transportation Authority (Authority), in cooperation with the California Department of Transportation (Caltrans), the City of Anaheim, the City of Orange, the City of Santa Ana, and the City of Tustin, is issuing the Request for Proposals (RFP) for professional and technical consultant services for development of Plans, Specifications, and Estimates (PS&E) for the State Route 55 (SR-55) Improvement Project between Interstate 5 (I-5) and State Route 91 (SR-91).

The project scope of work is based on the Build Alternative included in the Final Project Report, dated 3/30/2020.

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

1.1-2 General Project Description

The proposed project will provide improvements along SR-55, primarily between I-5 and State Route (SR-22), and operational improvements at southbound (SB) ramps at Katella Avenue and Lincoln Avenue. The project limits are SR-55 between PM 10.4 and PM R17.9 in the cities of Anaheim, Orange, Santa Ana and Tustin in Orange County. The proposed improvements for Build Alternative described in the Final Project Report (EA 12-0K7200), dated 3/30/2020, shall be the basis of the work contained in this Scope of Work. The design of said improvements shall be in accordance with Caltrans and all other applicable standards. All pedestrian facilities, including curb ramps, within the project limits must be in accordance with current Americans with Disabilities Act standards.

1.1-3 Detailed Project Description

The project adds one general-purpose lane in each direction between just north of I-5 and SR-22. An additional lane would be added to the southbound (SB) SR-55 Katella Avenue off- and on-ramps and the existing SB SR-55 Lincoln Avenue off-ramp relocated 1,300 feet to the south (next to the existing SB SR-55 Lincoln Avenue hook on-ramp).

Lincoln Avenue Undercrossing SB Off-Ramp (Bridge No. 55-0328S)

The existing Lincoln Avenue SB off-ramp will be relocated to south of Lincoln Avenue (next to the existing SB hook on-ramp) and the existing SB Lincoln Avenue off-ramp intersection will be removed. The new off-ramp will span over Lincoln Avenue with two lanes, one 8' shoulder and one 4' shoulder, and concrete barriers.

1.1-4 Location and Limits

The project limits on SR-55 are between Post Mile 10.4, I-5 to Post Mile R17.9, SR-91. The project is in the cities of Anaheim, Orange, Santa Ana and Tustin in Orange County.

1.1-5 Statement of Intent

It is the intent of the Authority to award a professional services contract to provide engineering services including supplemental environmental document as required, obtain environmental regulatory permits, preparation of PS&E, and right-of-way engineering for the SR-55 Improvement Project.

1.2 STANDARDS

1.2-1 Latest Editions

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

1.2-2 Conflicts

In case of conflict, ambiguities, discrepancies, errors, or omissions among the reference materials obtained by CONSULTANT from other agencies, CONSULTANT shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by Authority shall be at CONSULTANT's risk and expense.

1.2-3 Roadway/Design

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

1.2-4 Drafting

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

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

Plans, Specifications and Estimates (PS&E)

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

1.2-5 Reference Material

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

- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Southern California Regional Rail Authority Engineering Standards, Guidelines, and Standard Specifications
- American Railway Engineering and Maintenance of Way Association (AREMA) Standards
- Caltrans Highway Design Manual including Design Information Bulletins, and Design Memorandums
- Manual of Uniform Traffic Control Devices (MUTCD)
- California MUTCD
- Caltrans Division of Engineering Services Structures Manuals, including Information and Procedures Guide, Design Details, Aids, Practice and Memo to Designers Manuals
- Caltrans Project Development Procedures Manual

- Caltrans Environmental Guidelines & Manuals
- Caltrans Plans Preparation Manual
- Caltrans CADD User's Manual
- Caltrans Highway Planting and Irrigation Manual
- Caltrans Construction Contract Development Guide
- Caltrans Standard Plans and Standard Specifications
- Caltrans Storm Water Quality Handbooks
- Orange County Hydrology Manual
- Caltrans Right of Way (R/W) Engineering Procedures Handbook
- Caltrans R/W Manual
- Caltrans High Occupancy Vehicle Guidelines
- Caltrans Local Assistance Procedures Manual
- Caltrans Survey Manual
- Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- Caltrans Signal and Lighting Guidelines, Changeable Message Sign Guidelines, Ramp Metering Guidelines, Communications Systems Guidelines and National Electrical Code.

1.3 DESIGN CRITERIA

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

1.3-1 Roadway

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

1.3-2 Bridge & Retaining Walls

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

1.3-3 Surveys

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

1.3-4 Material Report

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

1.3-5 Drainage

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

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

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

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

- 2.1-17 The CONSULTANT's team shall be responsible for supporting and assisting Authority staff in the Board of Directors (Board) approval process during the preparation of the PS&E. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. CONSULTANT's team shall also be responsible for supporting Authority with coordinating with corridor cities regarding various issues related to the Project.
- 2.1-18 Authority Project Manager will administer CONSULTANT contract and provide general direction to CONSULTANT. Caltrans is responsible for providing Quality Assurance as well as final approval of the PS&E, required reports, and work product.
- 2.1-19 Following material may be furnished by Caltrans/Authority (as available):
 - Existing aerial photographs and negatives
 - Existing survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information
 - Existing Caltrans Detailed Seismic Revisions Data Sheets
 - Existing maintenance reports
 - Existing as-built Logs of Test Borings
 - Existing noise data
 - Existing Materials Data and Foundation Reports
 - Approved Project Report
 - Approved Environmental Document
 - Pertinent correspondence
 - Caltrans standard CADD cell library including bridge, geometric, landscape, project plans, R/W, and traffic/electrical (hard copy and electronic files)
 - Caltrans District CADD cell library (hard copy and electronic files)
 - Caltrans Headquarters/District font library
 - Caltrans CADD plotting pen tables
 - Caltrans CADD seed file
 - Available aerial mapping for the entire project limits (hard copy and electronic files) in proper format
 - Current Standard Special Provisions (hard copy and electronic files)

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

2.1-20 Following is work which is to be performed by Caltrans:

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

SECTION 3

STATEMENT OF WORK

3.1 TASK 1 – PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION

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

3.1-1 Coordination/Administration

3.1-1a Coordination and Meetings

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

CONSULTANT shall participate in the following meetings:

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

Design Refinement Workshop process. Consultant shall perform Design Refinement Workshop process for evaluating potential design refinements to the project. These workshops will include all relevant presentation materials and include development of Design Refinement Selection matrices.

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

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

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

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

Deliverables:

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

- Notices
- Agendas
- Handouts
- Minutes
- Progress plans

3.1-1b Administration

Following are administrative duties which shall be performed by CONSULTANT:

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

3.1-2 Schedules

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

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT and approved by Authority
- Work items of agencies and other third parties that may affect or be affected

by CONSULTANT's activities

- Schedule shall provide adequate time for Authority and Caltrans review, based on standard practices.
- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading shall be used to develop plan and actual progress curves
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule
- The following list of major tasks shall be used to develop the Project Master Schedule:
 - Task 1 Project Management/Coordination/Administration
 - Task 2 35 Percent PS&E
 - Task 3 Unchecked Details PS&E (65 Percent) Submittal
 - Task 4 Initial PS&E (95 Percent) Submittal
 - Task 5 Final PS&E (100 Percent) Submittal
 - Task 6 Construction Bidding Phase
 - Task 7 Construction Support Phase
 - Task 8 Project Closeout

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

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

Deliverables:

Project Master Schedule

3.1-3 Progress Reports

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

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

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

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by CONSULTANT through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, CONSULTANT falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to CONSULTANT performance, payment to CONSULTANT may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s). The initial Project Master Schedule, referenced in Section 3.1-2, as agreed to by Authority shall become the project. The target schedule shall be displayed on the updated Project Master Schedule.

Deliverables:

Monthly Progress Report

3.1-4 Design Quality Management Plan

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

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

At a minimum, the DQMP shall address the following:

- Quality Commitment: management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
- 2. Project Initiation and Early Activities: Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented throughout the entire Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.
- Constructability and Biddability: Commit a qualified Construction Management professional(s) to the project who will lead constructability and biddability reviews for the duration of the project including performing reviews at all milestone submittals.

4. QA Manager: Commit a QA Manager to the project who is qualified to implement the DQMP and oversee the DQMP compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and actively engage in the Authority surveillances and audits. QA Manager shall identify critical reviews in the Project Master Schedule.

5. QC:

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

6. QA:

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

7. Document Control:

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

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

Deliverables:

hard copies and an electronic copy of the DQMP

3.1-5 Project Management Plan

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

Deliverables:

Project Management Plan

3.2 TASK 2 - 35% PS&E

3.2-1 Data Collection

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

Deliverables:

• As-built drawings, reports, and other records

3.2-2 Permit Applications

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

- City and State Encroachment Permit for Construction
- National Pollutant Discharge Elimination System (NPDES) General Construction Activity Stormwater Permit
- Environmental clearance permits for construction as needed per the Draft Project Report and Environmental Document.

Deliverables:

- Prepared Permit Applications
- Secure all required permits.

3.2-3 Geometric Workshop

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

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

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

Deliverables:

Collateral Materials for Geometric Workshop

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

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

Deliverables:

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

3.2-5 Design Surveys

CONSULTANT will perform design surveys during this phase. Authority may provide recent photogrammetric mapping in English units. No new mapping is anticipated. However, if significant topographic changes have occurred, supplemental mapping will be necessary, subject to prior Authority and Caltrans approval. Should such additional mapping be required, the compensation will be via a contract amendment. Any additional survey work or mapping performed prior to receiving the required approval will be at CONSULTANT's risk and expense. Upon receipt of the Survey Control Data from Caltrans, CONSULTANT shall verify the physical existence of the Monument Control Points and, if necessary, reestablish such Control Points.

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

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

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

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

Deliverables:

Design surveys

3.2-6 Geotechnical Exploration

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

Deliverables:

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

3.2-7 Roadway Plans

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

Deliverables:

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

3.2-8 Preliminary Foundation Report

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

Deliverables:

Preliminary Foundation Report

3.2-9a Structure Type Selection

CONSULTANT will prepare the Structure Type Selection documents for bridges and special design retaining walls. Bridge and Special Design General Plan to comply with the most current Caltrans guidelines.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, CONSULTANT will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and

coordinated with the project geometry.

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

Deliverables:

- Bridge Type Selection Reports
- Special Design Retaining Walls (if needed)

3.2-9b Bridge Site Data Submittal

CONSULTANT will prepare a Bridge Site Data Submittal for each bridge and special design retaining wall.

This activity includes completion of the Bridge Site Data Submittal form and attaching all required background information with the form. In addition to the requested information, any special circumstance or important information should be noted and included.

CONSULTANT will submit the Bridge Site Data Submittal to Caltrans District 12 Design for their approval and submittal to OSFP.

Deliverables:

Bridge Site Data Submittals

3.2-10 Bridge Type Selection Meeting and Approval

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

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

Deliverables:

Type Selection Meeting Minutes

3.2-11 Utilities

CONSULTANT will coordinate and work closely with the public agencies and utility companies to determine the need to relocate impacted facilities, using Caltrans policy for high- and low-risk utilities. It is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT will perform test holes of existing high- and low-risk utilities that are within fifty (50) feet of the proposed improvements or cross the improvements and prepare and distribute utility base maps to affected utility owners for confirmation and determination of any needs for relocations. If necessary, CONSULTANT will conduct a utility relocation feasibility

study to evaluate existing systems and optimize relocations. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. A test hole location map will be prepared summarizing the planned test hole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

If utilities are required to be relocated, the R/W Utility Coordinator will provide the prior rights determination and prepare the utility relocation documents (Relocation Claim Letters, Reports of Investigation, Notice to Owners, Utility Agreements, Joint Use Agreements, Consent to Common Use Agreements). The R/W Utility Coordinator will also be responsible for all coordination with the utility companies for cost liability and relocation schedules.

CONSULTANT shall prepare Independent Cost Estimate (ICE) to support utility relocations required for the PROJECT.

Deliverables:

- Utility base maps
- Utility conflict maps with test hole information
- Utility conflict matrix
- Utility plan sheets
- Independent Cost Estimates

3.2-12 Hazardous Waste

CONSULTANT shall address hazardous soil contaminants (aerially deposited lead [ADL]) and structural materials, lead-based paint [LBP]), and asbestos containing materials (ACM) that may be encountered during project construction. Asbestos containing materials (ACM) related to buildings on private properties will be addressed by the Authority's right-of-way consultant. In addition, there is a potential that gasoline-impacted soil could be encountered during excavation activities near or at several properties throughout the project limits.

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

- properties with potentially contaminated soil, if needed.
- Hazardous Materials Disclosure Document Acquisition (Env-0001-A)
 Form for each parcel and Request for Acquisition of Contaminated Property (Env-002) Form (if needed)

3.2-13 Conceptual Landscape and Structure Aesthetics Plan

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

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

- Conceptual Aesthetics Treatment Plan
- Landscaping Concept Plans

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

3.3-1 Roadway Plans

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

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

Deliverables:

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

3.3-2 Drainage Plans

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

- Drainage Report 10 copies
- Drainage Plans, Profiles, Details, and Quantities 10 sets
- Edge Drain Plan, Details, and Quantities 10 sets

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

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

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

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

Deliverables:

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

3.3-4 Pavement Delineation Plans

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

Deliverables:

Pavement Delineation Plans, Details, and Quantities – 10 sets

3.3-5 Sign Plans

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

Deliverables:

Sign Plans, Details, and Quantities – 10 sets

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

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

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

Deliverables:

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

3.3-7 Planting and Irrigation Plans

CONSULTANT will prepare planting and irrigation plans to include replacement planting and irrigation in those landscaped areas disturbed by construction. Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 12 Landscape Architect. If it is determined that the cost for highway planting and irrigation will exceed \$300,000, a separate highway planting contract

for construction will be required. The contract documents will include all that is needed for a standalone PS&E for Caltrans to bid the highway planting as a separate contract.

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

Deliverables:

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

3.3-8 RIGHT OF WAY (R/W) Engineering Services

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

3.3-8a Location

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

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

3.3-8b References

- Ref 1. Caltrans R/W Manual (with special attention to Chapter 6 -R/W Engineering)
- Ref 2. Caltrans Surveys Manual
- Ref 3. Caltrans Plans Preparation Manual, Chapter 4 R/W Engineering
- Ref 4. Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps
- Ref 5. Caltrans District 12 R/W Engineering CADD Standards

 In the event of conflict between Ref 1, 2, 3 and Ref 4, 5 - the latter shall prevail.

3.3-8c Activities

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

3.3-8c-1 Perform Record Data Search

Search ownership of impacted properties, and analyze ownership deeds, field notes, and survey maps contained in State, County, and City files.

3.3-8c-2 Obtain Title Reports

Obtain title reports for all parcels impacted by proposed R/W requirements. Obtain updated title reports prior to the approval of the R/W Appraisal mapping.

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

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

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

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

3.3-8c-5 Perform Monument Perpetuation Surveys

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

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

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

The "Before Condition" Record of Survey (See "Records of Survey" Ref 4) shall be the instrument on which tie-outs are documented prior to

construction. In the cases where swing ties or tangent over ties are the method of tie-out, each monument tied out using these methods shall clearly be shown as a separate "Detail" on the "Before Condition" Record of Survey.

3.3-8c-6 Prepare R/W Maps

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

- R/W Requirements Maps (PD-26 Maps)
- R/W Appraisal Maps
- R/W Record Maps
- Director's Deed Map (if needed)
- Relinquishment Map (if needed)
- Vacation Map (if needed)

3.3-8c-7 Prepare Acquisition Documents

Prepare property acquisition documents(See "Legal Descriptions & Exhibits" Ref 4). The documents include deeds (legal descriptions and plat maps) for all temporary construction easements and permanent rights.

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

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

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

3.3-8c-9 Prepare Utility Legal Description and Plat

Prepare legal descriptions and plats to fulfill contract obligations with utility entities to be used for Joint Use Agreements and Consent to Common Use Agreements. (if needed) (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-10 Prepare Parcel Files

For each property with R/W requirements, prepare a parcel file. (See "Parcel Files" Ref 4).

3.3-8c-11 R/W Design Support

To support acquisition of R/W requirements, CONSULTANT shall prepare R/W exhibit per impacted parcel that displays the R/W needs on both aerial photo and design topography, Cover Letters that describe the TCE needs in detail, and coordinate with Caltrans Design on the preparation of PD-26 packages for R/W Appraisal Maps. CONSULTANT shall participate in R/W workshops with the AUTHORITY.

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

CONSULTANT shall coordinate with Caltrans R/W Engineering for the review of R/W appraisal mapping, legal descriptions and plat maps for approval.

Deliverables:

- Record of Survey
- Title Reports
- PD-26 R/W Requirement Maps
- R/W exhibits (Cut Sheets)
- R/W Appraisal Maps
- Cover Letters
- Deeds
- R/W Maps
- Parcel Files

3.3-9 Geotechnical and Foundation Reports

3.3-9a Geotechnical Design Report (GDR)

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

Deliverables:

Draft/Final Geotechnical Design Reports

3.3-9b Foundation Reports for Bridges, Non-standard Retaining Walls, and Non-Standard Overhead Sign Structures

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

Deliverables:

Draft/Final Foundation Reports

3.3-9c Materials Report

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

Deliverables:

Draft/Final Materials Reports

3.3-10 Bridge and Special Design Retaining Wall Plans (Unchecked Details)

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

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

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

Deliverables:

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

3.3-11 Retaining Wall Plans

CONSULTANT will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate

aesthetic details consistent with the Conceptual Aesthetics Treatment Plan.

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

Deliverables:

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

3.3-12 Soundwall Plans

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

Deliverables:

Soundwall Plans, Details and Quantities – 10 reduced sets

3.3-13 Utility Plans

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

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

- Updated Utility conflict maps with test hole information
- Updated Utility Conflict Matrix
- Updated Utility Plan Sheets

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

3.4-1 Roadway Plans

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

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

Deliverables:

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

3.4-2 Bridge and Special Design Retaining Wall Plans

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

Deliverables:

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

3.4-3 Construction Schedule

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

Deliverables:

CPM Schedule Printout and electronic copy

3.4-4 Utility and R/W Update

CONSULTANT will verify and update utility and R/W engineering data.

Deliverables:

 Report containing all updated utility and R/W engineering data with changes clearly identified

3.4-5 Update SWDR

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

Deliverables:

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

3.4-6 Planting and Irrigation Plans

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

Deliverables:

Separate Highway Planting and Irrigation PS&E – 10 sets

3.4-7 Environmental Revalidation

CONSULTANT shall prepare an environmental revalidation pursuant to NEPA and CEQA requirements to document there are no changes to project design, environmental circumstances, or environmental setting that would change the conclusions of the approved MND/FONSI. If there are any changes to the project design, appropriate environmental revalidation shall be prepared pursuant to NEPA and CEQA requirements.

Deliverables:

Environmental Revalidation

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

3.4-8 Update TMP

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

Deliverables:

• Transportation Management Plan – 10 copies

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

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

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

Deliverables:

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

Deliverables to Office of Special Funded Projects (OSFP):

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

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

3.5-2 Resident Engineer File

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

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

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

Deliverables:

Resident Engineer (RE) file

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

3.5-3 Survey File

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

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

Additive information such as elevation callouts, curbs, dikes, wall cross-sections, R/W lines, ditch cross-sections, etc. will not be shown on the cross-sections.

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

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

Deliverables:

Survey File

3.5-4 Materials Handouts

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

Deliverables:

Material Handouts

3.5-5 Paleontological Mitigation Plan (PMP)

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

Deliverables:

Paleontological Mitigation Plan (PMP)

3.5-6 Final Reports

CONSULTANT finalize the Drainage, Storm Water, and TMP reports based on comments received from Caltrans.

- Drainage Report 5 copies
- Storm Water Data Report 5 copies

Transportation Management Plan – 5 copies

3.5-7 Final Environmental Re-Validation

CONSULTANT shall finalize the Environmental Re-Validation and the Environmental Commitment Record based on comments received from Caltrans. Consultant shall also complete the Environmental Certification.

CONSULTANT shall secure Regulatory Permitting for construction, as well as conduct preconstruction bird and bat surveys.

- Final Environmental Commitment Record
- Final Environmental Re-Validation
- Environmental Certification
- Air Quality General Conformity Application Analysis
- Nesting Bird Management Plan
- Bat Management Plan
- Bird Pre-Construction Survey Memorandum
- Bat Pre-Construction Survey Memorandum

3.6 TASK 6 – CONSTRUCTION BIDDING PHASE

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

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

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

3.6-1 Pre-Bid Meeting

CONSULTANT will attend the pre-bid meeting.

3.6-2 Respond to Inquiries

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

Deliverables:

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

3.6-3 Addenda

CONSULTANT will prepare addenda as requested by District Engineer.

Deliverables:

Copies of Addenda

3.7 TASK 7 - CONSTRUCTION SUPPORT PHASE

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

3.7-1 Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

3.7-2 Partnering Workshop

CONSULTANT will attend a partnering workshop as requested by Caltrans.

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

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

3.7-4 Shop Drawing and Submittal Review

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

3.7-5 Additional Drawings at Caltrans Request

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

3.7-6 Site Visits

CONSULTANT will visit the job site as requested by Authority.

3.7-7 Respond to Inquiries/RFIs

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

3.7-8 Change Order Preparation and Review, CRIP Reviews

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

Caltrans Responsibility

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

3.7-9 As-Builts

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

Deliverables:

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

3.8 TASK 8 – PROJECT CLOSEOUT

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

3.8-1 Develop Final Record Drawing Plans

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

3.8-2 Deliver Project Files

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

3.8-3 Post Audits

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

3.9 PROJECT SCHEDULE

Activity	Proposed Date
A. Begin Work	July 2022
B. Draft PS&E	
B.1 Submit 35% PS&E	February 2023
B.2 Submit Unchecked Details (65%) PS&E	November 2023
B.3 Submit Initial (95%) PS&E	May 2024
C. Submit Final PS&E (100%) to Caltrans	November 2024
D. Advertise	December 2025
E. Award	March 2026
F. Begin Construction	April 2026
G. Completion of Construction	May 2029
H. Project Close Out	May 2030

END OF SCOPE OF WORK

ATTACHMENT A-2

RFP 1-3643

EXHIBIT B: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-1-3643

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

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THIS AGREEMENT is effective this _____ day of ______, 2022 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, PO Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT for preparation of Plans, Specifications and Estimates for State Route 55 Improvement Project Between Interstate 5 and State Route 91; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONSULTANT wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors authorized this Agreement on _____;

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

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written amendment to this Agreement and issue in accordance with the provisions of this Agreement CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by AUTHORITY.

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

- A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY, the services set forth in Exhibit A, entitled "Scope of Work," which is attached to, and by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.
- B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

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

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

D. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

- A. This Agreement shall go into effect on ______, contingent upon approval by AUTHORITY, and CONSULTANT shall commence after notification to proceed by AUTHORITY's Contract Administrator. This Agreement shall end on ______, unless extended by amendment to the Agreement, or terminated as provided hereunder.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on AUTHORITY until the Agreement is fully executed and approved by AUTHORITY.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENT

- A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 7 "Maximum Obligation" AUTHORITY shall pay CONSULTANT on a firm fixed price (lump sum) basis in accordance with the following provisions.
- B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for each tasks set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	Firm Fixed Price
1	Project Management / Coordination / Administration	\$00
2	35% PS&E	\$00
3	Draft PS&E (65%) Submittal	\$00
4	Initial PS&E (95%) Submittal	\$00
5	Final PS&E (100 %) Submittal	

6	Construction Bidding Phase	\$00
7	Construction Support Phase	\$00
8	Project Closeout	\$00
TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT		\$00

- C. The method of payment for this Agreement is based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A entitled "Scope of Work" to this agreement. No additional compensation will be paid to CONSULTANT unless there is a change in the Scope of Work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and AUTHORITY. Adjustment in the total lump sum compensation will not be effective until authorized by amendment to this Agreement that is approved by AUTHORITY The total firm fixed price (lump sum) as specified in Paragraph B of this Article shall not be exceeded, unless authorized by an amendment to this Agreement.
- D. The overhead rate established for this Agreement is extended through the term of this specific Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds AUTHORITY's approved overhead rate set forth in this Agreement.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- F. Progress payments will be made monthly in arrears based on the percentage of work completed by the CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, AUTHORITY shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 14 entitled "Termination."
- G. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by AUTHORITY and notification to proceed has been issued by AUTHORITY. No payment will be made prior to approval of any work, or for any work performed prior to approval of this

Agreement.

- H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- I. CONSULTANT will be reimbursed, less any retention amount withheld, as promptly as fiscal procedures will permit upon receipt by the AUTHORITY's Accounts Payable office of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of the work for which the CONSULTANT is billing. Invoices shall detail the work performed on each task/milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due the AUTHORITY that include any equipment purchased under the provisions of Article 47 entitled "Equipment Purchase" of this Agreement. The final invoice should be submitted to AUTHORITY within sixty (60) calendar days after completion of CONSULTANT's work.
- J. 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. The report should be sufficiently detailed for the AUTHORITY to determine, if CONSULTANT is performing to expectations, or is on schedule; or to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. 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.

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K. As partial security against CONSULTANT's failure to satisfactorily fulfill all its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONSULTANT, and shall make prompt and regular incremental acceptances of portions/milestones/tasks, as determined by AUTHORITY, of the Agreement work, and pay retainage to CONSULTANT based on these acceptances. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions/milestones/tasks of the Agreement work by the AUTHORITY. CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with this Article.

L. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within seven (7) days for construction contracts and fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment over seven (7) days for construction contracts and fifteen (15) days for consultant contracts may take place only for good cause and with the AUTHORITY's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

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 M. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 17 entitled "Audit and Inspection of Records", of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of certain portions/milestones/tasks. CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with this Article.

- N. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office or may be emailed to VendorInvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph G of this Article. Invoices shall be submitted no later than 30-calendar days after the performance of work for which CONSULTANT is billing. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:
 - 1. Agreement No. C-1-3643;
 - 2. Specific task number for which payment is being requested;
 - 3. The time period covered by the invoice;
 - 4. Total monthly invoice by task (including project to-date cumulative invoice amount); and retention amount;
 - 5. Monthly Progress Report;
 - 6. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 7. Certificate signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to

subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

- 8. Any other information as agreed or otherwise requested by AUTHORITY to substantiate the validity of an invoice.
- O. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this Agreement number and project title. Invoices shall include all reimbursable costs/expenditures to satisfy Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 5 Accounting/Invoices.
- P. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by the AUTHORITY. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

ARTICLE 6. PROMPT PAYMENT CLAUSE

- A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. The provisions of this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49 of the Code of Federal Regulations (CFR) Part 26.29:
- B. "CONSULTANT or subconsultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its Agreement no later than seven (7) days for construction contracts and fifteen (15) days for consultant contracts from the receipt of each progress payment CONSULTANT receives from AUTHORITY on account of the work performed by the subconsultant. CONSULTANT agrees further to return retainage payments to each subconsultant within seven (7) days for construction contracts and fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or postponement of payment from the above referenced time frame may take place only for good cause and with AUTHORITY's prior written approval." CONSULTANT agrees further to return retainage payments on construction-related contracts to each subcontractor within seven (7)

days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. CONSULTANT shall incorporate this clause verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount.

- C. Any violation of these provisions shall subject the violating CONSULTANT to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subcontract performance or noncompliance by a subconsultant.
- D. Failure to comply with these provisions without prior written approval from AUTHORITY will constitute noncompliance, which shall result in the application of appropriate administrative sanctions to the licensee, including, but not limited to, a penalty payable to the subconsultant, of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

ARTICLE 7. MAXIMUM OBLIGATION

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

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ATTENTION:

Title:

Phone:

Email:

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ARTICLE 8. NOTICES

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

TO CONSULTANT: TO AUTHORITY:

Orange County Transportation Authority

550 SOUTH MAIN STREET

P.O. BOX 14184

ORANGE, CA 92863-1584

ATTENTION: Marjorie Morris-Threats

Title: Senior Contract Administrator

Phone: (714) 560 - 5552

Email: mthreats@octa.net

Copy: Jeannie Lee

Title: Project Manager

Phone: (714) 560-5735

Email: ilee@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

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

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

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

ARTICLE 10. INSURANCE

- A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:
- 1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 each accident;
- 3. Workers' Compensation with limits as required by the State of California, including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and agents;
 - 4. Employers' Liability with minimum limits of \$1,000,000; and
 - 5. Professional Liability with minimum limits of \$1,000,000 per claim.
- B. Prior to commencement of any work hereof, CONSULTANT shall furnish to AUTHORITY's Contract Administrator broker-issued insurance certificate showing the required insurance coverages and further providing that:
- 1. AUTHORITY, its officers, directors, employees and agents must be named as additional insured on Commercial General Liability and Automobile Liability policy with respect to performance hereunder; and

- 2. The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and
- 3. Thirty (30) days prior written notice of cancellation or material change be given to AUTHORITY.
- C. "Occurrence," as used herein, means any event or related exposure to conditions, which result in bodily injury or property damage.
- D. The Certificate of Insurance shall reference Agreement Number C-C-1-3643; and, the Contract Administrator's Name, Marjorie Morris-Threats, Senior Contract Administrator.
- E. Upon AUTHORITY's request, certified, true and exact copies of each of the insurance policies shall be provided to AUTHORITY.
- F. AUTHORITY shall notify CONSULTANT in writing of any changes in the requirements to insurance required to be provided by CONSULTANT. Except as set forth in this Article, any additional cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the Agreement price pursuant to a change order.
- G. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall maintain coverage in the amounts required as provided in this Agreement.
- H. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

ARTICLE 11. ORDER OF PRECEDENCE

To the extent there are any conflicts or inconsistency arising between any provisions or documents incorporated in this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP; (3) CONSULTANT's technical proposal dated ______, CONSULTANT's cost proposal dated ______, and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 12. CHANGES

- A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.
- B. This Agreement may be amended or modified only by mutual written agreement of the parties.
- C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by AUTHORITY's Contract Administrator.

ARTICLE 13. DISPUTES

- A. Except as otherwise provided in this Agreement, when a dispute arises between CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.
- B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 14. TERMINATION

- A. AUTHORITY reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to CONSULTANT of intent to terminate, with effective date of termination and the reasons for termination stated in the notice, in accordance with the provisions of the FAR referenced above and Article 8 "Notices", herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.
- B. Upon termination, AUTHORITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- C. AUTHORITY may temporarily suspend this Agreement, at no additional cost to AUTHORITY, provided that CONSULTANT is given written notice of temporary suspension. If AUTHORITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
- D. AUTHORITY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, AUTHORITY may proceed with the work in any manner deemed proper by AUTHORITY. If AUTHORITY terminates this Agreement with CONSULTANT, AUTHORITY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to AUTHORITY exceeds the funds remaining in the Agreement, in which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand. Said termination shall be construed in accordance with the provisions of the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience.

E. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default or breach including, but not limited to, reprocurement costs of the same or similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

ARTICLE 15. 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 16. ASSIGNMENTS AND SUBCONTRACTS

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between AUTHORITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to AUTHORITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from AUTHORITY's obligation to make payments to the CONSULTANT.

B. 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.

- C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- D. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of each payment made to CONSULTANT by AUTHORITY.
- E. All subcontracts entered into as a result of this Agreement, shall contain all of the provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.
- F. Any substitution or addition of subconsultant(s) must be approved in writing by the AUTHORITY's Contract Administrator, in advance of assigning work to a substitute subconsultant(s).
- G. AUTHORITY hereby consents to CONSULTANT's subcontracting of portions of the Scope of Work to the parties identified below for the functions described below. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name/Address	Subcontractor Amounts

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ARTICLE 17. AUDIT AND INSPECTION OF RECORDS

- A. CONSULTANT and any subconsultant shall permit AUTHORITY, the State, and the FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.
- В. For the purpose of determining compliance with the Public Contract Code 10115, et seg. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and AUTHORITY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent certified public accountant (CPA) Audited Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT and Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement, AUTHORITY, or other agents of AUTHORITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, payroll documents, facilities and documents of CONSULTANT, subconsultants, and the CONSULTANT's Independent (CPA), that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.
- C. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder.
- D. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors performing work identified in Article 16 "Assignments and Subcontracts" of this Agreement, and such language must be included in CONSULTANT's agreements

with its subcontractors.

ARTICLE 18. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by AUTHORITY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by AUTHORITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by The California Department of Transportation's Independent office of Audit and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal

shall be adjusted by the CONSULTANT and approved by the AUTHORITY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- 1. During IOAI review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, AUTHORITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
- a. If the proposed rate is less than 150% the provisional rate reimbursed will be 90% of the proposed rate.
- b. If the proposed rate is between 150% and 200% the provisional rate will be 85% of the proposed rate.
- c. If the proposed rate is greater than 200% the provisional rate will be 75% of the proposed rate.
- 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 - 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still

 unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. CONSULTANT may submit to AUTHORITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of AUTHORITY; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to the AUTHORITY, no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other Agreements executed between AUTHORITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE 19. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of costs.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with CFR, Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to repayment by CONSULTANT to AUTHORITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

- A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office/employment or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. No member of or delegate to the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits 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, and CONSULTANT shall have no property right therein whatsoever. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AUTHORITY. Immediately upon termination, AUTHORITY shall be entitled to, and CONSULTANT shall deliver to AUTHORITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession.

Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by AUTHORITY.

- B. Additionally, it is agreed that such deliverables shall be deemed works made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including without limitation, copyright) belongs to and shall be the sole and exclusive property of AUTHORITY without restriction or limitation upon its use or dissemination by AUTHORITY.
- C. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.
- D. No copies, sketches, computer graphics or graphs, including graphic art work, are to be released by CONSULTANT to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 Patent Rights under Government Contracts for federal-aid contracts).
- F. AUTHORITY may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and

irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 25. DESIGN WITHIN FUNDING LIMITATIONS

A. In order to ensure the accuracy of the construction budget for the benefit of the public works bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services

required under this Agreement so as to permit the award of a contract, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth by AUTHORITY. When bids or proposals for the construction contract are received that exceed the estimated price, CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price for which the services were specified. However, CONSULTANT shall not be required to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

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

ARTICLE 26. REQUIREMENTS FOR REGISTRATION OF DESIGNERS

All design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the Agreement documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

ARTICLE 27. FINISHED AND PRELIMINARY DATA

- A. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates, including, but not limited to, illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, will automatically be vested in AUTHORITY and no further agreement will be necessary to transfer ownership to AUTHORITY.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by AUTHORITY of the machine-readable information and data provided by CONSULTANT under this Agreement. Further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by AUTHORITY of the project documentation on other projects, or for the completion of this project by others, except only as such use as may be authorized in writing by CONSULTANT.
- D. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY, but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY, if CONSULTANT causes AUTHORITY to exercise Article 14 "Termination", and a price shall be negotiated for all preliminary data.
- E. All subcontracts entered into as a result of this Agreement shall contain all of the provisions of this Article.

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ARTICLE 28. STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.
- C. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by CONSULTANT or subconsultant at any tier for any work hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in the Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subconsultant and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.
- D. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the California Labor Code, which is incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and

apprenticeship employment and regulation program.

E. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 29. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

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

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- B. <u>Nondiscrimination:</u> During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 8100-8504 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. <u>Compliance with Regulations:</u> The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. <u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment</u>: The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

E. <u>Information and Reports</u>: CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any

information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

- F. <u>Sanctions for Noncompliance</u>: In the event of CONSULTANT's noncompliance with nondiscrimination provisions of this Agreement, AUTHORITY shall impose sanctions as it may determine to be appropriate, including, but not limited to:
- 1. Withholding of payments to CONSULTANT under the Agreement until CONSULTANT complies; and/or
 - 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
- H. <u>Incorporation of Provisions</u>: CONSULTANT shall include the provisions of paragraphs (A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto, and that all such sub recipients shall certify and disclose accordingly. CONSULTANT shall take such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 30. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED CONSULTANT CONTRACTS

- A. AUTHORITY or CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the CONSULTANT from future proposing as non-responsible.
 CONSULTANT agrees to include these requirements in all subcontracts at any tier.
- B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has established a seventeen (17%) percent Disadvantaged Business Enterprise (DBE) participation goal for the services required in this Agreement.
- C. At the time of contract execution, the CONSULTANT committed to utilize one or more Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract. CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment "Consultant Contract DBE Commitment Caltrans Exhibit 10-O2" and ensure they perform work and/or supply materials in accordance with original commitments. No changes to CONSULTANT's DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.
- D. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work.

CONSULTANT must apply and report its DBE goal commitment against the total current Agreement value, including any change orders and/or amendments.

- E. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, DBE documentation electronically through an AUTHORITY-approved electronic reporting system.
- F. CONSULTANT shall comply with all the requirements set forth in Attachment A titled, "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made a part of this Agreement.

ARTICLE 31. PRIVACY ACT

- A. CONSULTANT shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before the CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
 - B. CONSULTANT agrees to include this requirement in all its subcontracts at any tier.

ARTICLE 32. CONFLICT OF INTEREST

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

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

ARTICLE 33. CODE OF CONDUCT

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

ARTICLE 34. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 35. INCORPORATION OF FEDERAL TERMS

All contractual provisions required by United States Department of Transportation (USDOT), including the Federal Highway Administration (FHWA), whether or not expressly set forth in this document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or FHWA terms and conditions.

ARTICLE 36. FEDERAL CHANGES

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

ARTICLE 37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

ARTICLE 38. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," CFR, Title 49, Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or may cause to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement's work is being performed. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties set forth in the Program Fraud Civil Remedies Act of 1986 against the CONSULTANT to the extent the Federal Government deems appropriate.
- B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA, under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. against the CONSULTANT, to the extent the Federal Government deems appropriate.

C. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 39. RECYCLED PRODUCTS

- A. CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of CFR, Title 40, Part 247.
 - B. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 40. ENERGY CONSERVATION REQUIREMENTS

If the maximum cumulative payment obligation of this Agreement exceeds \$150,000, CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 41. CLEAN AIR

- A. CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to USDOT and the appropriate Environmental Protection Agency (EPA) Regional Office.
- B. CONSULTANT agrees to include this requirement in each subcontract exceeding \$150,000.

ARTICLE 42. CLEAN WATER REQUIREMENTS

- A. If the maximum cumulative payment obligation of this Agreement exceeds \$150,000, CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. CONSULTANT shall report any violations of use of prohibited facilities to the USDOT and US EPA.
- B. CONSULTANT agrees to include this requirement in each subcontract exceeding \$150.000.

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ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
- 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
- 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed in writing to the AUTHORITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE 45. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL

FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
- 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- 2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code Title 31 Section 1352,. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000) dollars and not more than one hundred thousand (\$100,000) Dollars for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE 46. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that

determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to AUTHORITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or AUTHORITY governing board that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. AUTHORITY has the option to terminate the Agreement pursuant to Article 14

 Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE 47. EQUIPMENT PURCHASE

- A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand (\$5,000.00) Dollars for supplies, equipment or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding five thousand (\$5,000.00) Dollars prior authorization by AUTHORITY's Project Manager; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - C. Any equipment purchased as a result of this Agreement is subject to the following:
- 1. "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000.00 or more. If the purchased equipment needs replacement and is sold or traded in, AUTHORITY shall receive a proper refund or credit at the conclusion of this Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit AUTHORITY in an amount equal to the its fair market value, or sell such equipment at the best price obtainable at a

public or private sale, in accordance with established AUTHORITY procedures; and credit AUTHORITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser agreeable to both AUTHORITY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by AUTHORITY.

2. Regulation CFR, Title 2, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand (\$5,000.00) Dollars is credited to the project.

ARTICLE 48. HEALTH AND SAFETY REQUIREMENTS

- A. CONSULTANT shall comply with all the requirements set forth in Exhibit G, Modified Level 1 and 3 Safety Specifications. As used therein, "Contractor" shall mean "Consultant" and Subcontractor" shall mean "Sub-consultant."
 - B. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 49. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public meeting held by the AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

ARTICLE 50. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY employee. For breach or violation of this warranty, AUTHORITY shall have the right in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 52. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by AUTHORITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with any comments shall be retained as part of the Agreement record.

ARTICLE 53. PROHIBITION

To prevent potential conflicts of interest the prime consultant and all subconsultants, (at any tier) awarded this contract for design services to develop the PS&E for State Route 55 Improvement Project Between Interstate 5 and State Route 91 will be ineligible to participate, in any tier in any of the separate contracts for the construction management services and construction services required to deliver the State Route 55 improvement Project Between Interstate 5 and State Route 91.

ARTICLE 54. FORCE MAJEURE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-3643 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

Ву:	By: Darrell E. Johnson Chief Executive Officer
	APPROVED AS TO FORM:
	By: James M. Donich General Counsel
	APPROVED:
	By: James G. Beil. P.E.

Executive Director, Capital Programs

AGREEMENT NO. C-1-3643

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. <u>DBE Participation</u>

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

CONSULTANT must complete and submit, within the specified timelines, the required DBE documentation in Section IV. of this Attachment, through the AUTHORITY's electronic reporting system (ECAT). CONSULTANT's submitted "DBE Participation Commitment Form," executed subcontracts and/or purchase orders, as well as on-going DBE documentation will be utilized to monitor CONSULTANT's DBE commitment. Unless otherwise directed and/or approved in writing by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of

agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORIT's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts:
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts:
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

- 1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of

- the Black racial groups of Africa";
- ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
- iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians";
- iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong";
- v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;"
- vi. Women; and
- vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- 5. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
- 6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 7. "Fraud" includes a firm that does not meet the eligibility criteria of being a certified

DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

- 8. "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.
 - a) Social Disadvantage
 - 1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 - 2. The individual must demonstrate that he/she has personally suffered social disadvantage.
 - 3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
 - 4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
 - 5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
 - 6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
 - b) Economic Disadvantage
 - The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

CONSULTANT must complete and submit within the specified timelines, the following DBE and Non-DBE documentation, electronically through the submission process detailed below:

Form/Electronic Submittal	Frequency of Submission	Process for Submission:	
Monthly DBE Attainment and	Monthly by the 10 th of each	Enter data and submit via	
Subconsultant Prompt	month	ECAT to AUTHORITY	
Payment Verification Report			
(CALTRANS) Exhibit 9- F:	After submitting an invoice	Submit to Caltrans by e-mail:	
Disadvantaged Business	for reimbursement that	business.support.unit@dot.c	
Enterprise Running Tally of	includes a payment to a	a.gov and copy AUTHORITY	
Payments	DBE, but no later than the		
	10th of the following month		
DBE Subcontract	Within ten (10) days of prime	Upload Subcontract to	
Agreements	contract award, or with	Subconsultant profile and	
	Request to Add for DBE	submit via ECAT to	
	firms added post-award	AUTHORITY	
Request to Add	As needed (see instructions	Enter data and submit via	
Subconsultant	below)	ECAT to AUTHORITY	
DBE Commitment Change	As needed (see instructions	Enter data and submit via	
Request(s)	below)	ECAT to AUTHORITY	
On-Going Good Faith Efforts	As needed (see instructions	Upload GFE attachment and	
(GFE) Post-Award	below)	submit via ECAT to	
		AUTHORITY	
(CALTRANS) Exhibit 17-F:	Within thirty (30) days from	Enter data and submit via	
Final Report-Utilization of	the date of project	ECAT to AUTHORITY	
Disadvantaged Business	completion.		

Enterprises (DBE) and First-		
Tier Subcontractors		
(CALTRANS) Exhibit 17-O:	Within thirty (30) days from	Enter data and submit via
Disadvantaged Business	the date of project	ECAT to AUTHORITY
Enterprises (DBE)	completion.	
Certification Status Change		

A penalty of ten dollars (\$10) per day, per Form/Electronic submittal will be implemented for late submission of any of the above.

A. Monthly DBE Attainment and Subconsultant Prompt Payment Verification Data Submission

This submission serves to ensure CONSULTANT's DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service.

This submission further serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.

CONSULTANT is required to enter data directly into ECAT and submit by the 10th of each month until completion of the Agreement. CONSULTANT's first submission is due following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must complete and submit Monthly by the required timelines.

If there is not a DBE goal and no DBE commitment has been made by CONSULTANT, CONSULTANT is required to enter data directly into ECAT and submit by bi-annually on April 10th and October 10th of each year. Additionally, upon completion of the contract, a final report must be submitted and marked final.

Data required for submission includes the amount(s) received by CONSULTANT from AUTHORITY and the amount(s) paid to lower-tier subconsultants during the Month. CONSULTANT to submit pertinent payment details for any firm (DBE and Non-DBE) to whom they have reported a payment within the reporting period. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT's DBE attainment until the amount being claimed has been paid to the DBE.

Pertinent payment details include:

- Invoice Number
- Invoice Amount
- Payment Amount
- Invoice Date
- Check Number
- Date of Payment

- Corresponding Prime Invoice (associated to subconsultants' invoice)
- Retention
- Disputed or Withheld invoice amounts

Firms will receive a notification from ECAT when a payment is reported to them and will be required to log-in to ECAT to verify the payment information provided by CONSULTANT. A reported payment to a lower-tier DBE firm will not be credited towards the DBE goal until the DBE firm has validated the payment through ECAT. All payments reported by CONSULTANT must be validated by affected firm, prior to the 10th of each month following the reporting period.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Data includes a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, CONSULTANT shall complete and email the "Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments" to Caltrans by e-mail (business.support.unit@dot.ca.gov) with a copy uploaded to the AUTHORITY via ECAT. The Exhibit 9-F can be completed on-line and downloaded via ECAT, for submission to Caltrans, after CONSULTANT's submission of the monthly reporting data captured above.

B. DBE Subcontract Agreements

CONSULTANT must electronically submit to AUTHORITY via ECAT, copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

C. Additional DBE Firms

In the event CONSULTANT identifies additional DBE Subconsultants or suppliers not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by filling out and submitting a "Request to Add," through ECAT. This will enable AUTHORITY to verify the firm's eligibility, capacity, CUF and scope of work. Proposed firms will not be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of

the written confirmation). This supporting documentation is a required upload by ECAT when submitting a Request to Add.

D. DBE Commitment Change Request(s), DBE Substitution, Termination and Increasing or Decreasing Commitment Values

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains AUTHORITY's written consent. CONSULTANT shall not terminate, decrease or substitute a listed DBE for convenience and perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, another DBE firm or obtain materials from other sources without prior written authorization from AUTHORITY. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE on the (Caltrans) Exhibit 10-O2 Consultant Contract DBE Commitment form, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY. This includes partial terminations.

CONSULTANT shall provide written notification to AUTHORITY in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

AUTHORITY shall only provide written consent to a request to use other forces or sources of materials if CONSULTANT has good cause to terminate or decrease its DBE commitment to a DBE firm. For the purposes of this section good cause includes any of the following justifications:

- 1. Listed DBE fails or refuses to execute a written contract based on the requirements of the project.
- 2. Listed DBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT.
- 3. Listed DBE firm fails or refuses to meet the CONSULTANT's reasonable, nondiscriminatory bond requirements.
- 4. Listed DBE becomes bankrupt or insolvent, or exhibits credit unworthiness.
- 5. Listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- 6. AUTHORITY has determined that the listed DBE firm is not a responsible firm.
- 7. Listed DBE firm voluntarily withdraws from the project and provides written notice of its withdrawal.
- 8. Listed DBE is ineligible to receive credit for the type of work required.
- 9. Listed DBE owner dies or becomes disabled resulting in the inability of the DBE to perform the work on the Contract.
- 10. Other documented good cause that the Authority determines compels the

termination (inclusive of decreases to commitment values and substitutions) of a DBE firm.

To submit a request to substitute, decrease or terminate a DBE subconsultant commitment, CONSULTANT is required to submit a DBE Commitment Change Request through ECAT. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to decrease, substitute and/or terminate, and provide justification, allowing the DBE five (5) days to respond to CONSULTANT of the reasons, if any, why it objects to the proposed termination of its contract and why AUTHORITY should not approve CONSULTANT's request. The following documentation will be required by ECAT when submitting the DBE Commitment Change Request.

- 1. One or more of the good cause justifications listed above.
- 2. Notices from CONSULTANT to the DBE regarding the request.
- 3. Responses from the DBEs to CONSULTANT regarding the request.
- 4. Any documentation necessary to validate the good cause justification.
- 5. Proof of DBE certification of proposed firm (if requesting to substitute).
- 6. Written confirmation of work and amount signed by proposed firm (if requesting to substitute).

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT. The substitute DBE must be certified as a DBE within the appropriate NAICS categories at the time of request for substitution.

CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY in writing. This includes partial terminations.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a determination through ECAT to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed by AUTHORITY.

E. On-Going Good Faith Efforts Post-Award

During the term of the contract, CONSULTANT shall continue to make a Good Faith Effort (GFE) to ensure that DBEs have an opportunity to successfully perform in the contract, and that the CONSULTANT meets the DBE contract goal. These efforts shall include, but shall not be limited to, the following:

- a. Negotiating in good faith to attempt to finalize and execute a subconsultant agreement with the DBEs committed to;
- b. Continuing to provide assistance to DBE firms in obtaining bonding, lines of credit, etc.
- c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting AUTHORITY approval to substitute the DBE.
- d. Paying all firms (DBEs and non-DBEs) in a timely manner, as listed in the contract specifications;
- e. Alerting AUTHORITY in a timely manner of any problems anticipated in attaining the DBE participation committed to in the proposal;
- f. If a DBE substitution is necessary, making a Good Faith Effort to replace the DBE with another DBE, subject to the approval of AUTHORITY.

Should CONSULTANT's DBE commitment fall below the DBE contract goal, submittal of good faith effort documentation will be required on a monthly basis until the goal has been met through executed DBE contract agreements. Documentation should include but is not limited to:

- a. Conducting market research to identify and solicit DBE firms that have the capability to perform the work on the Agreement. All reasonable and available means should be utilized. This may include attendance at matchmaking meetings and events, advertising, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired and which are located in the area or surrounding areas of the project.
- b. CONSULTANT should solicit this interest as early in the process as practicable to allow the DBEs to respond to the solicitation and submit a timely proposal. CONSULTANT should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when CONSULTANT might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance.

d. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

F. Final Report-Utilization of Disadvantaged Business Enterprises (Exhibit 17-F)

Upon completion of the project, CONSULTANT must electronically designate their last Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Report as final to facilitate reporting and capturing DBE attainments and prompt release of retention to all subconsultants.

CONSULTANT must electronically submit an Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (F-PDF) to AUTHORITY within thirty (30) days from the date of project completion. The amount of tenthousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

The Exhibit 17-F can be completed on-line and downloaded via ECAT, for submission to Caltrans, upon CONSULTANT's submission of the Final Monthly DBE Attainment Summary and Subconsultant Prompt Payment Verification Report.

G. Disadvantaged Business Enterprises Certification Status Change (Exhibit 17-0)

If a DBE Subconsultant is decertified during the life of the project, the decertified subconsultant must notify the CONSULTANT in writing with the date of decertification and last date of work on the project while still certified. Within ten (10) days of receipt of decertification documentation, CONSULTANT must electronically furnish the written documentation to AUTHORITY via ECAT. Upon completion of the project, "Exhibit 17-O: Disadvantaged Business Enterprises Certification Status Change" must be signed and certified correct by the CONSULTANT indicating each DBE's existing certification status utilizing ECAT. The Exhibit 17-O can be completed on-line and submitted to the Authority via ECAT.

If there are no changes, CONSULTANT indicates "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project completion.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request in accordance with Article 17 entitled "Audit and Inspection of Records", of this Agreement. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by posting CONSULTANT payment data to a website, database, or other place accessible to Subconsultants to assist them in determining when they should expect to receive payment.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of bid/proposal submission. A listing of DBEs certified by the CUCP is available at the link to the CUCP web site, which can be accessed at: https://ucp.dot.ca.gov/licenseForm.htm

- 1. A DBE may participate as a prime CONSULTANT, Subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
- 2. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- 3. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
- 4. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. <u>DBE Crediting Provisions</u>

A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.

- If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT'S DBE attainment.
- 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
- 3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
- 4. If the CONSULTANT listed a non-certified, 1st tier Subconsultant to perform work on this Agreement, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
- 5. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or email at hotline@oig.dot.gov, or by mail to the following: DOT Inspector General, 1200 New Jersey Ave SE, West Bldg 7th Floor, Washington, DC 20590.

VIII. <u>Dispute Resolution</u>

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTS violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

A. Informal Meetings

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

B. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and his/her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

IX. Administrative Remedies and Enforcement

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultants, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Assessing liquidated damages; and/or
- 4. Disqualifying CONSULTANT from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied by supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) business day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) business days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) business days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.



RFP 1-3643

EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

- 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
- 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: F	REP Little:	
Was a campaign contribution made to any Ooregardless of dollar amount of the contribution by eagent/lobbyist?		
If no , please sign and date below.		
If yes, please provide the following information:		
Prime Contractor Firm Name:		
Contributor or Contributor Firm's Name:		
Contributor or Contributor Firm's Address:		
Is Contributor:		
The Prime Contractor	Yes	No
SubconsultantAgent/Lobbyist hired by Prime	Yes	No
 Agent/Lobbyist hired by Prime to represent the Prime in this RFP 	Yes	No
determine the total campaign contribution made be likely l	r subconsultants, es of contribution(s	and/or agent/lobbyist made campaigr) in the preceding 12 months and dolla
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:	Ciana atuma	of Conduitority
	Signature	of Contributor
Print Firm Name	Print Name	e of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

Board of Directors

Andrew Do, Chairman Mark A. Murphy, Vice Chairman Lisa A. Bartlett, Director Doug Chaffee, Director **Barbara Delgleize, Director** Katrina Foley, Director **Brian Goodell, Director** Patrick Harper, Director Michael Hennessey, Director **Gene Hernandez, Director Steve Jones, Director Joseph Muller, Director** Tam Nguyen, Director **Vicente Sarmiento, Director** Tim Shaw, Director Harry S. Sidhu, Director Donald P. Wagner, Director

R	F	P	1	_3	R	13

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

Project city/agency/other:
Contact Name: Phone:
Project Award Date: Original Contract Value:
Term of Contract:
(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 th information provided is true and accurate.
Name Signature
- Cignature
Title Dete
Title Date

Revised. 03/16/2018

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EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS AND FORMS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **17%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), the Orange County Transportation Authority ("Authority") has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority's U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- **2.1** Ensure non-discrimination in the award and administration of Authority's U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority's U.S. DOT-assisted contracts.
- **2.3** Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- **2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority's DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority's U.S. DOT-assisted contracts.
- **2.6** Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- **2.7** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- **2.9** Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 <u>Definitions</u>

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- 3.3.2.6 Women; and
- 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- **3.7** *"Fraud"* includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

"Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

- 3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
- 3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 <u>DBE Proposal Submission Requirements</u>

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

Consultant Proposal DBE Commitment Form (10-O1) - Exhibit E-1

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1) Exhibit E-2
- DBE Information Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the Consultant Proposal DBE Commitment Form (10-O1)) -Exhibit E-3

Bidders List - Exhibit E-4

Required Forms	Submission
Consultant Proposal DBE Commitment Form (10-O1)	Required at time of proposal
DBE Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form)	Required no later than 4:00 p.m. on the 2nd business day after the proposal due date
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

- 4.1 "Consultant Proposal DBE Commitment Form Caltrans Form 10-O1" (Exhibit E-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:
 - 4.1.1 The complete name and address of each DBE who will participate in the contract;
 - 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
 - 4.1.3 A description of the work that each DBE will perform or provide;
 - 4.1.4 The percentage of the work to be performed or provided by the DBE;
 - 4.1.5 The percentage of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
 - 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a **DBE Letter of Acknowledgement and Commitment** (**Exhibit E-2**) signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value(s) and scope of work listed on the Consultant Proposal DBE Commitment Form (10-O1). The DBE Letter of

Acknowledgement and Commitment and the amount(s) and scope reflected on the Consultant Proposal DBE Commitment Form (10-O1) must match.

Letter(s) of Acknowledgement and Commitment must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

4.2 "DBE Information - Good Faith Efforts" (Exhibit E-3)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the "DBE Information – Good Faith Efforts," form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer's "Consultant Proposal DBE Commitment Form 10-O1", it is at the proposer's discretion (i.e. this is not mandatory) to submit "DBE Information – Good Faith Efforts," form However, the submission of good faith efforts documentation can protect the proposer's eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the "DBE Information – Good Faith Efforts," form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-3 "DBE Information – Good Faith Efforts," form and the United States Department of Transportation's ("U.S. DOT") DBE Program, Appendix A of Title 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts," and the DBE Section of the Authority's Pre-Proposal Power Point.

4.3 "Bidders List" (Exhibit E-4)

The Authority is required by Regulations to create and maintain a "Bidders List," of all firms proposing or quoting on the Authority's U.S. DOT-assisted contracts for use in calculating the Authority's DBE goal(s). Proposers are required to complete and submit the requested information listed on the "Bidders List" form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The "Bidders List" must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency:		2. Contract DBE Goal:				
Project Description:						
4. Project Location:						
5. Consultant's Name:		6. Prime Ce	rtified DBE:			
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %			
Local Agency to Complete this	Section					
· · · · · · · · · · · · · · · · · · ·		11. TOTAL CLAIMED DBE PARTICIPATION	%			
18. Federal-Aid Project Number:						
Proposed Contract Execution Date: Consultant's Ranking after Evaluation:		IMPORTANT: Identify all DBE firms being claimed for credit,				
Local Agency certifies that all DBE certifications ar this form is complete and accurate.	e valid and information on	regardless of tier. Written confirmation of each list required.	ed DBE is			
21. Local Agency Representative's Signature	22. Date	12. Preparer's Signature 13. Date	•			
23. Local Agency Representative's Name	24. Phone	14. Preparer's Name 15. Pho	ne			
25. Local Agency Representative's Title		16. Preparer's Title				

 $\label{eq:decomposition} \mbox{DISTRIBUTION: Original-Included with consultant's proposal to local agency.}$

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal Enter the contract DBE goal percentage as it appears on the project advertisement.
- **3. Project Location** Enter the project location as it appears on the project advertisement.
- **4. Project Description** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- **5. Consultant's Name** Enter the consultant's firm name.
- **6. Prime Certified DBE** Check box if prime contractor is a certified DBE.
- **7. Description of Work, Services, or Materials Supplied** Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- **8. DBE Certification Number** Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- **9. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- **10. DBE** % Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- **11. Total Claimed DBE Participation %** Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information Good Faith Efforts of the LAPM).
- **12. Preparer's Signature** The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date Enter the date the DBE commitment form is signed by the consultant's preparer.
- **14. Preparer's Name** Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date Enter the proposed contract execution date.
- **20.** Consultant's Ranking after Evaluation Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- **21.** Local Agency Representative's Signature The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- **23.** Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- **25.** Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

1. RFP NO.:
2. Project Name/Description:
3. Offeror:
4. DBE Commitment Information
(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):
(B) Percentage of work to be performed (For Architectural & Engineering Services Proposals) OR
Dollar value of work to be performed \$ (For Professional Services Proposals)
5. DBE ACKNOWLEDGMENT*
I acknowledge that my firm has been listed by the Offeror named above, and is committed, to perform the scope and portion of work (A and B) stated above.
DBE Firm's Name:
Name:
Signature:
Title:
Telephone:

*If the offeror does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the offeror is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified value and scope of work".

INSTRUCTIONS - DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

Offeror is required to ensure all information is complete and accurate:

- 1. **RFP No. -** Enter the RFP Number.
- 2. Project Name/Description Enter the name and/or description of the project.
- 3. Offeror Name Enter the offeror's firm name.
- **4A. Description of work** Scope of work to be performed that will be credited towards DBE participation. To include bid item number on the DBE Participation Commitment Form as applicable.
- **4B.** Value Enter the percentage or total dollar value of participation for the DBE firm.
- **5. DBE Acknowledgement** DBE to provide firm name, authorized person's name, signature, title and telephone number if they have been notified that they were listed for the scope and value reflected in #4.

NOTE: If the offeror does not receive award of the prime contract, any and all representations in the letter of Acknowledgment and Commitment shall be null and void.



DBE INFORMATION - GOOD FAITH EFFORTS

RFF	P No:	Pi	roposal Due Date		
Ente	Orange County Transportation of% for a second of the secon	or this contract. Th	ne information provided		
no l spe Pari prop goa	poser shall submit the following ater than 4:00 p.m. on the 2 nd b cified in the solicitation. Properticipation Commitment Form" incoser's eligibility for award of the I for various reasons, e.g., a DBE athematical error.	usiness day after to oser should subro dicates that the pro- e contract if Author	the Authority's proposal nit the following inform oposer has met the DBE ity determines that the p	due date, or a mation even i goal. This wil proposer failed	s otherwise f the "DBE I protect the to meet the
	mittal of only the form may not p n efforts were made.	provide sufficient d	ocumentation to demor	strate that ade	equate good
sub	following good faith efforts ite mission. Proposer to complete t d faith efforts were undertaken t	he following items	in sufficient detail to ef		
d to p ti	tems of Work the Proposer Made lollar amounts made available to otal contract work, breakdown performed by the proposer with participation sufficient to meet the part sufficient work was made as that sufficiently evidence the efform	o DBE firms by the of larger scopes its own forces) a DBE contract go vailable to facilitate rts detailed below)	e proposer, value of wor of contract work (inclu- into economically feas al. It is the proposer's re e DBE participation as f	rk items as a puding those itedible units to faces rible units to faces responsibility to	percentage of ems normally acilitate DBE demonstrate
	Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

Revised: 02/12/2019

B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. <u>Rejected DBE Proposal Documentation</u>; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. <u>Publication Efforts Made to Advertise the Projects to Solicit DBE Participation</u>; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/ Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and <u>Using DBEs</u>; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

RFP EXHIBIT E-3

r	Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.
[r	Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtainting bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:
r	Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Annual Gross Receipts		Less than \$1 million	Less than \$5 million	Less than \$10 million	Less than \$15 million	☐ More than \$15	million	Age of Firm:yrs.
Phone:	E-mail:							
DBE (Y/N)	DBE Certification ID							
Consultant License No.	DIR Reg Number							
Percentage of Bid Item Sub-consulted								
Agreement Amount								
Type of Work/Services/Materials Provided:	NAICS/WCC							
Prime Name and Location		Prime Proposer:		Contact Name:		Address:		

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							Less than \$1 million Less than \$5 million
Contact Name:			1				Less than \$10 million
Address:							More than \$15 million

1-3643

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EXHIBIT E-4	Age of Firm:yrs.

Annual Gross Receipts		Less than \$1 million	Less than \$5 million	Less than \$10 million	Less than \$15 million	More than \$15	million		Age of Firm:yrs.	Less than \$1 million	Less than \$5 million	Less than \$10 million	Less than \$15 million	☐ More than \$15	million	Age of Firm:yrs.		Less than \$1 million	Less than \$5 million	Less than \$10 million	Less than \$15 million	More than \$15 million
Phone:	E-mail:																					
DBE (Y/N)	DBE Certification ID																					
Consultant License No.	DIR Reg Number																					
Percentage of Bid Item Sub-consulted																						
Agreement Amount																						
Type of Work/Services/Materials Provided:	NAICS/WCC																					
Subconsultant Name and Location		Firm Name:		Contact Name:		Address:				Firm Name:		Contact Name:		Address:				Name:		Contact Name:		Address:

1-3643

EXHIBIT E-4	Age of Firm:yrs.	
		REMENTS.
		DERS LIST REQUI
		ESS TO THE BIDI
		E RESPONSIVEN
	3	O DEMONSTRATE
		NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.
		JSE ADDITIONAL SHE
		NOTE:

EXHIBIT F: RESTRICTIONS ON LOBBYING

CERTIFICATION LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

A. DEFINITIONS

- 1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
- 2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
- 4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- 5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- 6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

- 101(3), Title 37, United States Code.
- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
- d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer of employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
- 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
- 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

- 1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
- 3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

(4) The following agency and legislative liaison activities are

permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

(1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

(2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each

calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I,, hereby o	, hereby certify on behalf (name of bidder/offeror) of		
	that:		
(Firm nam	e)		
1. No Federal appropriated funds have been p any person for influencing or attempting to infl a Member of Congress, an officer or employe of Congress in connection with the awarding Federal grant, the making of any Federal agreement, and the extension, continuation, in Federal contract, grant, loan, or cooperative a	uence an officer of employee of any agency, e of Congress, or an employee of a Member of any Federal contract, the making of any loan, the entering into of any cooperative renewal, amendment, or modification of any		
 If any funds, other than Federal appropriated person for influencing or attempting to influe or employee of any agency, a Member of Col or an employee of a Member of Congress in loan, or cooperative agreement, the undersig Standard Form-LLL, "Disclosure of Lobb instructions. 	nce making lobbying contracts to an officer ngress, an officer or employee of Congress, connection with this Federal contract, grant, ned shall complete and submit the attached		
 If bidder/offeror does not have any reportable box entitled "No Reportable Activities" on the Lobbying Activities" and complete Section 16 and date the form, print his/her name, title an 	attached Standard Form-LLL "Disclosure of of the form. The certifying official shall sign		
 The undersigned shall require that the lang subcontracts, and that all subcontractors sha 	<u> </u>		
This certification is a material representation of factransaction was made or entered into. Submission making or entering into this transaction imposed by person who fails to file the required certification sharms \$10,000 and not more than \$100,000 for each such	on of this certification is a prerequisite for by section 1352, title 31, U.S. Code. Any Ill be subject to civil penalty of not less than		
The bidder/offeror,, of accuracy of each statement of its certification is bidder/offeror understands and agrees that the prothis certification and disclosure, if any.			
Executed this	day of,202		
Ву			
,	(Signature of authorized official)		
	(Title of authorized official)		

RFP 1-3643 EXHIBIT F

NO REPORTABLE ACTIVITIES (Bidder/Offeror required to complete Section 16 below.)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB 003480045

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer application b. initial award c. post-award		3. Report Type: a. initial filing b. material changes For Material Change Only: year quarter date of last report	
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known:		5. If Reporting Entit	ity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional District, <i>if known</i> :		Congressional D	District, if known:	
6. Federal Department/Agency:		7. Federal Program Name/Description:		
		CFDA number, if	f applicable:	
8. Federal Action Number, if known:		9. Award Amount, if known:		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) \$ b. Individuals Performing Services (including address if differ (last name, first name, MI):				
(1	attach Continuation She	et(s) SF - LLL - A if nece	essary)	
11. Amount of Payment (check all that apply): 13. Type of Payment (check all that apply): 14. Amount of Payment (check all that apply): 15. Type of Payment (check all that apply):				
\$ actual	Dianned	☐ b. one-time		
12. Forum of Payment (check all that apply):		☐ c. commissi☐ d. continger		
b. in-kind; specify nature:		e. deferred	nt ree	
value:		f. other spe	ecify:	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:				
(attach Continuation Sheet(s) SF-LLL-A if necessary)				
15. Continuation Sheet(s) SF-LLL-A attached:	Yes	No	<i>,</i>	
1352. This disclosure of lobbying activities is a material representation of fact			_	
upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		Print name:		
		Title:		
		Telephone No:		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	

Approved by OMB 003480045

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
- 7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection for information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB 003480045

Reporting Entity:	Page	of

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EXHIBIT G: SAFETY SPECIFICATIONS

PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR STATE ROUTE 55 IMPROVEMENT PROJECT BETWEEN INTERSTATE 5 AND STATE ROUTE 91

MODIFIED LEVEL 1 AND 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
SPECIFICATIONS FOR RFP 1-3643 PLANS, SPECIFICATIONS, AND ESTIMATES FOR
STATE ROUTE 55 IMPROVEMENT PROJECT BETWEEN INTERSTATE 5 and STATE
ROUTE 91

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 the course of 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 achieved for the safeguard of public and workers.
 - G. INJURY AND ILLNESS PREVENTION PLAN

1. 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.

- 2. 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.
- 3. 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.
- 4. 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.

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

5. Storm Water Pollution Prevention Plan

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

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
 - 4. Incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work.

- 5. Investigations or site visit by a regulatory agency (i.e., Cal-OSHA, DTSC, EPA, SCAQMD, OC Health Care Agency, etc.)
- B. Notification shall be made to Authority Project Manager. An immediate verbal notice shall be communicated to the Authority's Project Manager followed by a written incident investigation report submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final comprehensive written incident investigative report shall be submitted as soon as possible (i.e., 48 hours expectation) and within seven (7) calendar days at the latest. The report shall include the following information. The Current Status of anyone injured, investigation photos of the incident area, photos of the existing conditions and area around the injury/incident scene, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and Management's evaluation of effectiveness, a copy of the task planning documentation, copy of training records (employee, equipment operator, etc.) a copy of the Physician's first report of injury, a copy of Cal/OSHA 300 log of work related injuries and illnesses, a copy of 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 investigation and 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 or as determined by the Authority Project Manager. 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 and the HSEC Department Manager. The serious incident presentation shall include, but not be limited to; 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 the root cause analysis flow chart method, tap-root method, or the fishbone method), evaluation of applicable policies/procedures effectiveness, task communication effectiveness, key management and supervisor oversight, a written detailed recovery plan that identifies corrective actions to prevent a similar incident, and proposed actions to enhance safety culture awareness.
- E. Non-Disclosure Requirement, Contractor is strictly prohibited from giving any information to the news media. In such event, spokespersons for the Authority will manage all media inquiries. Contractor shall provide any information requested from Governmental Entities related to construction accidents. Such information shall also be provided to Authority immediately, as soon as possible.
 - 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. <u>Serious Incident:</u> 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. <u>Significant Near Miss Incident;</u> includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, ear 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.

2.1 ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities preformed.
- C. Copies of orientation documents and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

PART III - SPECIFIC REQUIREMENTS - FIELD SURVEY AND GEOTECHNICAL EXPLORATION

Level 3 Safety Specifications for Field Tasks including Geotechnical Subsurface Activities

3.0 A PROJECT TASK SPECIFIC WORK PLAN AND JOB HAZARD ANALYSIS

A. The Contractor shall develop a site project appropriate task plan that shall include as necessary for this scope: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Task Activity Details, Safe Work Methods, Hazard Identification & Exposure Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Training and Orientation Requirements. A copy of the task plan and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

3.1 DESIGNATED SAFETY REPRESENTATIVE

QUALIFICATIONS – The Contractor shall submit a resume of the designated HSE Representative and a copy of their Professional Certification, to the Authority Project Manager and HSEC Department Manager.

Minimum Requirements,

A certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), Or;
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,

Certification from the American Board of Industrial Hygiene (ABIH)

Certified Industrial Hygienist (CIH)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of seven (7) years of heavy construction or scope agreement experience in administering HSE programs on field project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall have full stop work authority.

The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

The designated HSE Representative shall be available full time or as necessary to be available through the duration of the project, during all field activity the HSE Representative shall be full time on staff and shall have the following duties.

Review Contract Safety Requirements, Contractor's HSE submittals compliant with CCR Title 8 and 22 Standards, IIPP, Substance Abuse Prevention Program, Hazard Communication, Heat Illness Program, Conduct Incident Investigations with photos, Provide complete Incident Reports. During Field Activity Conduct Site field Inspections/Audits, Review JHA's, Monitor SWPPP BMP's, Validate and Copy HAZWOPER Certificates for Project Files, Coordinate Hazardous Waste Manifests, ensure compliance of Waste Hauling Company and Disposal Facilities compliance requirements.

The designated HSE Representative shall develop a Project Safety Plan for the Design Team Staff, office and field activities, ensure the employers IIPP complies with the current Cal/OSHA (CCR Title 8, 3203) standards office and field best practices for highway (freeway) traffic environments.

The designated HSE Representative shall also provide assistance for the design constructability element as necessary for the scope traffic safety review design plans.

An environmental professional that holds a Certified Hazardous Materials Manager (CHMM) certification shall review the subsurface investigation analysis and potential hazardous soils and hazardous waste generation anticipated for assisting in the constructability review of the design plans.

The Contractor shall submit a resume of the professional that holds a Certified Hazardous Materials Manager (CHMM) certification to the Authority Project Manager and HSEC Department Manager,

All hazardous waste activity and generated substances and manifests shall be coordinated with the Authority Health Safety Environmental Compliance department.

Geotechnical field subsurface exploration activity shall require employees to possess a current training certificate in accordance with CCR Title 8, Section §5192. Hazardous Waste Operations and Emergency Response.

Class 3 ANSI reflective safety vests shall be required for field traffic survey and geotechnical exploration scope tasks.

3.2 SITE HSE ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, HAZWOPER, security requirements, and similar project safety requirements.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities preformed.
- C. Copies of orientation documents, JHA's, other HSE documents shall be provided to the Authority Project Manager and the HSEC Manager within 72 hours upon request.

3.3 TRAINING DOCUMENTATION

A. To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within

72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

PART IV - REFERENCES

- A. CCR Title 8 and 22 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH, and Cal-Trans Standards
- D. Construction Industry Institute (CII)
- E. USACE Construction Quality Management Manuel (EM-385-1-1)
- F. California Public Utility Commission (CPUC)
- G. Southern California Air Quality Management District (SCAQMD)
- H. Santa Ana Regional Water Quality Control Board (SARWQCB)

END

RFP 1-3643

EXHIBIT H: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name:					
services as a party of a contract with	dividual or consultant providing engineering and design related a recipient or sub-recipient of Federal assistance. Therefore, the abined with its parent company or subsidiaries.				
Combined Rate	% OR				
Facilities Capital Cost of Money% (if applicable)					
Fiscal period *					

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our
 prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federallyfunded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the
 consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of
 this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in <u>Title 23</u> <u>United States Code (U.S.C.) Section 112(b)(2)</u>; <u>48 CFR Part 31.201-2(d)</u>; <u>23 CFR, Chapter 1, Part 172.11(a)(2)</u>; and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties 23 CFR Part 172.11(c)(4)
- False Claims Act <u>Title 31 U.S.C. Sections 3729-3733</u>
- Statements or entries generally <u>Title 18 U.S.C. Section 1001</u>
- Major Fraud Act <u>Title 18 U.S.C. Section 1031</u>

 All A&E Contract Information: Total participation amount \$	Itant does business is CFR Part 31 is	AHP contracts for Architectural & periods. Caltrans ICR Audit
I, the undersigned, certify all of the above to the b Indirect Cost Rate Schedule to determine that any principles have been removed and comply with <u>Ti</u> all applicable state and federal rules and regulation compliance must be retained by the consultant. It federal and state requirements are not eligible for	y costs which are expressly unall itle 23 U.S.C. Section 112(b)(2), 48 cons. I also certify that I understand thereby acknowledge that costs the section of	lowable under the Federal cost CFR Part 31, 23 CFR Part 172, and and that all documentation of that are noncompliant with the
Name**:	Title**:	
Signature:		n/dd/yyyy):
Email**:	Phone Number**:	
**An individual executive or financial officer of the cons Chief Financial Officer, or equivalent, who has authority		

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K** forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File

2) Copy - Consultant

3) Copy - Caltrans Audits and Investigations

RF	P 1	I - 3	64	13

EXHIBIT I: 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 (TechProposed Agreement			
Reference Section/Exhibit: _		Page/Article No	
Complete Description of Dev	iation or Exception:		
		·	
Rationale for Requesting De	viation or Exception:		
Area Below Reserved for Author	rity Use Only:		
-			





September 13, 2021

To: Members of the Board of Directors

Andrea West, Interim Clerk of the Board North From:

Subject: Contract Change Orders for the Interstate 405 Improvement

Project from State Route 73 to Interstate 605

Regional Planning and Highways Committee Meeting of September 2, 2021

Present: Directors Chaffee, Delgleize, Harper, Hernandez, Muller,

Murphy, and Sarmiento

Director Bartlett Absent:

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- Authorize the Chief Executive Officer to negotiate and execute Α. Contract Change Order No. 101 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$230,838, to remove an encroaching building overhang adjacent to the Magnolia Street northbound on-ramp.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 106 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$925,000, to provide bridge lighting on seven overcrossing bridges.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 107 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$420,000, to provide conduit extensions and pull boxes for future bridge lighting on nine overcrossing bridges.





Committee Recommendations (Continued)

D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 109 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$410,000, to provide full pavement reconstruction to part of the Harbor Boulevard northbound on-ramp.



September 2, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Contract Change Orders for the Interstate 405 Improvement

Project from State Route 73 to Interstate 605

Overview

On November 14, 2016, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-3843 with OC 405 Partners, a joint venture, for the design and construction of the Interstate 405 Improvement Project from State Route 73 to Interstate 605. Contract change orders are needed at this time to compensate OC 405 Partners for additional design and construction efforts related to the removal of an encroaching building overhang adjacent to the Magnolia Street northbound on-ramp, to provide bridge lighting on seven overcrossing bridges, to provide electrical conduit extensions and pull boxes at nine overcrossing bridges for future bridge lighting, and for pavement reconstruction at the Harbor Boulevard northbound on-ramp.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 101 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$230,838, to remove an encroaching building overhang adjacent to the Magnolia Street northbound on-ramp.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 106 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$925,000, to provide bridge lighting on seven overcrossing bridges.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 107 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$420,000, to provide conduit extensions and pull boxes for future bridge lighting on nine overcrossing bridges.

D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 109 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$410,000, to provide full pavement reconstruction to part of the Harbor Boulevard northbound on-ramp.

Discussion

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

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

The recommended contract change orders (CCO) are described in more detail below.

Encroaching Building Overhang at Magnolia Street Northbound On-Ramp

In accordance with the contract documents, OC405 is required to reconstruct the Magnolia Street on-ramp to northbound I-405. The on-ramp is directly adjacent to a building located at 16575-16595 Magnolia Street, referred to as the "Sit n' Sleep" property in the City of Westminster. As part of the Project, OCTA acquired the surface rights to this property, including the building. A small portion of the building's roof and overhang encroaches into the area where the new on-ramp has been constructed. The overhang directly conflicts with improvements to the noted on-ramp and must be removed to safely operate the new on-ramp. OCTA directed OC405 to remove the conflicting overhang and dispose of the waste, including asbestos-containing hazardous materials. The additional work was not anticipated in the original scope of work and a CCO is now needed, in the amount of \$230,838, for OC405 to comply with this directive.

Overcrossing Bridge Lighting

In accordance with the contract documents, OC405 is required to reconstruct seven overcrossing bridges in the City of Fountain Valley (City) over the I-405 freeway. OC405 is also required to install conduit and pedestals for future lighting on the bridges. As part of significant schedule mitigations that were implemented in the City, the City requested OCTA to install the lighting systems onto the bridges as part of the Project. The noted schedule mitigations agreed to by the City saved significant time on the overall Project schedule. OCTA agreed with the request to install the lighting systems and issued a directive letter to OC405 to design and install lighting systems on each of the seven bridges. A CCO is now needed, in the amount of \$925,000, for OC405 to comply with this directive.

Electrical Conduit Extensions

In accordance with the contract documents, OC405 is required to reconstruct several overcrossing bridges in the cities of Huntington Beach and Westminster. Each bridge is to include conduit and pedestals for future lighting systems. The design of nine bridges and approaches included retaining walls and barriers immediately adjacent to the bridge abutments that would have required significant reconstruction at a later date to install future conduit to connect the bridge lighting systems to a power source. The agreement did not require extension of the conduits beyond the bridge. To avoid future reconstruction of the retaining walls and barriers, OCTA issued a directive to OC405 to include conduit extensions and pull boxes along the approach to the overcrossings. A CCO is now needed, in the amount of \$420,000, for OC405 to comply with this directive.

Harbor Boulevard Northbound On-Ramp Pavement

In accordance with the contract documents, OC405 is required to design and reconstruct the Harbor Boulevard northbound I-405 on-ramp to a specific location where the newly built ramp would join the existing ramp pavement. OC405 designed the ramp alignment to join the existing pavement approximately 200 feet from the on-ramp bridge. This design, although compliant with the contract documents, would have resulted in leaving a segment of old pavement in poor condition. The agreement did not require OC405 to reconstruct this segment of the ramp pavement, and OCTA issued a directive letter to design and reconstruct this remaining piece of the ramp to be consistent with the remainder of the ramp. A CCO is now needed, in the amount of \$410,000, for OC405 to comply with this directive.

Procurement Approach

The procurement was handled in accordance with the best-value selection process authorized by AB 401 (Chapter 586, Statutes of 2013) for design-build (DB) projects, and with OCTA's Board-approved procedures for public works projects, which conform to both federal and state requirements.

On November 14, 2016, the Board authorized Agreement No. C-5-3843 with OC405, in the amount of \$1,217,065,000, for the design and construction of the Project through a DB contract.

Proposed CCO No. 101, in the amount of \$230,838, will provide compensation to OC405 for additional efforts to remove an encroaching building overhang adjacent to the Magnolia Street northbound on-ramp.

Proposed CCO No. 106, in the amount of \$925,000, will provide compensation to OC405 for additional design and construction necessary to provide bridge lighting on seven overcrossing bridges.

Proposed CCO No. 107, in the amount of \$420,000, will provide compensation to OC405 for additional design and construction necessary to provide conduit extensions and pull poxes for future bridge lighting on nine overcrossing bridges.

Proposed CCO No. 109, in the amount of \$410,000, will provide compensation to OC405 for additional design and construction necessary to provide full pavement reconstruction to part of the Harbor Boulevard northbound on-ramp.

The four CCOs will increase the cumulative value of the contract by a total of \$1,985,838. Attachment A lists the CCOs that have been executed to date, and the CCOs that are pending execution with OC405.

Fiscal Impact

Funding for this work was approved in OCTA's Fiscal Year 2021-22 Budget, Capital Programs Division, account nos. 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. 101, 106, 107, and 109 are funded from the project contingency and are not anticipated to increase the total project estimate of \$2.08 billion.

Summary

Staff recommends the Board authorize the Chief Executive Officer to negotiate and execute CCO No. 101 to Agreement No. C-5-3843 with OC405, in the amount of \$230,838, CCO No. 106 to Agreement No. C-5-3843 with OC405, in the amount of \$925,000, CCO No. 107 to Agreement No. C-5-3843 with OC405, in the amount of \$420,000, and CCO No. 109 to Agreement No. C-5-3843 with OC405, in the amount of \$410,000, for additional design and construction efforts.

Attachment

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

Prepared by:

Jeff Mills, P.E.

Senior Program Manager

(714) 560-5925

Pia Veesapen

Director, Contracts Administration and

Materials Management

Ti-Vena Pen

(714) 560-5619

Approved by:

James G. Beil, P.E.

Executive Director, Capital Programs

In SPRI

(714) 560-5646

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

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
001	Technical Provisions – Execution Version	Approved	6/14/2017	\$0.00
002	Notice to Proceed No. 1 Payment Cap Increase and Substantial Completion Deadline Modifications	Approved	6/21/2017	\$0.00
003	Extra Maintenance Work (Provisional Sum)	Approved	7/28/2017	\$200,000.00
003.1	Amendment to Change Order to Add Additional Funds for Extra Maintenance Work	Approved	10/2/2018	\$200,000.00
003.1.1	Provisional Sum for Extra Maintenance Work-Unilateral	Approved	10/10/2019	\$400,000.00
003.1.2	Supplemental Extra Maintenance Work	Approved	1/16/2020	\$350,000.00
003.1.3	Supplemental Extra Maintenance Work	Approved	8/4/2020	\$350,000.00
003.2	Additional Extra Maintenance Work	Approved	12/22/2020	\$500,000.00
003.2.1	Extra Maintenance Work (Supplemental)	Approved	3/19/2021	\$500,000.00
004	Design-Builder Personnel Changes (Appendices 7 and 23)	Approved	12/20/2017	\$0.00
005	Dispute Review Board (Provisional Sum)	Approved	9/13/2017	\$50,000.00
005.1	Increase in Provisional Sum per Contract Section 19.4 Disputes Board	Approved	7/1/2019	\$50,000.00
006	Partnering (Provisional Sum)	Approved	9/13/2017	\$50,000.00
006.1	Partnering per Contract Section 19.1	Approved	7/1/2019	\$50,000.00
007	Implementation of California Department of Transportation (Caltrans) Guidance on Six-Inch Wide Longitudinal Traffic Lines and Non-Reflective Raised Pavement Markers	Approved	3/15/2018	\$0.00
008	Collection and Disposal of Unknown Hazardous Materials (Provisional Sum)	Approved	9/13/2018	\$100,000.00
008.1	Supplemental Unknown Hazardous Materials	Approved	9/11/2019	\$100,000.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
008.2	Supplemental Unknown Hazardous Materials	Approved	11/25/2019	\$250,000.00
008.2.1	Supplemental Unknown Hazardous Materials	Approved	3/11/2020	\$150,000.00
008.3	Supplemental Unknown Hazardous Materials	Approved	5/4/2020	\$500,000.00
008.3.1	Supplemental for Additional collection and disposal of Unknown Hazardous Materials	Approved	11/2/2020	\$500,000.00
009	Repair of Caltrans' Fiber Optic Line	Approved	5/16/2018	\$31,753.69
010	Five Project Funding Identification Signs (Provisional Sum)	Approved	7/2/2018	\$32,644.25
011	Revised Right-of-Way (ROW) Availability Date of Caltrans Parcel No. 102919 Used by Mike Thompson's RV Super Store	Approved	6/28/2018	\$0.00
012	Credit to 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

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
019	Brookhurst Street Overhead Sign Location Redesign	Approved	1/25/2019	\$11,484.00
020	Differing Site Conditions – Pavement Thickness at Magnolia	Approved	1/29/2019	\$4,095.00
021	Polymer Fibers in All Concrete Bridge Decks	Approved	3/19/2019	\$1,463,020.00
022	Temporary Construction Easement Reduction at La Quinta	Approved	3/19/2019	\$85,573.00
023	Updated FastTrack Logos (Unilateral)	Approved	2/21/2019	\$20,532.00
024	Express Lanes Channelizers	Approved	3/12/2019	\$122,778.00
025	Stainless Steel Inserts at Fairview Road Overcrossing	Approved	3/12/2019	-\$9,293.00
026	OCTA PlanGrid Software Licenses	Approved	3/28/2019	\$35,994.00
026.1	Supplemental for OCTA PlanGrid Software Licenses	Approved	9/11/2019	\$8,570.00
026.2	Additional PlanGrid Software Licenses	Approved	3/8/2021	\$46,278.00
027	Utility potholing on Milton Avenue	Approved	9/12/2019	\$61,731.87
027.1	Electrical Infrastructure Work at Milton Avenue	Approved	1/16/2020	\$278,282.28
028	Mesa Water District 12-inch Water Line (CN-1127)	Approved	5/7/2019	\$208,600.00
029	Magnolia Loop Ramp CMS Deletion	Approved	5/15/2019	-\$74,319.00
030	Motel 6 Sound Wall 791 Elimination	Approved	5/15/2019	-\$130,000.00
031	Sound Wall 956 Reduction	Approved	5/22/2019	-\$30,000.00
033	Edinger Channel Pavement Rehabilitation	Approved	7/30/2019	\$176,465.00
034	Chevron and Crimson Utility Relocation at Goldenwest Crossing	Approved	8/2/2019	\$75,000.00
034.1	Chevron and Crimson Utility Relocation Support	Approved	12/31/2019	\$12,018.00
034.2	Chevron and Crimson Goldenwest Relocation Assistance	Approved	2/18/2020	\$110,000.00
034.3	Chevron and Crimson Goldenwest Relocation Assistance	Approved	8/4/2020	\$10,982.00
034.4	Chevron and Crimson Goldenwest Relocation Assistance	Approved	9/21/2020	\$300,000.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
035	Incompatible Specifications – Adjacent to Continually Reinforced Concrete Pavement	Approved	6/26/2019	\$2,900,557.00
036	Minor Construction Support for Dry Utilities	Approved	5/11/2020	\$100,000.00
037	Sound Wall 375 Protect in Place	Approved	6/4/2019	\$200,000.00
040	High Density Polyethylene in Lieu of Reinforced Concrete Pipe	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	Approved	1/7/2020	\$12,908.42
045	Water Line Betterments (CN 1012 & 6044) at Warner Avenue	Approved	10/12/2019	\$256,244.00
046	Additional Water Lines at Brookhurst Street and Talbert Avenue in the City of Fountain Valley	Approved	12/5/2019	\$389,878.00
047	Additional Water Line Valves for the City of Fountain Valley	Approved	12/5/2019	\$266,828.00
048	Temporary Construction Easement Reduction at Sit n' Sleep (CPN 103026)	Approved	10/17/2019	\$129,243.00
049	Beach 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
051	Exercising Water Valves for the City of Fountain Valley	Approved	1/16/2020	\$50,000.00
052	McFadden Avenue Interconnect Between Beach Boulevard and Sugar Drive	Approved	11/14/2019	\$0.00
053	Traffic Signal Modification at Beach and McFadden	Approved	11/14/2019	-\$128,118.00
054	Differing Site Conditions – 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	Archaeological Treatment Plan	Approved	6/4/2020	\$200,000.00

Contract Change	Title	Status	Date Executed	Cost
Order (CCO) No.				
057.1	Archaeological Treatment Plan	Approved	7/9/2020	\$500,000.00
057.1.1	Archaeological and Native American Monitors at Goldenwest Street and Bolsa Avenue (Supplemental)	Approved	8/27/2020	\$500,000.00
057.1.2	Supplemental Environmental Monitoring at Bolsa Overcrossing	Approved	10/30/2020	\$300,000.00
057.2	Archaeological Treatment Plan and Native American Monitoring	Approved	3/4/2021	\$500,000.00
057.2.1	Additional Archaeological and Native American Monitoring Treatment Plan	Approved	7/12/2021	\$500,000.00
058	Biological Monitoring Naval Weapons Station (Unilateral)	Approved	6/29/2020	\$50,000.00
058.1	Biological Monitor at Naval Weapon Station Seal Beach	Approved	12/10/2021	\$50,000.00
059	Pavement Limits for Beach Boulevard and Edinger Avenue	Approved	2/18/2020	\$33,573.00
060	Heil Pedestrian Overcrossing and Switchback Ramp (Unilateral)	Approved	2/25/2020	\$1,044,927.00
061	Plant Establishment Period	Approved	2/26/2020	\$1,600,000.00
062	Senate Bill 1: Diesel Fuel Sales Tax Rate Increase	Approved	3/9/2020	\$1,764,164.64
063	Bracing for Southern California Edison Power Poles at CN 2012	Approved	3/5/2020	\$169,770.00
064	City Sales and Use Tax Increases (Unilateral)	Approved	4/22/2020	\$28,657.00
065	Traffic Studies to Analyze Schedule Mitigation	Approved	4/22/2020	\$70,854.00
066	Combined Authority-accepted Extra Work	Approved	5/14/2020	\$18,826.00
067	Southern California Edison Conduit at Heil Avenue	Approved	5/14/2020	\$109,219.00
068	Archaeological Monitoring for all Ground disturbing activities at Naval Weapons Station	Approved	8/27/2020	\$100,000.00
068.1	Archaeological and Native American Monitors at Naval Weapon Station Seal Beach	Approved	12/10/2021	\$100,000.00
068.2	Lighting Management System Specifications	Approved	5/26/2021	\$75,000.00
069	Drainage System 757 Access	Approved	5/14/2020	\$60,374.00
070	Amendments to Contract Sections 19.3.4 and 19.5.2 No Cost	Approved	5/19/2020	\$0.00
071	Union Pacific Railroad Flagging Costs	Approved	6/13/2020	\$200,000.00

Contract Change Order	Title	Status	Date Executed	Cost
(CCO) No. 072	SCE and Frontier Electrical Infrastructure	Approved	5/19/2020	\$1,843,329.00
072	Work at Almond Avenue	Approved	5/19/2020	\$1,043,32 3 .00
073	Shadow Striping on Portland Cement Concrete Pavement	Approved	4/19/2021	\$200,000.00
074	Combined Authority Accepted Extra Work (PCOs 169 and 122G)	Approved	7/7/2020	\$6,965.39
075	Bushard Pile Conflict with Existing Piles	Approved	7/21/2020	\$28,867.00
076	Combined Authority Accepted Extra Work (PCOs 180 and 183)	Approved	9/16/2020	\$12,981.02
077	Toll Rate Changeable Message Signs (CMS)	Approved	9/8/2020	\$146,031.00
078	Parking Lot Improvements at United States Postal Service Property	Approved	10/27/2020	\$537,436.00
079	Extension of the Third Westbound Lane on Talbert Avenue to Cashew Street	Approved	12/2/2020	\$270,528.00
080	Temporary Bypass Waterline for the Goldenwest Street Bridge Phase 2	Approved	10/30/2020	\$579,604.00
081	Oceanview Channel Damaged Existing RCB	Approved	11/5/2020	\$59,806.16
082	Existing Buried Shoring Removal at Bella Terra Near RW 895 (Unilateral)	Approved	11/10/2020	\$19,637.23
083	Combined Authority Accepted Extra Work No. 4 (PCOs 237 and 258)	Approved	12/23/2020	\$7,963.82
084	Revised K-Rail Placement at Bolsa Chica Boulevard	Approved	12/23/2020	\$74,185.84
085	Modified Pavement Overlay for the City of Fountain Valley	Approved	12/15/2021	\$107,180.00
086	Global Settlement	Approved	12/17/2021	\$157,000,000.00
087	Retaining Wall 906 SCE Pole at Sugar Drive	Approved	3/30/2021	\$133,159.89
088	Valves at Corta Bella Apartments	Approved	3/17/2021	\$18,310.07
089	Unavailable Electrical Specifications	Approved	5/12/2021	\$578,348.00
090	Bolsa Chica Community Wall	Approved	5/12/2021	\$867,349.00
091	Traffic Signal Equipment at Multiple Intersections	Approved	5/12/2021	\$418,620.00
092	Protect Existing Facilities at Senior Center	Approved	5/12/2021	\$995,000.00
093	Shell Driveway at Brookhurst and Talbert	Approved	4/26/2021	\$4,489.12
094	Shiffer Park Fence Replacement	Approved	4/27/2021	\$54,818.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
097	Combined Authority Accepted Extra Work (PCOs 263 and 274)	Approved	5/26/2021	\$43,898.43
098	Drainage System 387 and 356 Maintenance Access	Approved	5/26/2021	\$125,000.00
099	SR-22 and Garden Grove Boulevard Intersection Improvements	Approved	7/12/2021	\$470,000.00
100	Cultural Discoveries at Bixby Channel	Approved	7/7/2021	\$200,000.00
101	Sit 'n Sleep Overhang Removal	Pending		\$230,838.00
102	City of Fountain Valley Additional Traffic Signal Cabinet and Controller	Approved	7/1/2021	\$52,252.00
106	Bridge Lighting on Seven Overcrossing Bridges	Pending		\$925,000.00
107	Conduit Extensions and Pull Boxes for Future Bridge Lighting on Nine Overcrossing Bridges	Pending		\$420,000.00
109	Harbor North Bound On-Ramp Pavement Limits	Pending		\$410,000.00

Original Contract Price Contingency Fund Total Contract Allotment	\$1,217,065,000.00 <u>\$241,959,728.00</u> \$1,459,024,728.00
Subtotal Approved CCOs	\$1,459,024,728.00
Subtotal Pending CCOs Total CCOs	\$1,985,838.00 \$197,247,030.88
Proposed Revised Contract Price Remaining Contingency Fund	\$1,414,312,030.88 \$44,712,697.12
Remaining Contingency Fund	Ψ++,112,001.12





September 13, 2021

Members of the Board of Directors To:

Andrea West, Interim Clerk of the Board North From:

Subject: Amendment to Agreement for Additional Design Services for the

State Route 55 Improvement Project Between Interstate 405 and

Interstate 5

Regional Planning and Highways Committee Meeting of September 2, 2021

Present: Directors Chaffee, Delgleize, Harper, Hernandez, Muller,

Murphy, and Sarmiento

Director Bartlett Absent:

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-7-1719 between the Orange County Transportation Authority and WKE, Inc., in the amount of \$563,183, for additional design services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$19,867,709.



September 2, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for Additional Design Services for the

State Route 55 Improvement Project Between Interstate 405 and

Interstate 5

Overview

On September 11, 2017, the Orange County Transportation Authority Board of Directors authorized an agreement with WKE, Inc., for the preparation of plans, specifications, and estimates for the State Route 55 Improvement Project between Interstate 405 and Interstate 5. An amendment to the existing agreement is required for additional design services.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-7-1719 between the Orange County Transportation Authority and WKE, Inc., in the amount of \$563,183, for additional design services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$19,867,709.

Discussion

The State Route 55 (SR-55) Improvement Project between Interstate 405 (I-405) and Interstate 5 (I-5) (Project) is part of Project F in the Measure M2 (M2) freeway program. The updated Next 10 Delivery Plan, adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in April 2021, identified the Project as one of the M2 freeway projects to be completed by 2026. The Project will add general purpose and high-occupancy vehicle lanes in each direction between I-405 and I-5, and will also add auxiliary lanes between interchanges.

At the December 2 and December 3, 2020, California Transportation Commission (CTC) meeting, the CTC awarded OCTA \$140,000,000 in competitive SB 1 (Chapter 5, Statues of 2017) funds. On January 11, 2021, the Board authorized staff to accept the funds for the project construction phase. The required applications for the competitive funds included the project schedule that shows construction to begin in mid-2022. The plans, specifications, and estimates (PS&E) are currently being finalized, so the construction bid package can be prepared and then advertised for construction bids in December 2021.

Additional project scope has been identified, which requires further effort to complete the design on schedule. An amendment to the project design contract is recommended for the following additional services:

Roadway Design

- The California Department of Transportation (Caltrans) requested additional freeway safety lights with electrical conduits to be included along southbound SR-55 adjacent to Ritchey Street. Modifications to the concrete barrier design are required to allow the lights to be mounted on the barrier.
- The City of Santa Ana requested architectural imprints to be designed and added on two large retaining walls and concrete median barriers to enhance the aesthetics of these project elements. Adding aesthetics to project elements is common.
- The Design Standard Decision Document is a report that supports exception decisions for Caltrans design standards. After the report was submitted for signatures, Caltrans required additional documentation for other facilities within the Caltrans right-of-way (ROW). Additional review comments were also provided that require resolution and report modifications.

Utility Relocation Design and Coordination

- Significant coordination effort is required with various utility companies, including MCI, Southern California Edison (SCE), Southern California Gas Company (SCGC), and Irvine Ranch Water District (IRWD) to assist with the relocation design and ensure that relocated utilities do not conflict with Project improvements.
- MCI, SCE, SCGC, and IRWD have utilities that must be relocated prior to the start of freeway construction. The advanced utility relocation work will ensure that these facilities will not interfere with nor delay the freeway construction. Oversight of the four utility companies is

- necessary to ensure that relocation work is performed in accordance with the approved utility plans.
- Several utilities, located within local arterials within Caltrans ROW and interchange access control, require documentation to remain within the access control. The utility encroachment exception permit and documentation involve extensive coordination with Caltrans and utility companies.

Design Survey

- Oversight of the advance utility relocations includes field staking of the relocated utility alignments to ensure that relocation work was performed in accordance with the approved utility plans.
- At the request of three property owners that are impacted by the Project, the limits of fee acquisitions and temporary construction easements are staked on the properties for visual locations.
- Revised survey data on legal descriptions and plats were necessary as part of the ROW acquisition effort for ten parcels.

Environmental Services

- The Project includes the widening of four freeway undercrossing bridges, which are common roosting locations for bats. Approximately one year prior to the start of construction, field surveys and identification of any bat habitat, along with mitigation measures, must be documented in a report. Based on the project schedule and environmental procedures, an additional bat survey is required.
- Bird surveys are also required to identify nesting of endangered species. The surveys will be conducted seven days prior to the start of construction

Procurement Approach

This procurement was handled in accordance with OCTA's Board-approved procedures for architectural and engineering services which conform to both state and federal laws. The original firm-fixed price agreement was issued on February 5, 2018, in the amount of \$16,891,455, for the preparation of project PS&E. The agreement was amended previously as shown in Attachment A. It has become necessary to amend the existing agreement to include additional design services so that the design can be finalized on schedule.

OCTA staff negotiated the required level of effort with WKE, Inc. to provide the additional design services as described above. OCTA found WKE, Inc.'s price proposal, in the amount of \$563,183, to be fair and reasonable relative to the negotiated level of effort. Proposed Amendment No. 7 to Agreement No. C-7-1719 will increase the total contract value to \$19,867,709.

Fiscal Impact

Funding for the Project is included in OCTA's Fiscal Year 2021-22 Budget, Capital Programs Division, Account No. 0017-7519-FF101-0KU, and is funded with M2 funds.

Summary

Staff requests Board of Directors' approval to authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-7-1719 between the Orange County Transportation Authority and WKE, Inc., to increase funding, in the amount of \$563,183, for additional design services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

Attachment

A. WKE, Inc., Agreement No. C-7-1719 Fact Sheet

Prepared by:

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

Pia Veesapen
Director, Contracts Administration and

Materials Management

(714) 560-5619

Approved by:

James G. Beil, P.E.

Executive Director, Capital Programs

In SPRI

(714) 560-5646

WKE, Inc. Agreement No. C-7-1719 Fact Sheet

- 1. September 11, 2017, Agreement No. C-7-1719, \$16,891,455, approved by the Board of Directors (Board).
 - The agreement was executed on February 5, 2018, to prepare plans, specifications, and estimates (PS&E) for the State Route 55 (SR-55) Improvement Project between Interstate 405 and Interstate 5 (Project).
- 2. June 10, 2019, Amendment No. 1 to Agreement No. C-7-1719, \$248,784, approved by the Contracts Administration and Materials Management (CAMM) Department.
 - Additional project management for coordination with California Department of Transportation (Caltrans) District 12 and Orange County Flood Control District.
 - Assistance to Caltrans design for the identification of new and modified design exceptions.
 - Design of a non-standard retaining wall.
 - Right-of-way (ROW) design support.
- 3. November 18, 2019, Amendment No. 2 to Agreement No. C-7-1719, \$248,925, approved by the CAMM Department.
 - Additional surveying to resolve aerial mapping.
 - Environmental re-validation for geometric refinements, including supplemental reports to six environmental technical studies.
 - Pressure reducing station site investigation, feasibility study, and coordination with City of Santa Ana.
- 4. December 9, 2019, Amendment No. 3 to Agreement No. C-7-1719, \$1,219,977, approved by the Board.
 - ROW requirement parcels and letters, coordination with Caltrans, and development of temporary construction easement documents.
 - Design services for Lane Channel reconstruction.
 - Pressure reducing station design, coordination with City of Santa Ana, and development of utility encroachment exception for two utility facilities.
 - Electrical design for new signalized intersection and fiber optic upgrade.
 - Development of environmental permit packages and bat study.
 - Development of Design Standard Decision Document (DSDD) and geotechnical exploration services to support Caltrans.
- 5. April 27, 2020, Amendment No. 4 to Agreement No. C-7-1719, \$249,878, approved by the CAMM Department.
 - Freeway ramp pavement analysis and justification.
 - Design modification to Lane Channel to address maintenance and minimize ROW requirement, including hydraulic calculations.
 - Two additional utility encroachment exception requests to Caltrans.

- 6. September 16, 2020, Amendment No. 5 to Agreement No. C-7-1719, \$198,957, approved by the CAMM Department.
 - Preparation of legals and plats for street improvements, Lane Channel access ramps, Southern California Edison relocations, Ricoh building, and seven sub-parcels.
 - Additional design at the Santa Ana pressure reducing station to address radio repeater panel and landscaping with irrigation.
 - Four environmental permit coordination and applications to three agencies.
 - Construction support services for the Santa Ana pressure reducing station.
- 7. March 3, 2021, Amendment No. 6 to Agreement No. C-7-1719, \$246,550, approved by the CAMM Department.
 - Additional project management services.
 - Development of three geometric alternatives for the northbound auxiliary lane between Dyer Road and Edinger Avenue.
 - Additional traffic analysis for the three geometric alternatives.
 - One additional and five modifications to utility encroachment exception permits.
 - Modifications to the landscaping and irrigation plans as required by Caltrans.
- 8. September 13, 2021, Amendment No. 7 to Agreement No. C-7-1719, \$563,183, pending Board approval.
 - Additional freeway safety lighting with electrical conduits and modified concrete barrier.
 - Architectural imprints on two large retaining walls and concrete median barriers.
 - Revision to the DSDD for additional facilities and to address multiple new comments.
 - Coordination with four utility companies for relocation design and oversight of relocation work.
 - Utility encroachment exception permit for Caltrans and utility companies.
 - Field staking for advance utility relocation work.
 - Field staking for ROW requirements at three properties.
 - Revisions to survey data on legals and plats for ten parcels.
 - Bat surveys one year prior to the start of construction.
 - Bird surveys seven days prior to the start of construction.

Total funds committed to WKE, Inc. after approval of Amendment No. 7 to Agreement No. C-7-1719: \$19,867,709.





September 13, 2021

To: Members of the Board of Directors

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

Subject: Environmental Mitigation Program Endowment Fund

Investment Report for June 30, 2021

Finance and Administration Committee Meeting of September 8, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, Jones, and

Muller

Absent: Director Harper

Committee Vote

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

Committee Recommendation

Receive and file as an information item.



September 8, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Environmental Mitigation Program Endowment Fund Investment

Report for June 30, 2021

Overview

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

Recommendation

Receive and file as an information item.

Background

On September 26, 2016, the Board of Directors approved the selection of the California Community Foundation (CCF) as an endowment fund manager for the Measure M2 Freeway Environmental Mitigation Program. Annually, approximately \$2.9 million will be deposited in the endowment. These annual deposits are expected over a ten to 12-year period, or until the fund totals approximately \$46.2 million. As of June 30, 2021, the Orange County Transportation Authority (OCTA) has made five deposits to the CCF Endowment Pool, each in the amount of \$2,877,000.

Discussion

Per Attachment A, as of June 30, 2021, total pool assets in the CCF Endowment Pool were \$1.38 billion. Total foundation assets were \$2.62 billion. Performance for the CCF Endowment Pool was slightly below the benchmark in the short-term horizon of up to three years and exceeded the benchmark in the five-, ten-, and 20-year time periods. Based on CCF's performance to date, OCTA remains on track to meet the endowment target of \$46.2 million in fiscal year (FY) 2028.

Per Attachment B, the balance as of June 30, 2021, was \$19,181,289. The balance is above the FY 2021 target of \$16,323,789. Global equity performance was strong in the quarter driven by the United States and Europe where the vaccine rollouts moved closer to herd immunity facilitating more expansive economic reopenings. Countries that are reopening more slowly have not performed as well, notably in emerging markets. Diversification, asset allocation, and appropriate sizing of underlying investments in the endowment portfolio are the main methods to protect the portfolio from outsized volatility.

Summary

The Orange County Transportation Authority is submitting a copy of the California Community Foundation Investment Report to the Board of Directors. The report is for the quarter ending June 30, 2021.

Attachments

- A. California Community Foundation Endowment Pool Investments June 2021
- B. California Community Foundation Fund Statement 4/1/2021 6/30/2021

Prepared by:

Robert Davis Department Manager, Treasury and Public Finance 714-560-5675 Andrew Oftelie Chief Financial Officer Finance and Administration 714-560-5649

Approved by:





Endowment Pool June 2021

INVESTMENTS

The Endowment Pool returned 0.9% for the month of June 2021, 10 basis points behind its benchmark. For the trailing year, the pool returned 25.6%, 150 basis behind its benchmark.

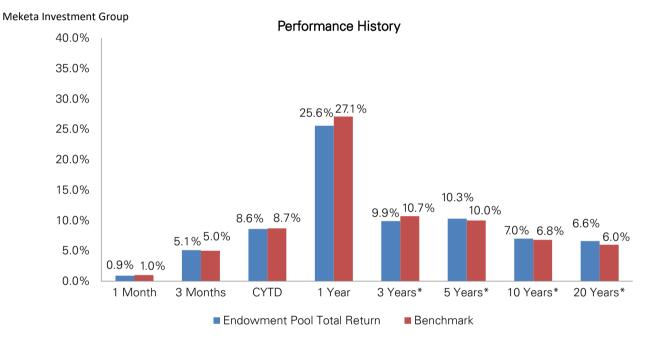
Total Pool Assets

\$1.38 billion (Endowment Pool), \$2.62 billion (total foundation assets) as of June 30, 2021.

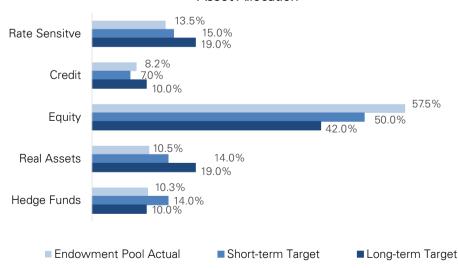
Pool Objective

Preserve the real (i.e., inflation-adjusted) purchasing power of the investment pool net of annual distributions for grants and expenses. An additional objective is to provide a relatively predictable, stable stream of distributions for grants and expenses that keep pace with inflation over time.

Investment Consultant







^{*}Represents annualized returns.

¹⁾ Investment expense ratio approximates 0.64%, excluding fund manager incentive fees.

²⁾ Investment performance is presented net of investment expenses, including fund manager incentive fees.

³⁾ Total Fund Benchmark is a combination of: 48% MSCI ACWI - 2% Cambridge PE Index 1-Qtr Lag / 14% HFR FOF / 5% ODCE - 5% S&P Global Large Mid NR - 4% S&P Global Infrastructure / 9% Barc Agg. - 3% Barc 1-5 Yr. Gov/Cr - 3% Barc 0-5 Yr. US Treasury TIPs / 2% Barc High Yield - 2% S&P/LSTA Leveraged Loan - 3% JP Morgan EMBI Global Diversified.

ATTACHMENT B



Fund Name OCTA - Measure M2 Environmental

Mitigation Program Fund

Fund Start Date 2/28/2017

Investment Pool(s) Endowment Pool

FUND STATEMENT

OCTA - Measure M2 Environmental Mitigation Program Fund (V398)

4/1/2021 - 6/30/2021

Fund Summary

	Report Period 4/1/2021 - 6/30/2021	Calendar YTD 1/1/2021 - 6/30/2021
Opening Fund Balance	\$18,216,874.46	\$17,664,005.59
Contributions	0.00	0.00
Investment Activity, net	964,414.18	1,560,880.51
Administration & Grant Management Fees	0.00	(43,597.46)
Net Changes to Fund	964,414.18	1,517,283.05
Ending Balance	\$19,181,288.64	\$19,181,288.64

Investment Pool Performance as of 6/30/2021

	This Qtr.	1-Year	3-Years	5-Years	10-Years
Endowment Pool	5.1%	25.6%	9.9%	10.3%	7.0%
Social Impact Endowment Pool	6.0%	24.8%	13.9%	11.7%	8.5%
Conservative Balanced Pool	2.7%	12.5%	8.0%	6.7%	n/a
Short Duration Bond Pool	-0.3%	0.3%	3.6%	2.1%	n/a
Capital Preservation Pool	0.1%	0.2%	1.5%	1.2%	0.7%

Endowment Pool - invested for long-term growth and appreciation while providing a relatively predictable stream of distributions that keeps pace with inflation over time. The target asset allocation is 50% equities, 14% hedge funds, 22% fixed income and 14% real assets. Investment management fees are 66 basis points.

Social Impact Endowment Pool - invested in a diversified pool aiming for capital growth for long-term grantmaking; underlying instruments undergo rigorous environmental and social analysis, with an asset allocation of approximately 60%-75% equities and 25%-40% fixed income. Investment management fees are 68 basis points.

Conservative Balanced Pool - designed to aim for moderate growth and to offer diversified exposure to the U.S. equity market and to investment grade fixed income with maturities from one to five years and an asset allocation of 70% fixed income and 30% equities investments. Investment management fees are 9 basis points.

Short Duration Bond Pool - invested to offer diversified exposure to investment grade fixed income with maturities from one to five years for the purposes of grants over a near-term one to four year horizon. Investment management fees are 5 basis points.

Capital Preservation Pool - designed to preserve principal and provide liquidity for present grantmaking needs through investment in short-term fixed income and cash instruments. Investment management fees are 10 basis points.





September 13, 2021

To: Members of the Board of Directors

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

Subject: Bond Anticipation Notes (Interstate 405 Improvement Project),

Series 2021 Approval of Standby Bond Purchase Agreement

Finance and Administration Committee Meeting of September 8, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, Jones, and

Muller

Absent: Director Harper

Committee Vote

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

Committee Recommendations

- A. Adopt Resolution No. 2021-077 authorizing the execution and delivery of a Standby Bond Purchase Agreement to facilitate the issuance of Bond Anticipation Notes by the Orange County Transportation Authority.
- B. Authorize staff to take all other actions necessary in connection with the execution and delivery of said Standby Bond Purchase Agreement.



September 8, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Bond Anticipation Notes (Interstate 405 Improvement Project),

Series 2021 Approval of Standby Bond Purchase Agreement

Overview

To facilitate the issuance of Bond Anticipation Notes by the Orange County Transportation Authority, authorization is required by the Orange County Local Transportation Authority for the execution and delivery of a Standby Bond Purchase Agreement.

Recommendations

- A. Adopt Resolution No. 2021-077 authorizing the execution and delivery of a Standby Bond Purchase Agreement to facilitate the issuance of Bond Anticipation Notes by the Orange County Transportation Authority.
- B. Authorize staff to take all other actions necessary in connection with the execution and delivery of said Standby Bond Purchase Agreement.

Background

On October 26, 2020, the Orange County Transportation Authority (OCTA) Board of Directors (Board) authorized staff to pursue a rate reset on its 2017 Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan that supports the Interstate 405 (I-405) Improvement Project to achieve debt service savings. It was also determined that additional debt service savings could be realized if OCTA pursued short-term interim financing during the construction period instead of immediately drawing on the TIFIA loan. On June 14, 2021, the Board approved the issuance of Bond Anticipation Notes (I-405 Improvement Project), Series 2021 (2021 BANs) as a short-term interim financing to support the construction of the I-405 Improvement Project, and the selection of an underwriting team. Prior to execution of the transaction, staff was directed to return to the Board for approval of the financing documents required to execute the closing of the transaction.

Discussion

The United States Department of Transportation Build America Bureau Credit Programs Office (Bureau) has provided OCTA with an anticipated closing date of September 9, 2021, to reset the interest rate on OCTA's 2017 TIFIA Loan. Based on that anticipated closing date, staff is seeking approval of the Standby Bond Purchase Agreement by the Orange County Local Transportation Authority (OCLTA). The Standby Bond Purchase Agreement obligates OCLTA to purchase the 2021 BANs if OCTA was unable or delayed in drawing under the reset TIFIA Loan to repay the BANs. The savings benefit from using short-term BANs to fund eligible I-405 Project costs versus using the 2021 TIFIA Reset Loan is estimated to be approximately \$20 million.

The financing documents for the 2021 BANs have been submitted to S&P Global Ratings (S&P) and Moody's Investor Services (Moody's) for their review and ratings on the 2021 BANs. OCTA met with the rating agencies on August 19, 2021, to provide an update on OCTA and discuss the I-405 Improvement Project and sales tax history and forecasts, in addition to the proposed financing. It is anticipated that the ratings from S&P and Moody's will be released before September 8, 2021.

Legal Documents

To proceed with the issuance and sale of the 2021 BANs, and in connection with the approval of several financing documents by OCTA, OCLTA will execute the Standby Bond Purchase Agreement. The authorizing resolution and Standby Bond Purchase Agreement are summarized below.

Resolution - The resolution (Attachment A) is the legal document which authorizes the execution and delivery of a Standby Bond Purchase Agreement to facilitate the issuance of Bond Anticipation Notes by OCTA and taking all other actions necessary in connection with the execution and delivery of the Standby Bond Purchase Agreement. The Resolution also notes that in order to accomplish the issuance of the proposed 2021 BANs, OCTA is required to provide the document summarized below.

Standby Bond Purchase Agreement - The Standby Bond Purchase Agreement is the agreement between OCLTA and OCTA obligating OCLTA to purchase OCTA's bonds in the event the BANs trustee needs additional amounts after submitting the TIFIA Loan draw request to pay off the BANs at their maturity. OCLTA agrees that, among other sources, it will use best efforts to issue Measure M2 (M2) Sales Tax Revenue Bonds, including subordinate lien

M2 bonds, to finance its purchase of the OCTA refunding bonds. This document is included as Attachment B.

Next Steps

If the Board approves the financing documents and OCLTA approves the Standby Bond Purchase Agreement for the proposed 2021 BANs, the financing team will release the Preliminary Official Statement (POS) to the investment community. Investors will review the POS and determine their level of interest in the bonds and whether they require additional information from staff and the financing team.

Following the release of the POS, an investor presentation will be posted online during the week of September 13, 2021. The presentation will focus on the details of the transaction, including the legal structure. The presentation will be recorded by staff and the financing team. Investors will have the option to contact staff or the underwriting team to request additional information or follow-up meetings.

On September 20, 2021, staff will meet with investors and answer any "due diligence" questions prior to pricing the transaction. Staff will meet with the financing team to review final structuring as it relates to recommended coupons and interest rate levels.

Once the 2021 BANs are sold, staff will be provided a list of investors and presented a final spreadsheet detailing the costs of the transaction. OCTA's Chief Financial Officer will execute the purchase contract and the transaction is expected to close by September 30, 2021. On the closing date, all legal documents are executed, and funds are exchanged between parties.

Summary

Staff is seeking approval of the Standby Bond Purchase Agreement by the Orange County Local Transportation Authority to facilitate the issuance of the 2021 Bond Anticipation Notes.

Bond Anticipation Notes (Interstate 405 Improvement Project), Series 2021 Approval of Standby Bond Purchase Agreement

Page 4

Attachments

- A. Orange County Local Transportation Authority Resolution No. 2021-077
- B. Standby Bond Purchase Agreement

Prepared by:

Robert Davis
Department Manager
Treasury and Public Finance

714-560-5675

Approved by:

Andrew Oftelie Chief Financial Officer Finance and Administration

714-560-5649

NO. 2021-077

RESOLUTION OF THE ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A STANDBY BOND PURCHASE AGREEMENT TO FACILITATE THE ISSUANCE OF BOND ANTICIPATION NOTES BY THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SAID STANDBY BOND PURCHASE AGREEMENT.

WHEREAS, the Orange County Local Transportation Authority (the "Authority") is a local transportation authority duly organized and existing under the Local Transportation Authority and Improvement Act, being Division 19 of the Public Utilities Code of the State of California (Section 180000 *et seq.*) (the "Act");

WHEREAS, the Orange County Transportation Authority ("OCTA"), an affiliate of the Authority, plans on issuing bond anticipation notes (the "2021 BANs") pursuant to a Master Indenture, as amended and supplemented by a First Supplemental Indenture (collectively, the "OCTA Indenture"), each dated as of September 1, 2021, by and between OCTA and U.S. Bank National Association, as trustee (the "2021 BANs Trustee"), to finance the costs of transportation improvements and facilities referred to by OCTA and by the Authority as the I-405 Improvement Project;

WHEREAS, in order to facilitate the issuance of the 2021 BANs by OCTA, at the request of OCTA, the Authority intends to agree to enter into a standby bond purchase agreement with OCTA dated as of September 1, 2021 (the "Standby Bond Purchase Agreement") providing for the purchase of the Authority of refunding bonds to be issued by OCTA (the "OCTA Refunding Bonds"), the proceeds of which will be used to repay the 2021 BANs on their date of maturity in the event the 2021 BANs Trustee does not have sufficient funds to provide for such repayment of the 2021 BANs;

WHEREAS, the Authority is authorized pursuant to the Act to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the "Sales Tax Law") and to issue limited tax bonds payable from the proceeds of such tax;

WHEREAS, the Authority adopted Ordinance No. 3, named the "Renewed Measure M Transportation Ordinance and Investment Plan" (as amended pursuant to its terms, the "Ordinance") on July 24, 2006, pursuant to the provisions of the Act, which Ordinance provides for the imposition of a retail transactions and use tax (the "Sales Tax") applicable in the incorporated and unincorporated territory of the County of Orange (the "County") in accordance with the provisions of the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period of thirty (30) years;

WHEREAS, by its terms, the Ordinance became effective on November 8, 2006, the day after the election at which the proposition imposing the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

WHEREAS, collection of the Sales Tax commenced on April 1, 2011;

WHEREAS, the Ordinance empowers the Authority to issue, from time to time, on or before commencement of the collection of the Sales Tax, bonds, or other evidences of indebtedness in order to finance and refinance improvements authorized by the Ordinance;

WHEREAS, the Authority is authorized by the Act to issue from time to time limited tax bonds (defined to include indebtedness and securities of any kind or class, including commercial paper notes), secured and payable in whole or in part from revenues of the Sales Tax (the "Sales Tax Revenues");

WHEREAS, the Authority entered into a Master Indenture of Trust ("Master Indenture") dated as of December 1, 2010 with The Bank of New York Mellon Trust Company, N.A., as trustee;

WHEREAS, the Master Indenture authorizes the Authority to invest in notes and bonds issued by OCTA;

WHEREAS, the Authority's Investment Policy also authorizes the Authority to invest in notes and bonds issued by OCTA within the guidelines set forth in the Investment Policy;

WHEREAS, the Board of Directors of the Authority (the "Board") desires to authorize the execution and delivery of the Standby Bond Purchase Agreement, and to authorize the taking of such other actions as shall be necessary under the Standby Bond Purchase Agreement to provide funds to be applied to the repayment of the 2021 BANs as contemplated in the Standby Bond Purchase Agreement and the OCTA Indenture;

WHEREAS, the Authority has full legal right, power and authority under the laws of the State of California to enter into the Standby Bond Purchase Agreement and the other transactions hereinafter authorized:

NOW THEREFORE, THE ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY DECLARES:

Section 1. Recitals. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of the Standby Bond Purchase Agreement. The proposed form of the Standby Bond Purchase Agreement presented to this meeting and the terms and conditions thereof are hereby approved.

The Chair, Vice Chair, Chief Executive Officer, Chief Financial Officer, or the Director of Finance and Administration of the Authority (each, an "Authorized Officer of the Authority"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Standby Bond Purchase Agreement, in substantially said form, with such changes therein as the Authorized Officer of the Authority executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Delegation to Authorized Officer. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by the Standby Bond Purchase Agreement may be given or taken by any Authorized Officer of the Authority, without further authorization or direction by this Board, and each Authorized Officer of the Authority is hereby authorized and directed to give any such approval, consent, direction, notice, order, request or other action and to take any such action which such Authorized Officer of the Authority may deem necessary or desirable to further the purposes of this Resolution.

Section 4. Ratification of Actions. All actions heretofore taken by the officers and agents of the Authority with respect to the actions contemplated by the Standby Bond Purchase Agreement are hereby ratified, confirmed and approved. If at the time of execution of the Standby Bond Purchase Agreement authorized herein, an Authorized Officer of the Authority is unavailable, such documents may be executed by another officer of the Authority designated in writing by the Chief Executive Officer of the Authority.

The proper officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to do any and all things and to take any and all actions and to execute and deliver any and all agreements, certificates and documents, including, without limitation, any tax certificates or agreements, which they, or any of them, may deem necessary or advisable in order to facilitate the consummation of the execution and delivery of the Standby Bond Purchase Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution and the Standby Bond Purchase Agreement approved hereby.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED on Septem	ber 13, 2021, by the following vote:	
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	Chair of the Orange County Local Transportation Authority	_
This RESOLUTION was entered into at a meeting of the Orange County Local Transportation Authority held September 13, 2021, in Orange, California.		
Attest:		
Clerk of the Board		
Approved as to Form		
By:		
James Donich, Esq. General Counsel to Authority		

CERTIFICATE OF THE CLERK OF THE BOARD OF THE ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

I,, Clerk of the Board of the Orange County Local
Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and
correct copy of a resolution duly adopted at a meeting of the governing board of said Authority
duly and regularly held in Orange, California, on September 13, 2021, of which meeting all of
the members of said Authority had due notice.
I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.
I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in Orange, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.
IN WITNESS WHEREOF, I have executed this certificate hereto as of this date,, 2021.
Bv^{\centerdot}
By: Its: Clerk of the Board

CTANDDY	DOND	DIDCHACE	AGREEMENT
STANDRY	BOND	PURCHASE	AGREEMENT

dated as of September 1, 2021

between

ORANGE COUNTY TRANSPORTATION AUTHORITY,

and

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

relating to:

\$_____

Orange County Transportation Authority
Bond Anticipation Notes (I-405 Improvement Project)

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LIST OF EXHIBITS AND SCHEDULES:

EXHIBIT A Notice of OCLTA Purchase

Form of Request for Extension of Stated Expiration Date Form of Compliance Certificate Ехнівіт В —

EXHIBIT C —

STANDBY BOND PURCHASE AGREEMENT

This STANDBY BOND PURCHASE AGREEMENT (this "Agreement") dated as of September 1, 2021, is between Orange County Transportation Authority (together with its successors and assigns permitted hereunder, the "Authority"), a regional transportation authority duly established and existing under the laws of the State of California, and Orange County Local Transportation Authority, (together with its successors and assigns permitted hereunder, "OCLTA"), a local transportation authority duly established and exiting under the laws of the State of California.

WITNESSETH:

WHEREAS, the Authority issued its Orange County Transportation Bond Anticipation Notes (I-405 Improvement Project) (the "*Notes*") pursuant to the terms of the Indenture dated as of September 1, 2021 (the "*Indenture*"); and

WHEREAS, the all of the outstanding principal amount of the Notes are due and payable on October 15, 2024 (the "Due Date"); and

WHEREAS, the Authority has agreed in the Indenture to use its best efforts to issue its bonds to provide funds in an amount equal to the outstanding principal of and accrued interest on the Notes due and payable on the Due Date; and

WHEREAS, in order to help assure the availability of funds for the payment of all of the outstanding principal of the Notes on the Due Date, OCLTA will agree to purchase the Authority's bonds in an amount not less than the outstanding principal amount of the Notes under the terms of this Agreement.

NOW, THEREFORE, in consideration of the respective agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following capitalized terms have the meanings indicated below unless the context shall clearly indicate otherwise. Other capitalized terms used in this Agreement and not defined in this Agreement shall have the meaning given those terms in the Indenture.

"Act" means the means the Local Transportation Authority and Improvement Act, Division 19 (Section 180000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

"Affiliate" means any other Person controlling or controlled by, or under common control with, the Authority or OCLTA, as applicable. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract or otherwise.

"Agreement" means this Standby Bond Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"Amortization End Date" means, with respect to any Authority Refunding Bond the fifth anniversary of the OCLTA Purchase Date related to such Authority Refunding Bonds.

"Amortization Payment Date" means, with respect to any Authority Refunding Bond, (a) the Amortization Start Date (or if the Amortization Start Date is not a Business Day, then the immediately following Business Day) and each first Business Day of each three month period thereafter occurring prior to the Amortization End Date or such other period as agreed to between the Authority and OCLTA, and (b) the Amortization End Date.

"Amortization Start Date" means, with respect to any Authority Refunding Bond, the one hundred and eightieth (180th) day following the related OCLTA Purchase Date on which such Notes are purchased under this Agreement.

"Authority" has the meaning assigned to that term in the recitals to this Agreement and shall include all permitted successors and assigns.

"Authorized Denominations" has the meaning given that term in the Indenture.

"Authority Refunding Bonds" means the bonds, notes or other evidence of indebtedness purchased by OCLTA pursuant to Section 2.02 hereof.

"Authority Refunding Bondholder" means OCLTA (but only in its capacity as owner (which as used herein shall mean the beneficial owner if at the relevant time Authority Refunding Bonds are held in book entry form) of the Authority Refunding Bonds acquired pursuant to this Agreement) and any other Person to whom OCLTA has sold Authority Refunding Bonds pursuant to Sections 2.04(a), 5.01(f) or 8.02.

"Authorized Representative" has the meaning given that term in the Indenture.

"Available Commitment" means on any day the outstanding principal amount of and accrued but unpaid interest on the Notes which are initially issued in the principal amount of \$

"Book-Entry Notes" means the Notes so long as the book-entry system with the Depository is used for determining beneficial ownership of the Notes.

"Business Day" means any day other than (i) a Saturday, Sunday, or a day on which banking institutions in the State or the State of California or the jurisdiction in which the corporate trust office of the Trustee is located are authorized or obligated by law or executive order to be closed; (ii) a day upon which commercial banks in the city in which the office of OCLTA at which demands for payment under this Agreement are to be presented is located are authorized or obligated by law or executive order to be closed; (iii) a day on which the New York Stock Exchange is closed; or (iv) a day on which the payment system of the Federal Reserve System is not operational.

"Closing Date" means September , 2021.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and all rules and temporary, proposed or final regulations from time to time promulgated thereunder.

"Collateral" (a) proceeds from draws under the TIFIA Loan Agreement so long as the TIFIA Loan Agreement is in full force and effect; (b) any legally available funds of the Authority except (i) LTF Revenue, (ii) federal grant funds, (iii) any revenues and assets with respect to the SR 91 Express Lanes, and (iv) any revenues received from operation of the freeway callbox system in Orange County and the freeway service patrol; and (c) all revenues, assets or amounts held by the Trustee in the funds and accounts established under the indenture or trust agreement securing the Authority Refunding Bonds, including investment earnings thereon, excluding amounts deposited to the Rebate Fund.

"Covenant Failure" has the meaning given that term in Section 7.01(d).

"Depository" means The Depository Trust Company, California, California.

"Dollar," and "\$" means the lawful currency of the United States of America.

"Environmental Law" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, or rules, and all judgments, orders, decrees, permits, concessions, grants, franchises, licenses, permits, agreements or governmental restrictions relating to air, water or land pollution, wetlands, or the protection of the environment or the release of any materials into the environment, including air, water or land and those related to Hazardous Materials, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Authority directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Event of Default" has the meaning given that term in the lead-in paragraph to Article VII.

"Event of Insolvency" means the occurrence of one or more of the following events:

- (a) the Authority shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization, arrangement, adjustment, winding-up, dissolution, composition or other similar relief with respect to itself or its indebtedness under any bankruptcy, insolvency, reorganization or other similar law for the relief of debtors now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or a substantial part of its property (other than pledging all of the Collateral to the Trustee under the Indenture or any acknowledgement thereof or consent thereto), (ii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, (iii) make a general assignment for the benefit of creditors, (iv) admit in writing its inability to pay its indebtedness as it becomes due, or (v) take any official action through its governing board to authorize any of the foregoing; or
- any of the following shall occur with respect to the Authority: (i) an involuntary case or other proceeding shall be commenced in a court of competent jurisdiction against the Authority seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property (other than pledging all of the Collateral to the Trustee under the Indenture or any acknowledgement thereof or consent thereto) and either (A) the Authority shall consent in writing to such action or (B) such case shall not be dismissed within sixty (60) days, (ii) an order for relief shall be entered against the Authority under the federal bankruptcy laws as now or hereafter in effect or pursuant to any other State or federal laws concerning insolvency or of similar purpose, (iii) a final and non-appealable debt moratorium, debt adjustment, debt restructuring or comparable extraordinary restriction with respect to the payment of principal or interest on the Notes or the Authority Refunding Bonds shall be declared or imposed pursuant to a finding or ruling by the Authority, the United States of America, the State, any instrumentality thereof or any other Governmental Authority of competent jurisdiction over the Authority, or (iv) the issuance, under any bankruptcy, insolvency, reorganization or other similar law of any state or of the United States of America for the relief of debtors now or hereafter in effect, of an order of rehabilitation, liquidation or dissolution of the Authority.

"Extended OCLTA Purchase Period" has the meaning given that term in Section 8.05.

"Final Payment Date" means, with respect to any Authority Refunding Bond, the earliest to occur of (i) the Amortization End Date, and (ii) the date that the Available Commitment of OCLTA is permanently reduced to zero or this Agreement is otherwise terminated prior to its Stated Expiration Date.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, applied by the Authority on a basis consistent with the Authority's most recent financial statements.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, tribunal, agency, bureau, court or entity (including the Federal Deposit Insurance Corporation or the Federal Reserve Board, any central bank or any comparable authority).

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Indebtedness" means and includes all items that would be classified as a liability of the Authority in accordance with GAAP, including, without limitation, (a) indebtedness or liability for borrowed money, or for the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business); (b) obligations as lessee under leases which should have been, or should be, recorded as capital leases in accordance with generally accepted accounting principles; (c) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor against loss; and (d) obligations secured by any mortgage, lien, pledge, security interest or other charge or encumbrance on property, whether or not the obligations have been assumed.

"Indenture" has the meaning set forth in the recitals hereof.

"Lien" means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, capital lease or other title retention arrangement.

"M2 Revenues" shall mean the "Sales Tax Revenues" as defined in that certain Master Indenture of Trust between OCLTA and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of December 1, 2010.

"Maximum Authority Refunding Bond Interest Rate" means the lesser of (i) the Maximum Lawful Rate and (ii) eighteen percent (18%) per annum.

"Maximum Lawful Rate" means the maximum rate of interest on the relevant obligation permitted by applicable law without regard to any filing made by a lender with respect to notice of rates in excess of any statutory or regulatory threshold interest rate.

"Moody's" means Moody's Investors Service, Inc. and its successors and assigns.

"Notes" has the meaning assigned to that term in the recitals to this Agreement.

"Notice of OCLTA Purchase" means a notice in the form of Exhibit A.

"OCLTA" has the meaning assigned to that term in the recitals to this Agreement and shall include all permitted successors and assigns.

"OCLTA Purchase Date" means the 5th Business Day prior to the Expiration Date during OCLTA Purchase Period on which OCLTA is required to advance funds for the purchase of Notes pursuant to Section 2.02.

"OCLTA Purchase Period" means the period from the Closing Date to and including the earliest of (i) the Stated Expiration Date then in effect, (ii) the date on which no Notes (including Authority Refunding Bonds) are Outstanding, or (iii) the close of business on the date the Available Commitment is reduced to zero or terminated pursuant to Section 2.03.

"OCLTA Rate" means, with respect to any Authority Refunding Bond, except as otherwise provided in Section 3.01(b) hereof, the interest rate determined as of the date of purchase of the Authority Refunding Bonds and on each 12 month anniversary thereof equal to the greater of (i) the total interest cost payable by OCLTA with respect to any bonds issued by OCLTA to fund its purchase of the Authority Refunding Bonds on the OCLTA Purchase Date, and (ii) the trailing 12-month total return for the Authority's short term portfolio as reported annually on the June 30th preceding the Purchase Date, via the Authority's investment management software.

"OCLTA Sale Date" has the meaning given that term in Section 2.04(b).

"Official Statement" means the Official Statement (and any documents incorporated therein by reference and any exhibits or attachments thereto and any amendments thereof or supplements thereto) dated August ___, 2021, relating to the Notes.

"Payment Office" means the wire transfer instructions of OCLTA as described in Section 8.07 hereof.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or a political subdivision or an agency or instrumentality thereof.

"Potential Default" means the occurrence of any event which, with the passage of time, the giving of notice, or both, would become an Event of Default.

"Property" means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

"Purchase Price" with respect to any Note or portion thereof on an OCLTA Purchase Date therefor, means the unpaid principal amount thereof, without premium.

"Purchase Termination Date" means the close of business on the date on which OCLTA is no longer required to purchase Notes pursuant to Section 7.04(a), (b) or (c).

"Rating Agencies" means (i) RATING AGENCY (to the extent RATING AGENCY is then rating the Notes or the Authority Refunding Bonds, as the context may require), (ii) Moody's (to the extent Moody's is then rating the Notes or the Authority Refunding Bonds, as the context may require), or (iii) any successor or additional rating agency (to the extent such successor or additional rating agency is then rating the Notes or the Authority Refunding Bonds, as the context may require at the written request of the Authority with the written consent of OCLTA).

"Related Documents" means the Indenture, the Notes, and this Agreement, as the same may be amended or modified from time to time in accordance with their respective terms and the terms hereof.

"Sale Price" has the meaning given that term in Section 2.04(b).

"Security" means the pledge of the Collateral by the Authority pursuant to the Indenture, together with all other amounts held on deposit in the funds and accounts established thereunder subject to the terms of the Indenture.

"State" means the State of California.

"Stated Expiration Date" means October 15, 2024.

"Trustee" means U.S. Bank National Association and shall include all permitted successors and assigns, and shall further include any trustee appointed for the Notes.

"Written" or "in writing" means any form of written communication or a communication by means of telex, telecopier or facsimile device, telegraph or cable.

Section 1.02. Interpretation. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "including" shall be deemed to be followed by the words "without limitation." All references to Sections and Exhibits shall be deemed references to Sections of and Exhibits to this Agreement unless the context shall otherwise require.

Section 1.03. Accounting Matters. All accounting terms used herein without definition shall be interpreted in accordance with GAAP, and except as otherwise expressly provided herein all accounting determinations required to be made pursuant to this Agreement shall be made in accordance with GAAP.

ARTICLE II

THE COMMITMENT

Section 2.01. Commitment to Purchase Authority Refunding Bonds. OCLTA agrees, on the terms and conditions contained in this Agreement, to purchase Authority Refunding Bonds, on behalf of and for OCLTA's own account, during OCLTA Purchase Period at the Purchase Price. The aggregate principal amount (or portion thereof) of any Authority Refunding Bond purchased on behalf of OCLTA on any OCLTA Purchase Date shall be an Authorized Denomination applicable to the Authority Refunding Bonds, and in any case the aggregate principal amount of all Authority Refunding Bonds purchased on behalf of OCLTA on any OCLTA Purchase Date shall not exceed the Available Principal Commitment on such date. Any Authority Refunding Bonds so purchased shall thereupon shall, from the date of such purchase bear interest at OCLTA Rate subject to the provisions of Section 2.04(c) and have other characteristics of Authority Refunding Bonds as set forth herein and in the indenture or trust agreement relating to the Authority Refunding Bonds.

Section 2.02. Method of Purchasing. If on the 75th day prior to the maturity of the Notes the Trustee has given notice to the Authority pursuant to the Indenture that it does not have sufficient funds to repay all of the principal of and accrued but unpaid interest on the Notes on their due date, OCTA shall submit to OCLTA a notice substantially in the form of Exhibit A, as the case may be (any such notice to be referred to as a "Notice of OCLTA Purchase"), OCLTA will, during the OCLTA Purchase Period, subject to the satisfaction of the conditions set forth in Section 6.02 hereof, transfer not later than 2:30 p.m. (California City time) on OCLTA Purchase Date to the Trustee, in funds to be available as specified in such Notice of OCLTA Purchase, an amount equal to the aggregate Purchase Price of the Authority Refunding Bonds as set forth in the applicable Notice of OCLTA Purchase. OCLTA shall not have any responsibility for, or incur any liability in respect of, any act, or any failure to act, by the Trustee which results in the failure of the Trustee to credit the appropriate account with funds made available by OCLTA pursuant to this Section 2.02. OCLTA shall purchase any Authority Refunding Bonds it is required to purchase with its own funds and purchase payments shall be made in immediately available funds. Amounts made available hereunder which are not so used to purchase Authority Refunding Bonds will be returned to OCLTA by the Trustee no later than 4:30 p.m. (California City time) on the OCLTA Purchase Date. Amounts held by the Trustee and not returned by the Trustee to OCLTA pursuant to the preceding sentence shall accrue interest, commencing on the OCLTA Purchase Date, equal to the Alternate Base Rate until such date as such amounts shall be returned to OCLTA. Payments by the Authority pursuant to the preceding sentence shall be made upon demand by OCLTA therefor.

OCLTA shall use any legally available funds to purchase the Authority Refunding Bonds, including M2 Revenues, on the OCLTA Purchase Date and shall use its best efforts to issue its bonds, notes or other evidences of indebtedness secured by M2 Revenues on a subordinate basis from OCLTA's outstanding bonds secured on a senior lien basis (such subordinate lien indebtedness to be issued with substantially the same terms as set forth in Exhibit D attached hereto and incorporated herein) the proceeds of which along with other legally available funds of OCLTA shall be in an amount equal to the purchase price of the Authority Refunding Bonds. So long as

the Notes are outstanding, OCLTA will not issue bonds, notes or other evidences of indebtedness secured by M2 Revenues on a subordinate basis from OCLTA's outstanding bonds secured on a senior lien basis.

Section 2.03. Reduction of Commitment.

- (a) Mandatory Reduction of Commitment. Upon receipt by OCLTA of notice of any redemption, repayment, defeasance or other payment or deemed payment pursuant to the Indenture of all or any portion of the principal amount of the Notes so that said Notes shall have ceased to be Outstanding under the Indenture the aggregate Available Commitment of OCLTA shall automatically be reduced by the principal amount of said Notes so redeemed, repaid, defeased or otherwise deemed paid. The Trustee shall cause written notice of such redemption, repayment, defeasance, other payment or conversion to be promptly delivered to OCLTA.
- (b) Expiration of OCLTA Purchase Period. The Available Commitment shall automatically terminate at 5:00 p.m. (California City time) on the date of expiration of OCLTA Purchase Period.
- (c) No Other Termination. Except as specifically provided in this Section 2.03 or otherwise in Article VII, no Person shall have the right to reduce or terminate the Available Commitment.

Section 2.04. Sale of Authority Refunding Bonds. OCLTA expressly reserves the right to sell, at any time, Authority Refunding Bonds subject, however, to the express terms of this Agreement. OCLTA agrees that such sales will be made only to institutional investors or other entities that customarily as part of their business purchase commercial paper or tax-exempt securities in large denominations. OCLTA agrees to promptly notify the Trustee and the Authority in writing of any such sale and shall provide the Trustee and the Authority with the written agreement of each transferee (A) acknowledging the terms of this Agreement relating to its purchase of Notes, (B) acknowledging that there is no short-term investment rating assigned to such Bond so long as it remains a Authority Refunding Bond, (C) agreeing not to sell such purchased Authority Refunding Bond except for sales to OCLTA and sales to institutional investors or other entities that customarily as part of their business purchase commercial paper or tax-exempt securities in large denominations which agree to be bound by the sale restrictions of this Section 2.04, (D) agreeing that such Bond is subject to sale, and may cease to be a Authority Refunding Bond, as provided in this Section 2.04, and providing instructions for how to notify such transferee of such sale, and (E) acknowledging that so long as such Bond remains an Authority Refunding Bond, OCLTA is not obligated to purchase it hereunder.

Section 2.05. Security. The Authority and OCLTA intend that the payment of principal and interest on Authority Refunding Bonds and the payment of all other obligations due and owing to OCLTA under this Agreement shall, in all events, have the benefit and security of the Indenture or such other indenture or trust agreement relating to the Authority Refunding Bonds, as provided therein. The payment of principal and interest on Authority Refunding Bonds shall be secured in accordance with and subject to the terms of the Indenture or such other indenture or trust agreement

relating to the Authority Refunding Bonds on an equal and ratable basis and are superior in all respects to any pledge and lien for Subordinate Obligations.

ARTICLE III

INTEREST RATES; PAYMENTS

Section 3.01. Notes to Bear Interest at OCLTA Rate; Other Interest Provisions.

- (a) OCLTA Rate. Any Bond purchased by OCLTA pursuant to this Agreement shall thereupon become an Authority Refunding Bond and shall bear interest at the OCLTA Rate for the period commencing from the date that OCLTA shall have purchased said Bond and, subject to Section 2.04(c), continuing until said Bond is paid in full. Payments by the Authority pursuant to this Section 3.01(a) shall be made upon demand therefor made by OCLTA to the Authority and the Trustee. The failure of OCLTA to give any notice shall not limit or otherwise affect the obligation of the Authority to pay interest on Authority Refunding Bonds at the rates specified in this Section 3.01.
- (b) Default Rate. If the principal or interest of any Authority Refunding Bond or any other obligation of the Authority under this Agreement (including, to the extent permitted by law, any interest payment required thereunder) is not paid when due (whether by redemption or otherwise), such overdue payment or other obligation shall bear interest from the date such amount or other obligation, as the case may be, was due until paid in full (after as well as before judgment) at the Default Rate. Payments by the Authority pursuant to this Section 3.01(b) shall be made upon demand therefor made by OCLTA to the Authority and the Trustee. If at any time an Event of Default has occurred and is continuing, the principal amount of any Authority Refunding Bond or any other obligation of the Authority under this Agreement (including, to the extent permitted by law, any interest payment required thereunder) shall bear interest from the date such principal amount or other obligation, as the case may be, was due until paid in full (after as well as before judgment) at the Default Rate, such interest to be payable on demand.
- outstanding and as to each monthly interest period, in the event that the amount of interest which would be payable on Authority Refunding Bonds (calculated, with respect to Authority Refunding Bonds at the OCLTA Rate, but expressly disregarding for purposes of this subsection (c) the limitation contained in the definition of "OCLTA Rate" that such rate shall not exceed the Maximum Authority Refunding Bond Interest Rate, exceeds the Maximum Authority Refunding Bond Interest Rate, the amount of such excess shall not be payable on the Interest Payment Date for such monthly interest period as interest on such Authority Refunding Bonds, but shall be deferred ("Deferred Interest"). Deferred Interest shall be allocated among Authority Refunding Bonds outstanding on such Interest Payment Date based upon the principal amount thereof and the length of time such Authority Refunding Bonds were outstanding during the monthly interest period related to such Interest Payment Date. Deferred Interest arising on any Interest Payment Date shall become payable on the next succeeding Interest Payment Date or Dates to the extent the interest (including Deferred Interest) payable on Authority Refunding Bonds for the monthly interest period ending on such Interest Payment Date does not exceed the Maximum Authority interest period ending on such Interest Payment Date does not exceed the Maximum Authority

Refunding Bond Interest Rate for such monthly interest period. All amounts of interest payable on an Authority Refunding Bond, including without limitation, Deferred Interest, for so long as such Bond shall remain an Authority Refunding Bond, shall constitute interest on such Bond. To the extent Deferred Interest shall be unpaid with respect to Authority Refunding Bonds, and such Notes shall be redeemed or remarketed or shall otherwise cease to be Authority Refunding Bonds, such unpaid Deferred Interest shall be converted into a fee payable to OCLTA (herein, the "Deferred Interest Fee Amount") and shall bear interest at a rate per annum equal to OCLTA Rate payable on the next succeeding Interest Payment Date. Payments by the Authority pursuant to this Section 3.01(c) shall be made upon demand therefor by OCLTA to the Authority and the Trustee, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof.

Section 3.02. Maturity; Interest. The Authority agrees that, with respect to each Authority Refunding Bond, (i) such Authority Refunding Bond shall be paid in full no later than the Final Payment Date, if not earlier required to be paid under this Agreement; (ii) the interest on the unpaid amount of each such Authority Refunding Bond from and including the OCLTA Purchase Date shall be computed at a rate per annum equal to OCLTA Rate as determined pursuant to Section 3.01; and (iii) interest payable pursuant to clause (ii) shall be due and payable (A) monthly in arrears on the first Business Day of each calendar month, (B) upon redemption (to the extent of the interest accrued on the amount being redeemed), and (C) on the Final Payment Date. Each demand for payment pursuant to this Section 3.02 shall be accompanied by a certificate of an officer of OCLTA in reasonable detail setting forth the computation of such amount, which certificate shall be conclusive, absent manifest error, and such demand shall be paid by the Authority upon demand by OCLTA.

Section 3.03. Amortization of Authority Refunding Bonds. (a) Outstanding Authority Refunding Bonds shall be subject to amortization in 20 equal (or early equal) quarterly installment of principal or such other amortization schedule as agreed to between the Authority and OCLTA, or mandatory redemption or purchase in full on the date which the fifth anniversary following the OCLTA Purchase Date on which such Authority Refunding Bonds are purchased hereunder.

Section 3.04. Computations; Payments. (a) Interest (including interest at the Default Rate) and other amounts payable to OCLTA hereunder, including interest on Authority Refunding Bonds, shall be computed on the basis of a 365-day or 366-day year, as applicable and actual days elapsed. Except as provided in Section 2.02, any payments received by OCLTA later than 3:30 p.m. (California City time) on any day shall be deemed to have been paid on the next succeeding Business Day. All payments to OCLTA hereunder shall be made in Dollars and in immediately available funds. Unless OCLTA shall otherwise direct, all such payments shall be made as set forth herein.

(b) Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof. Any computation of the amounts due under this Article III, including, without limitation, OCLTA Rate and Deferred Interest in connection with Authority Refunding Bonds, but excluding the computation of amounts required to be determined pursuant to the Indenture, shall be the obligation of the Authority and shall, absent manifest error, be binding on the Authority and the Trustee.

(c) Payments (other than remarketing proceeds) received by OCLTA from the Authority under this Agreement shall be applied, first, to any fees, costs, charges or expenses payable by the Authority to OCLTA under this Agreement; second, to past due interest; third, to current interest; and fourth, to principal.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

- Section 4.01. Representations of the Authority. The Authority makes the following representations and warranties to OCLTA as of the Closing Date and as of the effective date of any extension of the Stated Expiration Date (which representations and warranties shall survive the execution and delivery of this Agreement and any purchases of Authority Refunding Bonds):
- (a) Existence. The Authority is a regional transportation authority duly organized and validly existing under the laws of the State, including the Act, with full right and power (i) to issue the Notes, (ii) to own its properties and to carry on its activities as now conducted and as contemplated to be conducted in connection with the issuance of the Notes and the execution, delivery and performance of its obligations under the Related Documents and this Agreement, (iii) to execute, deliver and perform its obligations under the Related Documents and this Agreement, and (iv) to provide for the security of the Notes pursuant to the Act and the Indenture; and the Authority has complied with all provisions of applicable law, including the Act, in all matters related to such actions of the Authority as are contemplated by the Related Documents and this Agreement.
- (b) Authorization; Contravention. The execution, delivery and performance by the Authority of this Agreement and each other Related Document are within the Authority's powers, have been duly authorized by all necessary action, and do not and will not conflict with, or result in a violation of, any provision of law, including the Act, or any order, writ, judgment, injunction, decree, award, law, rule or regulation of any court or governmental agency or instrumentality binding upon or applicable to the Authority, and do not and will not conflict with, result in a violation of, or constitute a default under, any resolution, agreement or instrument to which the Authority is a party or by which the Authority or any of its property is bound, or result in the creation or imposition of any lien on, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound, except for the lien on Collateral set forth in the Indenture.
- (c) Binding Effect. (i) This Agreement and the other Related Documents constitute valid and binding agreements of the Authority, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies local transportation authorities in the State.
- (ii) The Indenture creates the pledge, lien and assignment which it purports to create to secure the Notes (including Authority Refunding Bonds), as and to the extent provided

in the Indenture and the Authority has not pledged or granted a lien, security interest or other encumbrance of any kind on the security pledged to the Notes that is senior or superior to the pledge in favor of the Notes or the Authority Refunding Bonds. Each of the statements set forth in Section 2.08 of this Agreement is true and correct.

- (d) *No Consent or Approval*. No consent, approval, permit, authorization or order of, or registration or filing with, any court or governmental agency, authority or other instrumentality not already obtained, given or made is required on the part of the Authority for the execution, delivery and performance by the Authority of the Related Documents or this Agreement.
- (e) Financial Information. (i) The audited financial statements of the Authority for the fiscal year ended June 30, 2020, as heretofore delivered to OCLTA, are, as of the Closing Date, complete and correct and fairly present the financial position of the Authority at the end of such fiscal year and the results of operations for the year then ended, and have been prepared in conformity with GAAP, consistently applied.
- (ii) As of the Closing Date, except as otherwise disclosed to OCLTA in writing by the Authority, since June 30, 2020 there has been no material adverse change in the business, assets, condition, financial position, results of operations, properties, revenues or prospects of the Authority.
- Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental agency or authority, or other board, body or official, pending or, to the best knowledge of the Authority, threatened against or affecting the Authority, questioning the validity of the Act or any proceeding taken or to be taken by the Authority in connection with the execution, delivery and performance by the Authority of the Related Documents or this Agreement, or otherwise involving or affecting the Authority, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Authority of any of the foregoing, nor, to the best knowledge of the Authority, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect (i) the validity of the Act or any provision thereof material to the transactions contemplated by this Agreement, the Indenture or the other Related Documents, (ii) the validity or enforceability of, or the authority or ability of the Authority to perform its obligations under, the Indenture, the other Related Documents or this Agreement or the validity, enforceability or perfection of the pledge of and lien on the Collateral under the Indenture, or (iii) the ability of the Authority to conduct its activities as presently conducted or as proposed or contemplated to be conducted under the terms of this Agreement, the Indenture and the other Related Documents.
- (g) No Governmental Fees. To the best knowledge of the Authority, neither the execution, delivery nor performance by OCLTA of this Agreement or any of the other Related Documents will give rise to any tax, including without limitation any stamp tax, or any fee of any State agency or government body in or of the State or under federal laws or regulations.
- (h) No Default. The Authority is not in default under (i) the Act, (ii) any order, writ, injunction or decree of any court or Governmental Agency applicable to or binding on it or any of its properties, (iii) any law or regulation, (iv) any of its Indebtedness, (v) any contract, agreement

or instrument to which it is a party or by which it or its property is bound, in each case, which default could have a material adverse effect on the business, assets, condition, financial position, results of operations, properties, revenues or prospects of the Authority or an adverse effect on the validity or enforceability of, or the authority or ability of the Authority to perform its obligations under, this Agreement and the Related Documents to which it is a party; and no event has occurred which with the giving of notice or the passage of time or both would constitute a default. No event, act or omission has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default.

- (i) Official Statement. The Official Statement, a true copy of which has heretofore been delivered to OCLTA, was prepared with respect to the Notes. In addition, all amendments or supplements to the Official Statement prepared prior to the Closing Date have also been delivered to OCLTA. The Official Statement, as of its date, did not contain any untrue statement of a material fact with respect to the Authority, and did not omit to state a material fact with respect to the Authority necessary to make the statements therein with respect to the Authority, in light of the circumstances under which they were made, not misleading. If the Authority, subsequent to the Closing Date, prepares any amendments, supplements or replacement to the Official Statement containing information about the Authority, the Authority will provide a true copy to OCLTA, and such Official Statement, as of its date, will not contain any untrue statement of a material fact with respect to the Authority, and will not omit to state a material fact with respect to the Authority necessary to make the statements therein with respect to the Authority, in light of the circumstances under which they were made, not misleading; provided that no representation is made as to information with respect to any party other than the Authority included therein.
- (j) Pending Legislation. (i) As of the Closing Date, the Authority knows of no legislation pending that could, if enacted, affect the validity or enforceability of this Agreement or the Related Documents, or the ability of the Authority to perform its obligations hereunder or under the Related Documents, and (ii) no legislation has been enacted which in any way adversely affects the Notes or the execution, delivery or performance of this Agreement or the Related Documents or the creation, organization or existence of the Authority or the titles to office of any officers thereof, or the power of the Authority to carry out its obligations under this Agreement or the Related Documents or the ability of the Authority to perform its obligations hereunder or under the Related Documents.
- (k) Environmental Laws. The Authority and its property (i) have not become subject to any Environmental Liability nor does it know of any basis for any Environmental Liability, (ii) have not received notice to the effect that any of the Authority's property or its operations are not in compliance with any of the requirements of any Environmental Laws or any applicable federal, state or local health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, and (iii) to the best of the knowledge of the Authority, is in compliance with all Environmental Laws and has obtained and maintains or complies with any permit, license or other approval required under any Environmental Law, in each of (i), (ii) and (iii) above, except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to adversely affect the security for any of the Notes, or the Authority's ability to pay when due its obligations under, or the validity

or enforceability of, this Agreement, the Notes or any of the other Related Documents to which it is a party, or materially adversely affect the business, assets, condition, financial position, results of operations, properties, revenues or prospects of the Authority. The Authority agrees that any Person with whom the Authority enters into a project contract with respect to the Authority's properties will agree to act in accordance with the terms of this subsection as to the Authority's properties.

- (l) *Trustee*. [Trustee] is the duly appointed and acting Trustee with respect to the Notes.
- (m) No Existing Right to Accelerate. As of the Closing Date, no Person has a right under any indenture or any supplemental indenture relating to any Notes or any other document or agreement relating to any Notes to direct the Trustee or any other Person to declare the principal of and interest on any Notes to be immediately due and payable.

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.01. Covenants of the Authority. During the term of this Agreement, and until the obligations of the Authority to OCLTA hereunder are paid in full including full payment of Authority Refunding Bonds, and OCLTA has no further commitment hereunder, unless OCLTA shall otherwise consent in writing, the Authority covenants and agrees as follows:

- (a) *Information*. The Authority will deliver to OCLTA:
- as soon as practicable and, in any event, within 210 days after the end of (i) each fiscal year of the Authority, a balance sheet of the Authority as at the end of such fiscal year and statements of operations and fund balances and cash flows and changes in financial position for the fiscal year then ended, all in reasonable detail prepared in accordance with GAAP consistently applied and any applicable regulations accompanied by a report and opinion of the Authority's independent accountants (who shall be of nationally recognized standing) which report and opinion shall have been prepared in accordance with GAAP, together with the audit report of such independent certified public accountants (which report shall not be qualified as to the conduct of such audit in accordance with generally accepted auditing standards). In addition, the chief executive officer, chief financial officer, treasurer or executive director of the Authority shall deliver to OCLTA within said period of 210 days a certificate, substantially in the form of Exhibit E, (i) stating that nothing has come to his attention to lead him to believe that any Event of Default hereunder exists or, if such is not the case, specifying such Event of Default and the nature thereof;
- (ii) as soon as practicable and, in any event, within 60 days after the end of each fiscal quarter of the Authority, the Authority shall provide to OCLTA the unaudited statement of revenue and expenditures of the general fund of the Authority for the preceding fiscal quarter and for the year to date, in each case, in reasonable detail and

subject to year-end adjustment, in format similar to the information provided in clause (i) above, comparing such information to the same periods in the prior fiscal year, r;

- (iii) as soon as practicable after adoption by the governing body of the Authority, and, in any event within thirty (30) days of the adoption thereof, the approved budget of the Authority for the upcoming fiscal year;
- (iv) promptly, and in any event within five (5) Business Days after the Authority shall have obtained knowledge, of the occurrence of an Event of Default, the written statement of an authorized officer of the Authority setting forth the details of each such Event of Default and the action which the Authority proposes to take with respect thereto;
- (v) as soon as possible but, in any event, within 30 days after the issuance thereof, copies of any prospectus, official statement, offering circular, placement memorandum or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the Authority makes available in connection with the offering for sale of any securities of which it is the issuer, and, on OCLTA's reasonable request, to the extent not duplicative of items delivered pursuant to subsection (x) below, copies of all annual reports, and notices of filing of all other reports, that the Authority may be required to file with any governmental commission, department, board, bureau or agency, Federal or State;
- (vi) promptly, notice of any change, suspension or withdrawal in the ratings on the Notes or the Authority Refunding Bonds, by Moody's or RATING AGENCY forthwith upon the occurrence thereof;
- (vii) promptly, notice of the failure of the Authority to make a payment under any other Indebtedness of the Authority;
- (viii) promptly (i) notice of the failure by the Trustee to perform any of their respective obligations under the Related Documents to which such entity is a party, (ii) notice of any proposed substitution of this Agreement, and (iii) notice of any resignation or removal of the Trustee;
- (ix) promptly upon receipt of the written request therefor from OCLTA, copies of all management letters of substance and other reports of substance that are submitted to the Authority by its independent accountants in connection with any annual or interim audit of the books of the Authority made by such accountants;
- (x) promptly, after the filing thereof, any material event notices or other filing required to be filed pursuant to Securities and Exchange Commission Rule 15c2-12 or pursuant to any continuing disclosure agreement entered into by the Authority relating to an adverse (including preliminary) determination as to the tax exempt status of the Notes or other events affecting the tax exempt status of the Notes as required by the provisions of said Rule;

- (xi) promptly, notice of any redemption, repayment or other payment of any or all of the Notes;
- (xii) promptly, notice of any proposed amendments to Related Documents and copies of all actual amendments thereto; and
- (xiii) from time to time such other information with respect to the affairs, properties, business, revenues, condition (financial or other), results of operations or prospects of the Authority or with respect to the Notes and the transactions contemplated hereby and by the Related Documents as OCLTA may from time to time reasonably request.
- (b) No Amendment Without Consent of OCLTA. Subject to Section 5.01(e), the Authority will not agree or consent to any amendment, supplement or modification of any Related Document, nor waive any provision thereof, in any manner which would materially and adversely affect OCLTA, without the prior written consent of OCLTA.
- (c) *Trustee*. The Authority shall not appoint any Person to perform the duties of the Trustee in accordance with the terms of the Indenture, without the consent of OCLTA, which consent shall not be unreasonably withheld.
- (d) Incorporation of Covenants by Reference. The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Indenture and the other Related Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that (A) any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person and (B) any such waiver or consent or acceptance of a document, opinion or other instrument would adversely affect the interests of OCLTA, for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to in writing by OCLTA and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to OCLTA. Without the written consent of OCLTA, no amendment to such covenants and agreements or defined terms made pursuant to any certificate or any other Related Document shall be effective to amend such covenants and agreements and defined terms as incorporated by reference herein.

(e) Reserved.

- (f) Maintenance of Books and Records. The Authority will keep proper books of record and account in which full, true and correct entries in accordance with GAAP will be made of all dealings or transactions in relation to its business and activities.
- (g) Access to Officers, Employees or Agents. The Authority will permit its officers, employees and agents to discuss with OCLTA matters pertinent to an evaluation of the credit of

the Authority, all at such reasonable times as OCLTA may reasonably request and at the expense of the Authority upon and during the continuance of an Event of Default.

- (h) Inspection of Records. At any reasonable time and upon reasonable prior notice from time to time, and at the expense of the Authority upon and during the continuance of an Event of Default, the Authority shall permit OCLTA or any agents or representatives thereof designated in writing (i) to visit and inspect any of the properties of the Authority, and to discuss the affairs, finances and accounts of the Authority with, and to be advised as to the same by, the principal officers and employees of the Authority and its independent public accountants, all at such reasonable times during normal business hours and as often as OCLTA may reasonably request, and (ii) to review and inspect the corporate books and financial records of the Authority and to make copies thereof and extracts therefrom.
- (i) Compliance with Law. The Authority shall comply with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards of any court or Governmental Agency, which are applicable to the Authority or any of its properties; provided, however, that the Authority may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto, so long as such acts do not affect the validity or enforceability of, or the power and authority of the Authority to perform its obligations under, this Agreement and the Related Documents to which it is a party.
- (j) *Proceeds of Notes*. The proceeds of the Notes and the purchase of the Authority Refunding Bonds will be used by the Authority solely for the purposes described in the Indenture.
- (k) Payment of Obligations. (i) The Authority shall take such action as necessary to cause payment of the Notes and Authority Refunding Bonds, and shall take such further action as is appropriate in order to provide for payment of any and all of its obligations hereunder and under all of the Related Documents, including, without limitation, including such amounts in its budget as and to the extent applicable.
 - (ii) The Authority shall pay (a) all indebtedness and obligations of the Authority in accordance with the terms thereof and (b) all assessments or other governmental charges as the same respectively become due, all taxes, assessments (general or special) and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to any of its or its businesses, property, revenues and assets or any interest thereon and promptly discharge or cause to be discharged all liens, encumbrances and charges on such businesses, property, revenues and assets.
- (l) Further Assurances. From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as OCLTA may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and each of the Related Documents. Except to the extent it is exempt therefrom, the Authority will pay or cause to be paid all filing, registration and recording fees incident to such

filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance.

- (m) *Preservation of Existence*. The Authority will not directly or indirectly:
- (i) Terminate, wind up, liquidate or dissolve its affairs or sell, transfer, convey or lease (whether in a single transaction or a series of transactions) all or any substantial part of its properties or assets.
- (ii) Consolidate or merge with or into any other corporation, organization, partnership, association, government, political subdivision, public benefit corporation or other entity, including an individual, unless:
 - (A) neither the validity nor enforceability of the Notes or the Indenture shall be adversely affected thereby;
 - (B) such merger or consolidation shall be with or into another body politic and corporate, which shall assume in writing or by operation of law, the due and punctual performance and observance of all covenants, agreements and conditions of the Fifth Supplemental Indenture, the Notes, the Indenture and this Agreement;
 - (C) the pledge of the Security shall remain in full force and effect with respect to the Notes (including Authority Refunding Bonds) and the other obligations of the Authority under this Agreement and the priority of such pledge shall remain the same as in effect prior to such merger or consolidation;
 - (D) the long-term ratings on the Notes by RATING AGENCY, Moody's and _____ (to the extent each such Rating Agency is then rating the Notes) shall remain the same as in effect prior to such merger or consolidation;
 - (E) no Event of Default will have occurred and be continuing, both before and after giving effect to such merger or consolidation; and
 - (F) such merger or consolidation shall not have a material adverse effect on the Notes, this Agreement or any other Related Document or otherwise to the operations, affairs, properties, condition (financial or otherwise) or prospects of the Authority, as determined by OCLTA, in its sole discretion.

At least thirty (30) days before the consummation of any such consolidation or merger, the Authority shall give notice thereof in reasonable detail to OCLTA. The Authority promptly shall furnish such additional information with respect to any such consolidation or merger as OCLTA shall request and, if OCLTA shall so request, an opinion of counsel satisfactory to OCLTA, in form and substance satisfactory to OCLTA, as to the matters set forth in subparagraphs (A), (B), (C), (E) and (F) of this subsection (q)(ii).

- (n) Liens, Etc. The Authority shall not create or suffer to exist any Lien upon or with respect to any of the funds or accounts created under the Indenture except those Liens specifically permitted under the Indenture. The Authority shall not create any pledge, lien or charge upon any of the Collateral having priority over or having parity with the lien of the Notes or the Authority Refunding Bonds.
- (o) Actions. The Authority shall not take any action, or cause the Trustee to take any action, under the Related Documents inconsistent with the rights of OCLTA under this Agreement including, without limitation, its obligations to make payments to OCLTA, without the prior written consent of OCLTA.
- (p) *Disclosure*. The Authority shall not refer to OCLTA in any official statement or make any changes in reference to OCLTA in any official statement without OCLTA's prior written consent thereto. OCLTA hereby consents to the inclusion of the disclosure information describing OCLTA that has been specifically provided for purposes of the Official Statement.
- (q) Additional Obligations. Except for the Notes and the Authority Refunding Bonds, the Authority shall not issue any obligations or securities payable in whole or in part from the Collateral.
 - (r) Reserved.
- (s) Accounting Methods and Fiscal Year. The Authority shall not adopt, permit or consent to any change in accounting practices other than as required by GAAP and will not adopt, permit or consent to any change in its fiscal year unless it provides prior written notice of such change to OCLTA.

ARTICLE VI

CONDITIONS PRECEDENT

- Section 6.01. Conditions to OCLTA's Entering into Agreement. It shall be a condition precedent to OCLTA's entering into this Agreement that all proceedings taken in connection with the transactions contemplated hereby and all documents incident thereto including the Related Documents shall be in form and substance satisfactory to OCLTA and that the conditions enumerated in this Section 6.01 have been fulfilled to the satisfaction of OCLTA and its counsel. Delivery by OCLTA of fully executed signature pages to this Agreement shall constitute acknowledgment and acceptance by OCLTA that all such conditions have been met or waived.
- (a) Representations. On the date of the execution and delivery of this Agreement: (i) there shall exist no Event of Default; (ii) all representations and warranties made by the Authority herein or in any of the Related Documents to which it is a party shall be true and correct with the same effect as though such representations and warranties had been made at and as of such time; (iii) the statements made by the Authority in this Agreement, in any of the Related Documents and in the information contained in the unaudited quarterly financial information of the Authority delivered to OCLTA pursuant to Section 6.01(b)(xii) hereof, in connection with this

Agreement are accurate in all material respects as of the Closing Date and the foregoing documents furnished to OCLTA by or on behalf of the Authority were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the Closing Date, represent the Authority's best estimate of its future financial performance; however, the parties acknowledge that there is no guarantee that the assumptions used therein will not be wrong to a material extent; and (iv) on the Closing Date, after giving effect to the transactions contemplated by this Agreement and the other Related Documents to which it is a party, the Property (including, without limitation, the Collateral when and as received) of the Authority will not be less than the probable liability on its debts as such debts become due, and the Authority expects to have reasonably sufficient revenues to conduct its business.

- (b) Supporting Documents. On or prior to the date of the execution and delivery of this Agreement, OCLTA shall have received, in form and substance satisfactory to OCLTA, the following:
 - (i) true and complete executed originals of this Agreement;
 - (ii) copies of the Indenture and each other Related Document not specified in (i) above;
 - (iii) certified copies of the resolutions of the Authority approving this Agreement, the Related Documents and the other matters contemplated hereby (which certificate shall state that such resolutions are in full force and effect as of the Closing Date);
 - (iv) originals (or copies certified to be true copies by the Authority) of all governmental and regulatory approvals, if any, at the time necessary for the Authority with respect to this Agreement and the transactions contemplated hereby;
 - (v) signature and incumbency certificates, dated the date of the execution and delivery of this Agreement, of the signatures of the officers of the Authority executing this Agreement and the Related Documents to which it is a party and which are being delivered on the date of this Agreement;
 - (vi) a certificate of the Authority, dated the date of the execution and delivery of this Agreement, to the effect set forth in Section 6.01(a) and covering such other matters as OCLTA may reasonably request;
 - (vii) a certificate of the Authority, dated the date of the execution and delivery of this Agreement, certifying and attaching true and complete copies of each of the applicable Related Documents, together with all amendment and modifications thereto;
 - (viii) signature and incumbency certificates, dated the date of the execution and delivery of this Agreement, of the signatures of the officers of the Trustee;

- (ix) a certificate of the Trustee, dated the date of the execution and delivery of this Agreement, covering such matters as OCLTA may reasonably request;
- (x) executed legal opinions, dated the date of the execution and delivery of this Agreement, addressed to OCLTA and in form and substance satisfactory to OCLTA (A) of Bond Counsel covering such matters as OCLTA may reasonably request, including without limitation, a reliance letter from Bond Counsel confirming that OCLTA may rely on the final approving opinion delivered by Bond Counsel in connection with the issuance of the Notes, (B) of counsel to the Authority covering such matters as OCLTA may reasonably request, and (C) of counsel to the Trustee covering such matters as OCLTA may reasonably request; and
- (xi) such other documents, instruments, approvals (and, if requested by OCLTA, certified duplicates of executed copies thereof) or opinions as OCLTA may reasonably request.
- (c) Ratings. OCLTA shall have received (i) satisfactory evidence that the Notes shall have been assigned a long-term rating of not less than "__" by RATING AGENCY and "__" by Moody's.
- (d) No Material Adverse Effect or Change. In the sole judgment of OCLTA, (i) since the most recent date on which the Authority has supplied information, financial or otherwise, to OCLTA, there has been no event which materially adversely affects the issuance of the Notes, the security for the Notes or the Authority's ability to repay when due its obligations under this Agreement and the Related Documents and (ii) since June 30, 2020, in the judgment of OCLTA, there has been no material adverse change or disruption in the financial banking or capital markets for liquidity facilities similar in nature to the facility contemplated by this Agreement.
- Section 6.02. Conditions Precedent to Purchase. The obligation of OCLTA to purchase Authority Refunding Bonds hereunder is subject to OCLTA receiving the Notice of OCLTA Purchase as provided in Section 2.02 hereof.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

The occurrence of any of the events set forth in Sections 7.01 shall constitute an event of default (each, an "Event of Default"). Upon the occurrence of an Event of Default(as hereinafter defined), OCLTA may exercise those rights and remedies provided in Section 7.03.

Section 7.01. Events of Default.

(a) *Payments*. The Authority shall fail to pay when due (i) principal or interest on Authority Refunding Bonds which has become due and payable, or (ii) any amounts owed by the Authority to OCLTA pursuant to this Agreement (other than as described in clause (i) above) and any such failure solely in the case of this clause (ii) is not cured within three (3) Business Days.

- (b) Representations. Any representation or warranty (other than the representations and warranties contained in Sections 4.01(v) and 4.01(w) hereof) made by or on behalf of the Authority in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made.
- (c) Covenants. The Authority shall fail to perform or observe any term, covenant or agreement (other than ones described in any other paragraph of this Section 7.01) contained in (or otherwise incorporated into) this Agreement (each a "Covenant Failure") which failure continues for thirty (30) days or more; provided that such Covenant Failure shall not constitute an Event of Default hereunder until such failure continues for sixty (60) days if (i) the Authority provides satisfactory evidence to OCLTA that such Covenant Failure is able to be cured within sixty (60) days of the occurrence of the Covenant Failure, (ii) the Authority provides reasonable assurances to OCLTA that the Covenant Failure will be cured within sixty (60) days of the occurrence of the Covenant Failure and (iii) the Authority provides satisfactory evidence to OCLTA that the Authority has commenced the process required to cure such Covenant Failure within ten (10) days of the occurrence of such Covenant Failure.
- (d) Debt. (i) Default by the Authority in the payment of any amount due in respect of any Indebtedness payable to OCLTA as and when the same shall become due, or (ii) default by the Authority in the payment of any amount due in respect of any other Indebtedness in an aggregate amount in excess of \$5,000,000 as and when the same shall become due, or (iii) (A) default under any mortgage, agreement or other instrument under or pursuant to which such Indebtedness is incurred or issued, and continuance of such default beyond any period of grace allowed with respect thereto, or (B) the occurrence of any act or omission by the Authority under any such mortgage, agreement or other instrument which, in the case of either (A) or (B), results in any amount of such Indebtedness (if such Indebtedness is a Indebtedness payable to OCLTA) or in excess of \$5,000,000 of such Indebtedness (with respect any other Indebtedness) becoming, or being capable of becoming, immediately due and payable.
- (e) *Invalidity*. Any provision of this Agreement, the Notes or any other Related Document shall cease to be valid and binding, or the Authority shall contest any such provision, or the Authority or any authorized agent or trustee on behalf of the Authority, shall deny that it has any further liability under any provision of this Agreement, the Notes or any other Related Document.
- (f) Other Documents. The occurrence of any default beyond the period of grace, if any, allowed with respect thereto under any Related Document other than this Agreement.
- (g) Financial Emergency. There shall be appointed or designated with respect to the Authority, an entity such as an organization, board, commission, authority, agency or body to monitor or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it.

- (h) Event of Taxability. One or more attachments against the property of the Authority, the operation or result of which, individually or in the aggregate, equal or exceed \$5,000,000 shall remain unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days.
 - (i) Event of Insolvency. The occurrence of an Event of Insolvency.

Section 7.02. Certain Other Matters. No failure or delay on the part of OCLTA in exercising any right, power or privilege hereunder and no course of dealing shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which OCLTA would otherwise have. No notice to or demand on the Authority or any other Person hereto in any case shall entitle the Authority or such other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of OCLTA to any other or further action in any circumstances without notice or demand.

Section 7.03. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement as provided in Section 7.01 hereof, OCTLA shall be entitled to exercise all remedies available at law or equity; provided in no event shall OCLTA be entitled to terminate its obligation to purchase Authority Refunding Bonds as provided in Section 2.01 hereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Changes to Agreement. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto. The Trustee shall give notice to RATING AGENCY, _____ and Moody's, if then rating the Notes, of any amendments to this Agreement.

Section 8.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that the Authority may not assign or transfer any of its rights or obligations hereunder without the prior written consent of OCLTA; and provided, further, however, with respect to OCLTA, no assignment shall occur and become effective until each of RATING AGENCY, and Moody's, if then rating the Notes, has confirmed in writing that such assignment shall not cause the lowering, withdrawal or suspension of any ratings then existing on the Notes. OCLTA may disclose to any assignee or prospective assignee any information or other data or material in OCLTA's possession relating to this Agreement, any Related Document and the Authority, without the consent of or notice to the Authority. OCLTA shall have the right at any time to grant participations in all or part of its obligations hereunder and the obligations of the Authority hereunder to any other institutional purchaser (the "Participants") without the consent of or notice to the Authority or any other Person; provided, however, that notwithstanding anything herein to the contrary, OCLTA shall not grant participations in all or part of its obligations hereunder unless such participation is subject in all cases to the provisions of this Agreement; and provided, further that any such participation shall not relieve OCLTA from any of its obligations

under this Agreement and the Authority and the Trustee may deal exclusively with OCLTA for all purposes of this Agreement (including the making of all payments on Authority Refunding Bonds). OCLTA may disclose to any Participant or prospective Participant any information or other data or material in OCLTA's possession relating to this Agreement, any Related Document and the Authority, without the consent of or notice to the Authority.

Section 8.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 8.04. Submission to Jurisdiction; Waiver of Jury Trial; Judicial Reference.

- (a) Submission to Jurisdiction. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably: (i) submits, to the fullest extent permitted by applicable law, to the exclusive jurisdiction of each of the courts of the courts of the State of California and the United States District Court located in the Southern District of California; provided that the parties agree to the extent either such court shall have competent jurisdiction, that the parties shall first designate the United States District Court located in the Southern District of California as the site of such suit, action or proceeding; and (ii) waives, to the fullest extent permitted by applicable law, (1) any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, (2) any claim that such Proceedings have been brought in an inconvenient forum and (3) the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party and agrees that neither party shall bring Proceedings in any other jurisdiction.
- (b) Waiver of Jury Trial. The extent permitted by law, OCLTA, the Trustee and the Authority each hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to any related document or the transactions contemplated thereby. The Authority further agrees that, in the event of litigation, it will not personally or through its agents or attorneys seek to repudiate the validity of this Section 8.04, and it acknowledges that it freely and voluntarily entered into this Agreement to waive trial by jury in order to induce OCLTA to enter into this Agreement.
- (c) Judicial Reference Provisions. (i) Any and all disputes, claims and controversies arising out of this Agreement or the Related Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a party to this Agreement (collectively, the "Parties") against OCLTA related in any way to the financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section 8.04(c) in lieu of the jury trial waivers otherwise provided in this Agreement or the Related Documents.
 - (ii) Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 *et seg*.
 - (iii) The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience

practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.

- (iv) If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- (v) The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Nothing in this Section 8.04(c) shall be deemed to apply to or limit the right of OCLTA (1) to exercise self-help remedies such as (but not limited to) setoff, or (2) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (3) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (4) to pursue rights against a Party in a third-party proceeding in any action brought against OCLTA (including actions in bankruptcy court). OCLTA may exercise the rights set forth in the foregoing clauses (1) through (4), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in this Agreement or the Related Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement or the Related Documents for judicial reference of any Dispute.
- (vii) If a Dispute includes multiple claims, some of which are found not subject to this Section 8.04(c), the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section 8.04(c) until all other Disputes or parts thereof are resolved in accordance with this Section 8.04(c). If there are Disputes by or against multiple parties, some of which are not subject to this Section 8.04(c), the Parties shall sever the Disputes subject to this Section 8.04(c) and resolve them in accordance with this Section 8.04(c).

- (viii) During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section 8.04(c), each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section 8.04(c). The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- (ix) In the event of any challenge to the legality or enforceability of this Section 8.04(c), the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.
- (x) The provisions of this Section 8.04(c) constitute a "Reference Agreement" between or among the parties within the meaning of and for purposes of California Code of Civil Procedure Section 638.

Section 8.05. Extension of OCLTA Purchase Period. The Stated Expiration Date may be extended from time to time, at the request of the Authority (in the form of Exhibit C attached hereto) made no earlier than 180 days prior to the Stated Expiration Date, by agreement in writing between the Authority and OCLTA (the period from the preceding Stated Expiration Date to such new Stated Expiration Date being herein sometimes called the "Extended OCLTA Purchase Period"). The Extended OCLTA Purchase Period may itself be extended in a like manner for additional periods. OCLTA has no obligation to agree to any Extended OCLTA Purchase Period. If OCLTA, in its sole and absolute discretion, determines to extend any such period, OCLTA shall give written notice of the election to extend to the Authority and the Trustee at least 120 days prior to the expiration of the then Stated Expiration Date. At the time of any extension, OCLTA may, in its sole and absolute discretion, renegotiate terms and conditions of this Agreement, including OCLTA Rate. Notwithstanding anything in this paragraph to the contrary, if OCLTA fails to give notice of an election to extend, this Agreement shall expire at the end of OCLTA Purchase Period or Extended OCLTA Purchase Period then in effect.

Section 8.06. Notice. Any notice, demand, direction, invoice, request or other instrument authorized or required by this Agreement to be given to or filed with the Trustee, OCLTA or the Authority, shall be deemed or have been sufficiently given or filed for all purposes, if any, when delivered by hand or when sent by registered mail, return receipt requested, postage prepaid, and if given by facsimile shall be deemed given when transmitted (receipt confirmed):

If to	the	Trustee	(to	be sent	U.S.	Mail	and	email)	١:

If to OCLTA:

If to the Authority (to be sent U.S. Mail and email):

With a copy to the Trustee.

Section 8.07. Obligations Absolute. The obligations of the Authority under this Agreement shall be absolute, unconditional and irrevocable, and shall be paid and performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances:

- (a) any lack of validity or enforceability of the Related Documents;
- (b) any amendment or waiver of or any consent to or departure from all or any of the Related Documents;
- (c) any exchange, release or non-perfection of any collateral or any release or amendment or waiver of or consent to departure from any guaranty and insurance documents;
- (d) the existence of any claim, set-off, defense, or other right which the Authority may have at any time against the Trustee, OCLTA (other than the defense of the payment to OCLTA in accordance with the terms of this Agreement) or any other Person, whether in connection with this Agreement, the Related Documents, the transactions contemplated herein or therein, or any unrelated transactions;
- (e) any certificate, notice or any other document presented under this Agreement proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever; or
- (f) any other circumstance, or happening whatsoever, whether or not similar to any of the foregoing.

Section 8.08. Holidays. Except as otherwise provided herein, whenever any payment or action to be made or taken hereunder shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action.

Section 8.09. Survival. All representations, warranties, covenants and agreements of the Authority contained in this Agreement as amended or supplemented from time to time or made in writing in connection herewith shall survive the execution and delivery hereof and the purchase of Notes by OCLTA hereunder and shall continue in full force and effect until payment in full of all payment obligations of the Authority hereunder, it being understood that the agreements of the

Authority found in Sections 2.06, 2.07, 3.01(b), and 8.12 shall survive the termination of this Agreement and payment in full of such obligations.

Section 8.10. Liability of OCLTA. The Authority and the Trustee agree that OCLTA shall have no liability or responsibility for the acts or omissions of the Trustee in respect of its use of this Agreement or any amounts made available by OCLTA hereunder. OCLTA shall have no responsibility for, nor incur any liability in respect of, any act, or any failure to act, by the Trustee which results in the failure of the Trustee to effect the purchase of Notes for the account of OCLTA with funds provided by OCLTA pursuant to Section 2.02 or to comply with the applicable provisions of the Indenture. Neither OCLTA nor any of its directors, officers or employees shall be liable or responsible for: (a) the use which may be made of this Agreement or any amounts made available by OCLTA hereunder or for any acts or omissions of the Trustee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon even if such documents should in fact prove to be in any or all respect invalid, insufficient, fraudulent or forged; or (c) any other circumstances whatsoever in making or failing to make payment under this Agreement, other than, in the case of OCLTA, OCLTA's gross negligence or willful failure to purchase Notes when required under the terms and conditions of this Agreement. In no event shall OCLTA be liable to any Person for special, punitive or consequential damages, including, without limitation, such damages suffered by reason of OCLTA's failure to purchase Notes when required under the terms and conditions of this Agreement.

Section 8.11. Indemnification. To the extent permitted by law, the Authority agrees to indemnify and hold OCLTA harmless from and against, and to pay on demand, any and all claims, damages, losses, liabilities, costs and expenses whatsoever which OCLTA may incur or suffer by reason of or in connection with (i) the execution and delivery or performance of this Agreement or any other documents which may be delivered in connection with this Agreement, (ii) the disclosure in the Official Statement or any other offering document used in connection with the offering, sale, remarketing or resale of the Notes, other than information regarding OCLTA set forth therein which is expressly provided by OCLTA for inclusion therein, or (iii) any breach by the Authority of any warranty, covenant, term or condition in, or the occurrence of any default under, this Agreement or any other Related Document, including, without limitation, the reasonable fees and expenses of counsel for OCLTA or any consultant to OCLTA with respect thereto and with respect to advising OCLTA as to its rights and responsibilities under this Agreement and all reasonable fees and expenses, if any, in connection with the enforcement or defense of the rights of OCLTA in connection with this Agreement or any of the Related Documents, or the collection of any monies due under this Agreement or such other documents which may be delivered in connection with this Agreement or any of the Related Documents; except, only if, and to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by OCLTA's gross negligence or willful misconduct as determined by a court of competent jurisdiction. Promptly after receipt by OCLTA or notice of the commencement, or threatened commencement, of any action subject to the indemnities contained in this Section 8.12, OCLTA shall promptly notify the Authority thereof, provided that failure to give such notice shall not relieve the Authority from any liability to OCLTA hereunder. The obligations of the Authority under this Section 8.12 shall survive payment of all obligations by the Authority to OCLTA owed under this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, for

the purposes of this Section 8.12(b) all references to OCLTA shall also include its officers, directors, employees and agents of OCLTA.

Section 8.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together shall constitute one and the same instrument.

Section 8.13. Document Imaging and Electronic Transactions. OCLTA is permitted to create electronic images of this Agreement and the other Related Documents and to destroy paper originals of any such imaged documents. Any such images maintained by OCLTA as a part of its normal business processes shall be given the same legal effect as the paper originals. OCLTA is permitted to convert this Agreement and the other Related Documents into a "transferable record" under the Uniform Electronic Transactions Act ("UETA"), with the image of such instrument in OCLTA's possession constituting an "authoritative copy" under UETA.

Section 8.14. Notice of New Addresses Under Related Documents. The Authority shall deliver a copy of this Agreement to the Trustee as notice of a new address for notices to OCLTA under the respective notice provisions of each of the Related Documents.

Section 8.15. Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement, effective as of the day and year first above written.

ORANGE COUNTY TRANSPORTATION AUTHORITY

	By:
	Its:
APPROVED AS TO FORM:	
General Counsel	

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

	By:	
	Its:	
APPROVED AS TO FORM:		
General Counsel		

EXHIBIT A

NOTICE OF OCLTA PURCHASE

Ехнівіт В

FORM OF REQUEST FOR EXTENSION OF STATED EXPIRATION DATE

[DATE]

EXHIBIT C

FORM OF COMPLIANCE CERTIFICATE

[Date]

hereinafter defined Agreement, the "Authority"), a local transportation authority duly established and existing under the laws of the State of California, and hereby certifies that (unless otherwis defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the hereinafter defined Agreement): 1. Under his or her supervision, the Authority has made a review of it activities during the preceding annual period covered by the attached financial statement for the purpose of determining whether or not the Authority has complied with all of the terms, provisions and conditions of that certain Standby Bond Purchase Agreement (the "Agreement") dated as of September 1, 2021, among the Orange County Transportation Authority (the "Authority"),, as Trustee (the "Trustee"), and Mizuh-OCLTA, Ltd., acting through its California Branch (the "OCLTA"). 2. Nothing has come to his or her attention to lead him to believe that any Event of Default under the Agreement exists or, if such is not the case, specifying such Event of Default and the nature thereof, except as set forth below: Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Authority has taken, is taking, or proposes to take with respect to each such condition or event:	The undersigned is the TRANSPORTATION AUTHORITY (together with its successors	and as	signs	-	under the
1. Under his or her supervision, the Authority has made a review of it activities during the preceding annual period covered by the attached financial statement for the purpose of determining whether or not the Authority has complied with all of the terms, provisions and conditions of that certain Standby Bond Purchase Agreement (the "Agreement") dated as of September 1, 2021, among the Orange County Transportation Authority (the "Authority"),, as Trustee (the "Trustee"), and Mizuhe OCLTA, Ltd., acting through its California Branch (the "OCLTA"). 2. Nothing has come to his or her attention to lead him to believe that any Event of Default under the Agreement exists or, if such is not the case, specifying such Event of Default and the nature thereof, except as set forth below: Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existent and the action which the Authority has taken, is taking, or proposes to take with	and existing under the laws of the State of California, and her	eby cert	tifies t	that (unless	otherwise
activities during the preceding annual period covered by the attached financial statement for the purpose of determining whether or not the Authority has complied with all of the terms, provisions and conditions of that certain Standby Bond Purchase Agreement (the "Agreement") dated as of September 1, 2021, among the Orange County Transportation Authority (the "Authority"),, as Trustee (the "Trustee"), and Mizuho OCLTA, Ltd., acting through its California Branch (the "OCLTA"). 2. Nothing has come to his or her attention to lead him to believe that any Event of Default under the Agreement exists or, if such is not the case, specifying such Event of Default and the nature thereof, except as set forth below: Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existent and the action which the Authority has taken, is taking, or proposes to take with	<u> -</u>	nave the	mear	mgs useric	rea merete
Event of Default under the Agreement exists or, if such is not the case, specifying such Event of Default and the nature thereof, except as set forth below: Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Authority has taken, is taking, or proposes to take with	activities during the preceding annual period covered be for the purpose of determining whether or not the Aut terms, provisions and conditions of that certain Stand "Agreement") dated as of September 1, 2021, among Authority (the "Authority"),, as Tru	by the at hority hority Bond the Oranstee (the	tached as cord Purc nge C e "Tr	d financial mplied with thase Agrectounty Transverse (wastee "), and	statements a all of the ement (the asportation
detail, the nature of the condition or event, the period during which it has existed and the action which the Authority has taken, is taking, or proposes to take with	Event of Default under the Agreement exists or, if su	ch is no	t the		
	detail, the nature of the condition or event, the and the action which the Authority has taken,	period	during	g which it l	nas existed

The foregoing certifications, together with the computations set forth in the Attachment hereto and the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered this day of, 20
ORANGE COUNTY TRANSPORTATION AUTHORITY
By:
Name:
Title:

EXHIBIT D

TERMS FOR ISSUANCE OF SUBORDINATE LIEN M2 INDEBTEDNESS ("SLO")

(Note: unless otherwise specified, defined terms shall have the same meaning as defined in the Master Trust Indenture ("MTI") dated December 1, 2010)

PLEDGED REVENUES Sales Tax Revenues as defined in the MTI

PAYMENT/LIEN PRIORITY Gross pledge of Sales Tax Revenues received from the

senior lien bonds trustee after payment of debt service and fill up of reserves, if any for the senior lien bonds, and paid out of the subordinate obligations fund in the senior lien

indenture

ADDITIONAL BONDS TEST SLOs shall be subject to the same issuance requirements as

specified in Section 3.02 of the MTI, with the following

exceptions:

• The SLOs shall be issued pursuant to a subordinate lien supplemental indenture; and

• Payment dates for payment of principal and interest will be April 15 and October 15

be April 13 and October 1

DEBT SERVICE RESERVE FUND OCLTA may fund a debt service reserve fund, at its

discretion, on a Series specific basis. Any debt service reserve fund established for a specific series of SLOs shall only be available and for the benefit of the specified SLO series. OCLTA does not intend on funding a debt service reserve fund if OCTA exercises its right to draw on the

SBPA and OCLTA proceeds with an issuance of SLOs.

COVENANT NOT TO ISSUE So long as the OCTA Series 2021 BANs remain outstanding,

OCLTA covenants not issue any additional SLOs, other than SLOs required to fund its purchase commitment under the SBPA.





September 13, 2021

To: Members of the Board of Directors

Andrea West, Interim Clerk of the Board North From:

Subject: Capital Programming Update

Regional Planning and Highways Committee Meeting of September 2, 2021

Present: Directors Chaffee, Delgleize, Harper, Hernandez, Muller,

Murphy, and Sarmiento

Absent: Director Bartlett

Committee Vote

Following the roll call vote, this item was declared passed 7-0 by the Members present.

Committee Recommendations

- Α. Consistent with right-of-way phase estimates for the Interstate 5 Improvement Project from Yale Avenue to State Route 55 (Segment 2), authorize the use of \$23.926 million from the following fund sources:
 - Surface Transportation Block Grant (\$17.5 million),
 - Measure M2 freeway funds (\$5.575 million),
 - Repurposed earmarks (up to \$0.851 million), contingent on Federal Highway Administration approval, and
 - Additional Measure M2 freeway funds in lieu of \$0.851 million of repurposed earmarks, in the event the federal funds are not available.



Committee Recommendations (Continued)

- B. Consistent with updated design phase estimates for the State Route 55 Improvement Project from Interstate 5 to State Route 91, authorize the use of the funding below, increasing total funding for the phase from \$8.921 million to \$11 million, and reducing Measure M2 funds by \$3.921 million:
 - Surface Transportation Block Grant (\$3.359 million), and
 - Highway Infrastructure Program (\$2.641 million)
- C. Authorize the use of \$1.720 million in Measure M2 for the State Route 55 Improvement Project from Interstate 405 to Interstate 5 to support anticipated increased costs for the design phase, changing the total project estimated cost from \$504 million to \$505.720 million.
- D. Consistent with the forecasted cost for the environmental phase for the Interstate 5 Managed Lanes Project from the Orange County/San Diego County line to Avenida Pico, authorize the use of \$0.907 million in additional Surface Transportation Block Grant funds to fund this change in the project cost estimate from \$5.5 million to \$6.407 million.
- E. Authorize the use of \$3.207 million in additional up to Measure M2 Regional Capacity Program funds for the OC Bridges Railroad Grade Separation Program in lieu of federal Congestion Mitigation and Air Quality improvement funding.
- F. Authorize the use of \$12.526 million in Congestion Mitigation and Air Quality Improvement Program funds for 173 bus engine repowers.
- G. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary.



September 2, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Capital Programming Update

Overview

The Orange County Transportation Authority uses various funding sources to implement planning efforts, capital projects, and transit operations. Project costs can vary from the programmed amount in response to changing circumstances, which may require funding revisions. Board of Directors' authorization is required to provide funding for current or planned freeway, grade separation, and transit capital projects.

Recommendations

- A. Consistent with right-of-way phase estimates for the Interstate 5 Improvement Project from Yale Avenue to State Route 55 (Segment 2), authorize the use of \$23.926 million from the following fund sources:
 - Surface Transportation Block Grant (\$17.5 million),
 - Measure M2 freeway funds (\$5.575 million),
 - Repurposed earmarks (up to \$0.851 million), contingent on Federal Highway Administration approval, and
 - Additional Measure M2 freeway funds in lieu of \$0.851 million of repurposed earmarks, in the event the federal funds are not available.
- B. Consistent with updated design phase estimates for the State Route 55 Improvement Project from Interstate 5 to State Route 91, authorize the use of the funding below, increasing total funding for the phase from \$8.921 million to \$11 million, and reducing Measure M2 funds by \$3.921 million:
 - Surface Transportation Block Grant (\$3.359 million), and
 - Highway Infrastructure Program (\$2.641 million).

- C. Authorize the use of \$1.720 million in Measure M2 for the State Route 55 Improvement Project from Interstate 405 to Interstate 5 to support anticipated increased costs for the design phase, changing the total project estimated cost from \$504 million to \$505.720 million.
- D. Consistent with the forecasted cost for the environmental phase for the Interstate 5 Managed Lanes Project from the Orange County/San Diego County line to Avenida Pico, authorize the use of \$0.907 million in additional Surface Transportation Block Grant funds to fund this change in the project cost estimate from \$5.5 million to \$6.407 million.
- E. Authorize the use of up to \$3.207 million in additional Measure M2 Regional Capacity Program funds for the OC Bridges Railroad Grade Separation Program in lieu of federal Congestion Mitigation and Air Quality improvement funding.
- F. Authorize the use of \$12.526 million in Congestion Mitigation and Air Quality Improvement Program funds for 173 bus engine repowers.
- G. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

Background

The Orange County Transportation Authority (OCTA) directs the use of federal, state, and local funds based on the Board of Directors' (Board)-approved Capital Programming Policies (Attachment A), and this Capital Programming update item seeks approval to fund cost increases, and upcoming projects or phases of projects. Additionally, staff will continue to seek cost savings and minimize the use of funding where applicable.

As projects progress through development, costs can change, funding agency requirements may limit the anticipated use of funds, opportunities to maximize external funding may arise, savings may be identified, or additional or different funding may be required. OCTA regularly reports on specific project costs through the quarterly Capital Action Plan (CAP), which highlights project costs, schedules, and status. Board action to update funding for projects is requested periodically to support costs consistent with the revised funding need for projects. Project descriptions and additional information for each of the projects discussed in this staff report are included in Attachment B. The Capital Funding Program (CFP) includes a summary of how OCTA's capital projects are currently funded along with the proposed changes in this itemand is provided as Attachment C. A list of Board actions, which directed capital funds towards OCTA capital projects over the last six months, is provided in Attachment D.

The Federal Highway Administration (FHWA) allows states to use stale and unspent federal earmarks or repurpose them to other transportation projects. FHWA and the California Department of Transportation (Caltrans) have identified three stale earmarks from Orange County, with unspent funding remaining available to be repurposed to other projects. These are included in Attachment B. The original projects are now complete or did not proceed using the federal funds. The earmarks that appear to be available to OCTA for repurposing total \$0.851 million and may be repurposed to other projects. To repurpose these funds, OCTA requests approval through Caltrans and the FHWA. Staff recommendations for repurposing these funds are described below. While these earmarks are listed as available for repurposing, FHWA makes the final determination.

Discussion

The CAP lists highway, grade separation, rail, and transit projects and includes the cost estimate at completion, as well as the schedule for key milestones for each project. In coordination with project managers, programming staff refers to the CAP from the Capital Programs Division to recommend or make funding adjustments for new projects, ongoing projects, and projects that have met key milestones or other adjustments.

Freeway Program Funding Changes

The following recommendations for increased or exchanged funding for freeway projects are primarily based on estimates included in the CAP, presented to the Board on May 10, 2021. For project phases already underway, some changes are based on a forecast of actual costs. The projects are proposed to receive federal funds from the Surface Transportation Block Grant Program (STBG), Highway Infrastructure Program (HIP), repurposed earmark funds, and Measure M2 (M2) Freeway Program funds. The STBG and HIP funds are available to be used for these projects as they were previously set aside to be used for the construction phase of the State Route 55 (SR-55) Improvement Project from Interstate 405 (I-405) to Interstate 5 (I-5). However, the SR-55 project was alternatively funded with SB 1 (Chapter 5, Statutes of 2017) competitive program funds. Staff is recommending the following funding changes which are further described in Attachment B.

I-5, Yale Avenue to SR-55

The I-5 Improvement Project from Yale Avenue to SR-55 (Segment 2) entered the plans, specifications, and estimates (PS&E) phase in May 2021. This project will add one mixed-flow lane in both the northbound and southbound directions from the SR-55 on-ramp to Yale Avenue in the City of Irvine. OCTA staff is also currently developing a right-of-way (ROW) cooperative agreement with Caltrans.

Based on the status of the design phase, staff recommends funding the ROW phase, which is estimated to cost \$23.926 million with approximately:

- \$17.5 million in STBG funds.
- \$5.575 million in M2 freeway funds, and
- \$0.851 million in repurposed earmark funding.

The proposed use of \$0.851 million in repurposed earmarks contingent upon approval from the FHWA. If FHWA does not authorize any portion of the federal earmarks for this project, staff is requesting authorization to use additional M2 Freeway Program funds instead. Funding recommendations for the construction phase will be presented to the Board at a future date as project design work is completed. Staff will also report back on the success of the use of repurposed earmarks as part of a future Capital Programming Update item.

SR-55, I-5 to State Route 91 (SR-91)

The SR-55 Project from I-5 to SR-91 will add one general-purpose lane in each direction between State Route 22 (SR-22) and I-5, and includes operational improvements between SR-22 and SR-91. The Board approved the use of \$8.921 million in M2 funding for the PS&E phase on January 13, 2020. Based on a review of the scope and actual cost for several similar projects, OCTA staff has determined that the project will require an additional \$2.079 million for the design phase, for a total estimated cost of \$11 million. Staff is proposing to use \$2.641 million in federal HIP funds and \$3.359 million in STBG for the PS&E phase. Using additional federal funds allows OCTA to preserve \$3.921 million in local M2 freeway funds for future M2 freeway projects. The total estimated the PS&E cost after these proposals stands at \$11 million. The funding changes for PS&E phase are noted in the table below and are further described in Attachment B.

Existing Funding				
(in 000s)	STBG	M2	HIP	Total
PS&E		\$ 8,921		\$ 8,921

Proposed Funding				
(in 000s)	STBG	M2	HIP	Total
PS&E	\$ 3,359	\$ 5,000	\$ 2,641	\$ 11,000
CHANGE	\$ 3,359	(\$3,921)	\$ 2,641	\$ 2,079

HIP - Highway Infrastructure Program

SR-55, I-405 to I-5

The SR-55 Improvement Project between the I-405 and I-5 will add a general-purpose, high-occupancy vehicle (HOV), and auxiliary lanes in both directions between I-405 and I-5. This project is nearing completion of the PS&E

phase and is expected to be advertised for construction in the December 2021 timeframe. Additional funding is needed to complete the PS&E phase. Staff estimates that an additional \$1.720 million is needed to address additional roadway design, survey, utility and ROW coordination, engineering reports modifications, environmental services, and OCTA labor costs. A complementary staff report to amend the existing design services contract will be presented at the same Board meeting and provide more detail on the need for the additional funding. This adjustment changes the total project cost estimate from \$504 million to \$505.720 million, and is proposed to be funded with M2 Freeway Program funds. Attachment B also provides additional detail on this requested action.

I-5, Orange County/San Diego County Line to Avenida Pico

On May 11, 2020, the Board approved \$5.5 million in STBG funds for the project approval and environmental document phase for the I-5 Project from the Orange County/San Diego County line to Avenida Pico. The project entered the environmental phase in March 2021. While drafting the cooperative agreement with Caltrans, additional project risks and OCTA costs related to outreach were identified, necessitating an increase in the project budget. This increase adjusts the cost estimate for the environmental phase from \$5.5 million to \$6.407 million. Staff is proposing up to \$0.907 million in additional STBG funding for the project. This project complements Project C in the M2 Freeway Program, which extended the HOV lane from San Juan Creek Road to Avenida Pico. It is also a key project that has been identified to address congestion in south Orange County.

OC Bridges Railroad Grade Separations

OCTA OC initiated the Bridges Railroad Grade Separation Program (OC Bridges Program) in 2007, in coordination with the cities of Anaheim, Fullerton, and Placentia. Undercrossings at Placentia Avenue and Kraemer Boulevard overcrossings Orangethorpe and at Tustin Avenue/Rose Drive, and Lakeview Avenue were implemented by OCTA. The City of Fullerton has implemented undercrossings at State College Boulevard and Raymond Avenue. All seven grade separations were constructed and opened to traffic by the end of 2017.

In July 2020, the Board approved funding changes to the OC Bridges Program, which were anticipated to be the final funding changes necessary to closeout these projects. However, staff is returning to the Board to seek approval to use additional M2 Regional Capacity Program (RCP) in lieu of CMAQ funds to close out the OC Bridges Program. The changes are primarily related to the State College Boulevard grade separation, Lakeview Avenue, and Raymond Avenue grade separations and are reflected in Attachment B.

CMAQ funds may be used to support grade separation projects, but are intended to support projects that improve air quality and cannot be used for roadway widening.

FHWA would not approve the use of a portion of the federal funds assigned to the grade separation projects, given roadway widening components were included in the projects. All other funding sources have been exhausted, including the use of proceeds from the surplus property. Based on these recommendations, the current M2 RCP amount used for the OC Bridges Program totals \$152.625 million, which is below the July 2010 Board-approved M2 RCP amount of \$169.397 million for the program.

Bus Upgrades

Staff is recommending use up to \$12.526 million in CMAQ funds to purchase 173 Cummins L9N, 8.9-liter, compressed natural gas-powered engines. The new engines will replace the older 8.9L Cummins ISL-G engines, which will reach the manufacturer-recommended engine replacement mileage by early 2022. The timing of this engine repower is consistent with maintaining the useful life of the fleet as stated in the 20-Year Fleet Outlook and the Transit Asset Management Plan. Of the 173 engines, 16 will be installed in 60-foot buses and the remaining 157 will be for 40-foot buses. The proposed engines have been certified by the California Air Resources Board as a near-zero-emission engine, which will further decrease the emissions profile of the entire bus fleet. A portion of the proposed CMAQ funds are being redirected from the OC Bridges program. The additional CMAQ was previously set aside to be used for the construction of High Occupancy Vehicle lanes for the State Route 55 Improvement Project from I-405 to I-5. However, the SR-55 project was alternatively funded with SB 1 (Chapter 5, Statutes of 2017) competitive program funds. The use of CMAQ for bus repowers is consistent with the Capital Programming Policies regarding bus transit capital projects. Additionally, this project was anticipated in the OCTA Comprehensive Business Plan, and this action identifies the funding source that will support the project.

Summary

To ensure that OCTA projects are fully funded, external funds are maximized, and funding levels are consistent with the estimate at completion listed in the quarterly CAP, staff is seeking Board approval to use and redistribute federal and local funds for several freeway, grade separation, and transit projects.

Attachments

- A. Existing Capital Programming Policies by Fund Source, February 2019
- B. Capital Programming Update Project Descriptions
- C. Capital Funding Program Report
- D. List of Board of Directors Reports with Programming Actions, January 2021 June 2021

Prepared by:

Ben Ku

Section Manager,

Formula Funding Programs

(714) 560-5473

Approved by:

Kia Mortazavi

Executive Director, Planning

(714) 560-5741

Funding Source	Measure M2 Programming Policies
	M2 Programs
Projects A-M (Freeway projects on Interstate 5, State Route 22, State Route 55, State Route 57, State Route 91, Interstate 405, and Interstate 605)	Use projects A-M Measure M2 (M2) funding consistent with the M2 Transportation Investment Plan, the M2020 Plan, and subsequent Board of Directors' (Board)-approved plans and updates to the M2 Program. funds to projects through formal programming actions.
Freeway Environmental Mitigation Program (Tied to projects A-M)	Utilize five percent net revenues derived from M2 funding for projects A-M consistent with the M2 Transportation Investment Plan, the M2020 Plan, and subsequent Board-approved plans and updates to the M2 Program. Program funds to projects through Board approval actions for needed environmental mitigation projects.
Project N (Freeway Service Patrol)	Use Project N funds for the Freeway Service Patrol Program. Funds are programmed through the annual budget process.
Project O (Regional Capacity Program) and Project P (Regional Traffic Signal Synchronization Program)	Use Project O and Project P M2 funding consistent with the M2 Transportation Investment Plan and the Comprehensive Transportation Funding Programs (CTFP) Guidelines. Program funds to projects through the cyclical CTFP call for projects (call) programming recommendations.
Project Q (Local Fair Share Program)	Use Project Q M2 funds consistent with the M2 Transportation Investment Plan. Funds are programmed through the annual budget, but actual disbursements may be adjusted based on the formula distribution of funds.
Project R (High-Frequency Metrolink Service)	Use Project R M2 funding consistent with the M2 Transportation Investment Plan, the latest Next 10 Delivery Plan (Next 10 Plan), the Comprehensive Business Plan, and subsequent Board-approved plans and updates to the M2 Program. Program funds to projects through formal programming actions.
Project S (Transit Extensions to Metrolink) and Project T (Metrolink Gateways)	Use Project S and Project T M2 funding consistent with the M2 Transportation Investment Plan and the CTFP Guidelines. Program funds to projects through a call.
Project U (Expand Mobility Choices for Seniors and Persons with Disabilities)	Use Project U M2 funds, consistent with the M2 Transportation Investment Plan, the Comprehensive Business Plan, and subsequent Board-approved plans and updates to the M2 Program. Funds are programmed through the annual budget process.
Project V (Community-Based Transit Circulators) and Project W (Safe Transit Stops)	Use Project V and Project W M2 funding consistent with the M2 Transportation Investment Plan, and the CTFP Guidelines. Program funds to projects through a call.

1

Funding Source	Measure M2 Programming Policies
Project X (Environmental Cleanup)	Use Project X M2 funding consistent with the M2 Transportation Investment Plan and the CTFP Guidelines. Program funds to projects through the CTFP call.
	The Environmental Cleanup Program consists of two programs. The Tier 1 Grant Program is designed to mitigate the more visible forms of pollution. Tier 1 consists of funding for equipment purchases and upgrades to existing catch basins and related devices such as screens, filters, and inserts. The Tier 2 Grant Program consists of funding regional, multi-jurisdictional, and capital-intensive projects, such as constructed wetlands, detention/infiltration basins, and bioswales.
Funding Source/Agency	State and Federal Programming Policies
All State and Federal Fund Sources	First priority of all funding sources is to fulfill commitments to the latest Next 10 Plan, specifically M2 projects and to maintain existing Orange County Transportation Authority's (OCTA) assets in a state of good repair (SGR). Consideration will also be given to use state and federal funds for projects that are complementary to M2 projects and that share the program goals to reduce congestion, strengthen the economy, and improve the quality of life. All fund sources must be programmed through formal programming actions.
	State
Active Transportation Program (ATP) – Southern California Association of Governments (SCAG) Regional Selection (Formula)/California Transportation Commission (CTC)/SCAG	Bicycle and pedestrian projects up to a ten percent set-aside and contingent on ready-to-go projects as submitted through competitive calls.
Cap-and-Trade (Competitive) – Affordable Housing and Sustainable Communities Program (AHSC)/Strategic Growth Council	Use AHSC for fixed-guideway and transit corridor projects that serve disadvantaged communities and reduce greenhouse gas (GHG) emissions.
	*Note – In the guidelines, a transit project must be paired with an affordable housing project for Transit Oriented Development Program funds.
Cap-and-Trade (Formula) – Low Carbon Transit Operations Program (LCTOP)/California Department of Transportation (Caltrans)	Use LCTOP for transit operations or capital for expansion of bus transit service, fare reduction programs, and other bus and commuter rail transit efforts that increase ridership and reduce GHG emissions, where 50 percent of the funds provide benefit for passengers in disadvantaged communities. Funds generated from commuter rail service in Orange County may be used in Orange County for the expansion of commuter rail service, fare reduction programs for commuter rail, and other eligible commuter rail efforts that increase ridership and reduce GHG emissions.
Cap-and-Trade (Competitive) – Transit and Intercity Rail Capital Program (TIRCP)/California State Transportation Agency	Use TIRCP for capital projects that expand bus and rail service to increase ridership and for projects that improve the integration between bus and rail systems. Projects must also reduce GHG emissions.

Funding Source/Agency	State and Federal Programming Policies
Proposition 1A/CTC	All funds are programmed.
Proposition 1B – Competitive Programs Funding/CTC	Maximize the Orange County allocations consistent with each program and ensure the receipt of allocated funds.
Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)/ Caltrans	Use PTMISEA funds for commuter rail improvements and to fund existing State Transportation Improvement Program (STIP) Public Transit Administration projects (approximately \$60 million) currently programmed in the 2010 STIP and for eligible OC Bridges projects.
Proposition 1B – Transit System Safety, Security and Disaster Response Account (TSSSDRA)/California Governor's Office of Emergency Services	Use TSSSDRA to support capital projects that enhance the safety, security, and emergency response capabilities of transit.
Proposition 116 (CTC)	Use cost savings for commuter or intercity rail capital improvement projects along the Metrolink corridor (between the cities of Buena Park and San Clemente) that are funded with Measure M1 and M2 funds on a first-come, first-served basis.
SB 1 (Chapter 5, Statutes of 2017) - Local Partnership Program (LPP) – Formula/CTC	Use LPP for ready-to-deliver M2 projects which are compatible with state goals and seek to balance funds between freeways, streets and roads, transit capital, and eligible environmental clean-up, and based on the timing for the request for project nominations.
SB 1 - SGR/Caltrans	Use funds for bus transit capital projects and for maintenance, rehabilitation, and replacement of existing OCTA transit assets.
SB 1 - Trade Corridors Enhancement Program (TCEP)/CTC	Use TCEP first for eligible M2 Program projects that meet the requirements and goals of the program, then fund other eligible Orange County projects
STIP/CTC	Use of STIP funds for M2 freeway, commuter rail, fixed-guideway projects, planning/programming and complementary activities, which seek an equitable balance between freeways and transit capital and are consistent with state goals.

Funding Source/Agency	State and Federal Programming Policies			
Federal				
Congestion Mitigation and Air Quality (CMAQ)/Caltrans for Federal Highways Administration (FHWA)	 M2 fixed-guideway and/or M2 high-occupancy vehicle or high-occupancy toll operational improvements, as match to leverage funding for OC Bridges grade separation projects, vanpool program and rideshare services, other rail and bus transit capital projects, traffic light synchronization projects, and new or expanded bus transit operations (three years of CMAQ funding may be used for the first five years). Set-asides: Bicycle and pedestrian projects up to a ten percent set-aside and contingent on ready-to-go projects as submitted through competitive calls.			
Federal Transit Administration (FTA) Section 5307 Formula/FTA	Use funds to support ongoing transit operations and SGR through (not in priority order): • preventive maintenance, • capital cost of contracting, and • bus replacement. Lower priority but eligible if funding available: • other priority capital projects that are consistent with the comprehensive business plan. Set-Asides: Up to 20 percent for paratransit operating assistance, one percent for transit security (unless funded using local, state, or other federal funds), and percent of funds generated by rail operations to be used for rail operations and capital projects.			
FTA Section 5309 Fixed-Guideway Capital Investment Grants ("New Starts")/FTA	Prioritize M2 fixed-guideway projects that are following project development requirements consistent with the "New Starts" and/or "Small Starts" process.			
FTA Section 5310 Formula Funds/FTA	Use funds for eligible enhancements to paratransit capital and operations.			
FTA Section 5337 Formula Funds/FTA	Use funds for commuter rail rehabilitation and/or renovation projects, for capital projects that maintain and/or replace equipment and facilities to keep the commuter rail system in a state of good repair and for preventive maintenance. Use funds generated by bus transit for bus transit capital maintenance.			

Funding Source/Agency	State and Federal Programming Policies
FTA Section 5339 Formula Funds/FTA	Use funds for: capital maintenance,
	 capital mainteriors, capital cost of contracting, bus replacement, and
	other bus capital projects as identified in the transit asset management plan.
Highway Infrastructure Program/Caltrans for FHWA	Use funds for M2 Freeway Program (consistent with the latest Next 10 Plan).
National Highway Freight Program/CTC for FHWA	Currently these funds are administered by the state through the TCEP (see TCEP above).
Surface Transportation Block Grant (STBG) Program - Formerly the Regional Surface Transportation Program/Caltrans for FHWA	Use funds for M2 Freeway Program (consistent with the latest Next 10 Plan) and local streets and roads. Funds may also be used for countywide planning activities up to five percent annually
Transportation Alternatives Program (TAP) – CTC/SCAG through ATP	Use 100 percent of annual TAP apportionment for bicycle and pedestrian projects through a competitive call to local agencies. Currently these funds are administered by the state through the ATP. See ATP above.

Interstate 5 (I-5) Improvement Project from Yale Avenue to State Route 55 (SR-55) (Segment 2)

This project will add one mixed-flow lane in both the northbound and southbound directions from the SR-55 on-ramp to Yale Avenue in the City of Irvine. The additional lanes will reduce corridor traffic congestion, reduce hours of travel, improve traffic operations and improve access to high-occupancy vehicle lanes. This is Segment 2 of Project B in the Measure M2 (M2) Ordinance.

This project is currently funded through the design phase with \$17.425 million of STBG and M2 funds. Staff is recommending funding the ROW phase with \$17.500 million in STBG funds, \$0.851 million in repurposed earmarks (detailed below) and \$5.575 million in M2 freeway funds, resulting in a total of \$41.351 million of programmed funding for the design and ROW phases. Utilizing federal funds for portions of the project will allow the Orange County Transportation Authority (OCTA) to benefit from the lower indirect costrate proposal for oversight work carried out by the California Department of Transportation (Caltrans). Staff will return to the Board of Directors (Board) for recommendations for the construction phase at a future date.

The Federal Highways Administration (FHWA) and Caltrans have identified the following three stale earmarks from Orange County with unspent funding remaining available to be repurposed to other projects:

- State Route 91 (SR-91) Congestion Relief Project \$0.237 million (no obligation activity),
- Image-based toll collection system project \$0.188 million (original project completed), and
- State College/ BNSF Railway Company (BNSF) grade separation \$0.426 million (original project completed).

Total amount available for repurposing is \$0.851 million. Use of these funds is contingent on approval by FHWA and Caltrans.

These proposed funding actions are summarized in the table below:

Existing Funding (in 000s)	STBG	M2	Total	
PA&ED	\$ 3,527		\$ 3,527	
PS&E	\$ 11,500	\$ 2,398	\$ 13,898	
ROW	TBD	TBD	TBD	
CON	TBD	TBD	TBD	
TOTAL	\$ 15,027	\$ 2,398	\$ 17,425	

PA&ED - Project approval and environmental document

ROW - Right-of-way CON – Construction

PS&E - Plans, specifications, and estimates

STGB - Surface Transportation Block Grant

Proposed Funding		Federal		
(in 000s)	STBG	Demo	M2	Total
PA&ED	\$ 3,527			\$ 3,527
PS&E	\$ 11,500		\$ 2,398	\$ 13,898
ROW	\$ 17,500	\$851	\$ 5,575	\$ 23,926
CON	TBD	TBD	TBD	TBD
TOTAL	\$ 32,527	\$851	\$ 7,973	\$ 41,351
CHANGE	\$ 17,500	\$851	\$ 5,575	\$ 23,926

Federal Demo - Federal Demonstration

SR-55 Improvement Project from I-5 to SR-91

This project will add one general purpose lane in each direction between State Route 22 (SR-22) and I-5 and provide operational improvement between SR-22 and SR-91 (Project F). The objective of the proposed project is to reduce traffic congestion, improve mobility, and improve traffic operations in the study area.

The environmental phase of the project is fully funded with \$5 million of STBG funds. The design phase is currently funded with \$8.921 million of M2 funds, and OCTA staff is proposing \$2.641 million in available federal HIP funds and an additional \$3.359 million in STBG for the PS&E phase. These federal funds have become available for use on projects due to recent adjustments to the obligation authority plan and will replace \$3.921 million in local M2 funds. The total project funding increases by \$2.079 million to \$16 million, and changes are summarized below. Staff will return to the Board with recommendations for the ROW and construction phases at a future date.

Existing Funding				
(in 000s)	STBG	M2	HIP	Total
PA&ED	\$ 5,000			\$ 5,000
PS&E		\$ 8,921		\$ 8,921
ROW	TBD	TBD	TBD	TBD
CON	TBD	TBD	TBD	TBD
TOTAL	\$ 5,000	\$ 8,921		\$ 13,921

Proposed Funding				
(in 000s)	STBG	M2	HIP	Total
PA&ED	\$ 5,000			\$ 5,000
PS&E	\$ 3,359	\$ 5,000	\$ 2,641	\$ 11,000
ROW	TBD	TBD	TBD	TBD
CON	TBD	TBD	TBD	TBD
TOTAL	\$ 8,359	\$ 5,000	\$ 2,641	\$ 16,000
CHANGE	\$ 3,359	(\$3,921)	\$ 2,641	\$ 2,079

HIP - Highway Infrastructure Program

SR-55 Improvement from I-405 to I-5

The SR-55 Improvement Project from I-405 to I-5 is a critical M2 freeway project which will add a general purpose, high-occupancy vehicle, and auxiliary lanes in both directions between I-405 and I-5 (Project F). The SR-55 Project is expected to significantly improve mobility and increase access to jobs, healthcare facilities, John Wayne Airport, and the various educational facilities in and around Orange County.

This project is nearing completion of PS&E and is expected to be advertised for construction in the December 2021 timeframe. Additional funding is needed to complete PS&E phase. Staff estimates that an additional \$1.72 million is needed to address

additional roadway design, survey, utility and ROW coordination, engineering reports modifications, environmental services, and OCTA labor costs. A complementary staff report to amend the existing design services contract will be presented at the same Board meeting and provide more detail on the need for the additional funding. This adjustment changes the total project cost estimate from \$504 million to \$505.720 million and is proposed to be funded with M2 Freeway Program funds.

Existing Funding (in 000s)	CMAQ	STIP	STBG	SHOPP	M2	TCEP	LPP-C	TOTAL
PA/ED				\$200	\$6,308			\$6,508
PS&E			\$18,500	\$3,500	\$4,700			\$26,700
ROW	\$41,500		\$97,100	\$25,400	\$20,200			\$184,200
CON	\$3,400	\$80,000		\$12,800	\$50,392	\$115,000	\$25,000	\$286,592
TOTAL	\$44,900	\$80,000	\$115,600	\$41,900	\$81,600	\$115,000	\$25,000	\$504,000

Proposed Funding (in 000s)	CMAQ	STIP	STBG	SHOPP	M2	TCEP	LPP-C	TOTAL
PA&ED				\$200	\$6,308			\$6,508
PS&E			\$18,500	\$3,500	\$6,420			\$28,420
ROW	\$41,500		\$97,100	\$25,400	\$20,200			\$184,200
CON	\$3,400	\$80,000		\$12,800	\$50,392	\$115,000	\$25,000	\$286,592
TOTAL	\$44,900	\$80,000	\$115,600	\$41,900	\$83,320	\$115,000	\$25,000	\$505,720
CHANGE					\$1,720			\$1,720

CMAQ - Congestion Mitigation and Air Quality Improvement SHOPP - State Highway Operation and Protection Program

STIP - State Transportation Improvement Program TCEP - Trade Corridor Enhancement Program

I-5 Improvement Project from Avenida Pico to San Diego County Line

The I-5 Improvement Project from the San Diego/Orange County line to Avenida Pico project proposes to add a high-occupancy vehicle lane in each direction on the I-5, reestablish existing auxiliary lanes, widen existing undercrossings, and replace existing overcrossings.

The PSR was funded with \$0.450 million in CMAQ funds and \$0.121 million in STBG funds that were provided to Caltrans. The Board approved \$5.5 million in STBG funds for the project approval and environmental document phase for the project which entered the environmental phase in March 2021. While drafting the cooperative agreement with Caltrans, additional project risks and OCTA costs related to outreach were identified, necessitating an increase in the project budget. This increase adjusts the cost estimate for the environmental phase from \$5.5 million to \$6.407 million. The PA&ED phase is Staff is recommending an increase in the STBG funds for this phase by \$0.907 million, resulting in a total project cost of \$6.978 million. Staff will return to the Board with recommendations for the ROW and construction phases at a future date.

LPP-C - Local Partnership Program-Competitive

Existing Funding			
(in 000s)	CMAQ	STBG	Total
PSR	\$ 450	\$ 121	\$ 571
PA&ED		\$ 5,500	\$ 5,500
ROW	TBD	TBD	TBD
CON	TBD	TBD	TBD
TOTAL	\$ 450	\$ 5,621	\$ 6,071

PSR - Project Study Report

Proposed Funding (in 000s)	CMAQ	STBG	Total
PSR	\$ 450	\$ 121	\$ 571
PA&ED		\$ 6,407	\$ 6,407
ROW	TBD	TBD	TBD
CON	TBD	TBD	TBD
TOTAL	\$ 450	\$ 6,528	\$ 6,978
CHANGE		\$ 907	\$ 907

OC Bridges

OCTA in coordination with the cities of Anaheim, Fullerton, and Placentia, initiated the OC Bridges Railroad Grade Separation Program (OC Bridges Program) in 2007. The OC Bridges Program included undercrossings at Placentia Avenue and Kraemer Boulevard as well as overcrossings at Orangethorpe Avenue, Tustin Avenue/ Rose Drive, and Lakeview Avenue completed by OCTA. The City of Fullerton implemented undercrossings at State College Boulevard and Raymond Avenue.

These seven grade separations have been completed and the approved overall funding plan is reflected in the table is provided below, and individual project changes discussed below that.

Existing		Surplus							
Funding		Property &	Other	TCRP/					
(in 000s)	M2	Utilities	Local	OCCUT	PTMISEA	TCIF	TSSSDRA	Federal	Total
TOTAL	\$149,418	\$20,374	\$21,495	\$ 8,960	\$ 95,346	\$148,639	\$ 9,388	\$214,080	\$ 667,700

OCCUT - Orange County Unified Transportation Trust

PTIMISEA - Public Transportation Modernization, Improvement, and Service Enhancement

TCIF - Trade Corridor Improvement Funds

TSSSDRA - Transit System Safety, Security, and Disaster Response Account

Proposed		Surplus							
Funding		Property		TCRP/					
(in 000s)	M2	& Utilities	Other Local	OCCUT	PTMISEA	TCIF	TSSSDRA	Federal	Total
TOTAL	\$152,625	\$20,374	\$21,564	\$ 8,960	\$ 95,477	\$148,463	\$ 9,388	\$209,700	\$ 666,551
Change	\$3,207		\$69		\$131	(\$176)		(\$4,380)	(\$1,149)

Raymond Avenue Grade Separation

The project was completed May 14, 2018, and includes construction of a vehicular underpass on Raymond Avenue at the BNSF railroad crossing, between Walnut Avenue and Ash Avenue in the City of Fullerton. The project lowered Raymond Avenue under Valencia Drive. Two bridge structures were constructed, one for the railroad and one for vehicular traffic. The project includes connector roads on the west side of Raymond Avenue to provide access to Valencia Drive and Truslow Avenue.

The total project cost is reduced from \$126.317 million to\$125.419 million and was supported through State Proposition 1B TCIF, PTMISEA, and TSSSDRA funds, M2, a portion of surplus property and rental income, BNSF, and MWD funds. The \$0.898 million in savings for this project are credited to M2 which reduces the need for additional M2 to support the ineligible CMAQ in the overall program and helped offset the loss of \$0.176 million in TCIF funds in the Lakeview Avenue Grade Separation project as noted below.

Existing Funding		Surplus			Prop 1B		Prop 1B	
(in 000s)	M2	Property	BNSF	MWD	PTMISEA	TCIF	TSSSDRA	Total
Design	\$ 5,229							\$ 5,229
ROW	\$ 7,611				\$ 25,172			\$ 32,783
CON	\$ 10,562	\$ 5,216	\$ 700	\$ 1,648	\$ 52,376	\$ 10,400	\$ 7,403	\$ 88,305
TOTAL	\$ 23,402	\$ 5,216	\$ 700	\$ 1,648	\$ 77,548	\$ 10,400	\$ 7,403	\$ 126,317

MWD - Metropolitan Water District

Prop 1B - Proposition 1B

Proposed Funding (in 000s)	M2	Surplus Property	BNSF	MWD	Prop 1B PTMISEA	TCIF	Prop 1B TSSSDRA	Total
Design	\$ 5,407							\$ 5,407
ROW	\$ 7,008				\$ 25,172			\$ 32,180
CON	\$ 9,958	\$ 5,216	\$ 700	\$ 1,648	\$ 52,507	\$ 10,400	\$ 7,403	\$ 87,832
TOTAL	\$ 22,373	\$ 5,216	\$ 700	\$ 1,648	\$ 77,679	\$ 10,400	\$ 7,403	\$ 125,419
Change*	(\$ 1,029)				\$ 131			(\$ 898)

^{*}Increases in funding under \$250,000 or reductions in funding do not require Board of Directors' approval

State College Boulevard Grade Separation

The project was completed March 8, 2018 and constructed a grade separation on State College Boulevard at the BNSF railroad tracks from Santa Fe Avenue at the northerly terminus and approximately 700 feet south of Valencia Drive at the southerly terminus in the City of Fullerton. The grade separation provides an underpass for vehicular traffic on State College Boulevard and lowered State College Boulevard below the BNSF mainline rail lines. A rail bridge was constructed for the two existing mainline tracks with space for a third track.

The total project cost is reduced from \$99.631 million to \$99.380 million and was supported through M2 Regional Capacity Program, BNSF, city funds, OCSD, TCIF, TSSSDRA, STBG, CMAQ, and Federal Demo funds. The \$0.251 million in savings for this project are credited to the reduction in CMAQ which reduces the need for additional M2 to support the ineligible CMAQ in the overall program

Existing Funding (in 000s)	M2	BNSF	City of Fullerton	OCSD	TCIF	TSSSDRA	STBG/CMAQ	Federal Demo	Total
Design	\$ 3,080		\$ 1,925	\$ 170					\$ 5,175
ROW			\$ 4,412				\$ 19,032	\$ 10,823	\$ 34,267
CON	\$ 8,320	\$1,100	\$ 121	\$3,290	\$ 32,800	\$ 1,985	\$12,509	\$ 64	\$ 60,189
TOTAL	\$11,400	\$1,100	\$ 6.458	\$3,460	\$ 32.800	\$ 1.985	\$ 31.541	\$ 10.887	\$ 99.631

OCSD - Orange County Sanitation District

Proposed									
Funding			City of					Federal	
(in 000s)	M2	BNSF	Fullerton	OCSD	TCIF	TSSSDRA	STBG/CMAQ	Demo	Total
Design	\$ 3,568		\$ 1,925	\$ 170					\$ 5,663
ROW	\$ 4,437		\$ 4,412				\$ 14,715	\$ 10,823	\$ 34,387
					\$				
CON	\$ 7,455	\$1,147	\$ 121	\$3,312	32,800	\$ 1,985	\$ 12,446	\$ 64	\$ 59,330
					\$				
TOTAL	\$15,460	\$1,147	\$ 6,458	\$3,482	32,800	\$ 1,985	\$ 27,161	\$ 10,887	\$ 99,380
Change*	\$4,060	\$ 47		\$ 22			(\$4,380)		(\$251)

^{*}Increases in funding under \$250,000 or reductions in funding do not require Board of Directors' approval

Lakeview Avenue Grade Separation

The project was completed June 5, 2017 and raised Lakeview Avenue 24 feet above the BNSF mainline tracks between Orchard Drive to the north and Eisenhower Circle to the south in the cities of Anaheim and Placentia. A bridge was constructed that spans over Orangethorpe Avenue, the BNSF, and Orange County Flood Control ROW. A modified loop type connector road was also constructed to move vehicles from Lakeview Avenue back to Orangethorpe Avenue. Improvements to adjoining streets and commercial driveways were also part of the project.

The total project cost remains at \$110.702 million and was supported through M2 Regional Capacity Program, BNSF, city funds, OCSD, TCIF, TSSSDRA, STBG, CMAQ, and Federal Demo funds. There was \$0.176 million in TCIF funds that were unable to be reimbursed through the State. M2 savings from the Raymond Avenue Grade Separation were used in place of the TCIF funds for this project.

Existing Funding (in 000s)	M2	Federalized Portion of Surplus Property	Utility Relocation Reimbursement	BNSF	TCIF	STBG/ CMAQ	Federal Demo	Total
Design	\$6,832					\$631		\$ 7,463
ROW	\$1,289	\$10,164	\$1,047	\$1,619		\$34,31 7		\$ 48,436
CON	\$13,495	\$1,925			\$27,520	\$2,154	\$9,709	\$ 54,803
TOTAL	\$21,616	\$12,089	\$1,047	\$1,619	\$27,520	\$37,10 2	\$9,709	\$110,702

Proposed Funding (in 000s)	M2	Federalized Portion of Surplus Property	Utility Relocation Reimbursement	BNSF	TCIF	STBG	Federal Demo	Total
Design	\$6,832					\$631		\$ 7,463
ROW	\$1,289	\$10,164	\$1,047	\$1,619		\$34,317		\$ 48,436
CON	\$13,671	\$1,925			\$27,344	\$2,154	\$9,709	\$ 54,803
TOTAL	\$21,792	\$12,089	\$1,047	\$1,619	\$27,344	\$37,102	\$9,709	\$110,702
Change*	\$ 176				(\$176)			

^{*}Increases in funding under \$250,000 or reductions in funding do not require Board of Directors' approval

173 Bus Repowers

OCTA operates a fleet of 173 New Flyer Xcelsior compressed natural gas-powered buses, model year 2016, that are due for midlife overhaul maintenance, which includes engine replacement. The proposed replacement Cummins Engines have been certified

by the California Air Resources Board as a near-zero-emission engine, which will further decrease the emissions profile of the entire bus fleet. Of the 173 engines, 16 will be for 60-foot buses and 157 will be for 40-foot buses.

This project is proposed to be fully funded with \$12.526 million of CMAQ funding.



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		Sta	te Highway	Project							
				deral Fu			State Fund	s		Local Fund	ls
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
I-5 from SR-55 to SR-57, add one HOV lane each direction	А	\$41,500	\$36,191							\$5,309	
I-5 widening, I-405 to Yale Avenue (Segment 1) ¹	В	\$230,482	\$52,357			\$95,338	\$33,395			\$49,392	
I-5 widening, Yale Avenue to SR-55 (Segment 2) ²	В	\$41,351	\$32,527		\$851					\$7,973	
I-5 HOV lane each direction s/o PCH to San Juan Creek Road	С	\$74,300	\$11,326					\$20,789		\$42,185	
I-5 HOV lanes from s/o Avenida Vista Hermosa to s/o PCH	С	\$75,300	\$12,065			\$46,779				\$16,456	
I-5 widening, Alicia Parkway to El Toro Road (Segment 3)	С	\$181,327	\$49,897		\$4,728		\$9,388			\$117,314	
I-5 widening, Oso Parkway to Alicia Parkway (Segment 2)	С	\$205,695	\$47,676		\$7,921					\$150,098	
I-5 widening, SR-73 to Oso Parkway (Segment 1)	С	\$213,267	\$28,167		\$6,433	\$91,977		\$29,832		\$56,858	
I-5, SR-73 to El Toro Road landscaping/replacement planting	С	\$12,365				\$6,000				\$6,365	
I-5/El Toro Interchange	D	\$4,400	\$4,400								
SR-55 (I-5 to SR-91) ³	F	\$16,000	\$8,359		\$2,641					\$5,000	
SR-55 widening between I-405 and I-5 ⁴	F	\$505,720	\$160,500		\$41,900	\$80,000	\$140,000			\$83,320	
SR-57 Orangewood Avenue to Katella Avenue	G	\$9,327	\$2,500		\$3,240					\$3,587	
SR-57 truck climbing lane phase II: Lambert Road to LA County Line ⁶	G	\$6,500				\$6,500					
SR-91, Acacia Avenue to La Palma Avenue (Segment 3)	ı	\$16,201	\$1,770							\$30	\$14,401
SR-91, La Palma Avenue to SR-55 (Segment 2)	I	\$46,314	\$3,460							\$40	\$42,814
SR-91, SR-55 to Lakeview Avenue (Segment 1)	1	\$15,779	\$1,770							\$30	\$13,979
SR-91, SR-241 to I-15	J	\$41,800									\$41,800
I-405 improvements, SR-73 to I-605	K	\$2,080,234	\$35,000		\$10,648			\$89,771		\$1,315,885	\$628,930
I-405 (I-5 to SR-55)	L	\$8,000	\$8,000								
I-405 s/b aux lane - University to Sand Canyon and Sand Canyon to SR-133	L	\$2,328				\$2,328					
I-605/ Katella Avenue interchange	М	\$4,824								\$4,824	
241/91 Express Lanes (HOT) Connector		\$182,298	\$50								\$182,248
I-5 Managed Lane Project from Avenida Pico to San Diego County Line ⁵		\$6,978	\$6,978								
SR-74 Ortega Highway Multimodal Improvements, Calle Entradero to Reata Road ⁷		\$53,513			\$250	\$43,913				\$7,200	\$2,150
SR-74 widening, City/County line to Antonio Parkway		\$40,905	\$5,285			\$10,000					\$25,620
State Highway Project Totals		\$4,116,708	\$508,278		\$78,612	\$382,835	\$182,783	\$140,392		\$1,871,866	\$951,942

Federal Funding Total	\$586,890
State Funding Total	\$706,010
Local Funding Total	\$2,823,808
Total Funding (000's)	\$4,116,708

State Highway Project Completed												
Federal Funds State Funds Local Funds												
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local	
I-5 HOV lanes: s/o Avenida Pico to s/o Vista Hermosa C \$83,500 \$26,867 \$1,600 \$43,735 \$11,298												



State Funding Total

Local Funding Total

Total Funding (000's)

Capital Funding Program Report

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\$493,670

\$147,669

\$849,856

State Highway Project Completed													
			Fe	deral Fun	ds	:	State Fund	ds	1	Local Fund	S		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local		
I-5/SR-74 interchange improvements	D	\$80,300				\$48,683		\$24,109	\$2,500		\$5,008		
I-5/SR-74 interchange landscaping/replacement planting	D	\$1,440			\$752	\$688							
SR- 57 n/b widening, Katella Avenue to Lincoln Avenue - landscaping	G	\$2,172								\$2,172			
SR- 57 n/b widening, SR-91 to Yorba Linda Boulevard - landscaping	G	\$946								\$946			
SR-57 n/b widening, Katella Avenue to Lincoln Avenue	G	\$35,827						\$24,127		\$11,700			
SR-57 n/b widening, SR-91 to Yorba Linda Boulevard	G	\$51,354						\$39,475		\$11,879			
SR-57 n/b widening, Yorba Linda to Lambert Road	G	\$52,871						\$41,250		\$11,621			
SR-57 n/b widening, Yorba Linda to Lambert Road - landscaping	G	\$1,193								\$1,193			
SR-91 w/b connect existing aux lanes, I-5 to SR-57	Н	\$62,977						\$27,227		\$35,750			
SR-91 w/b connecting existing aux lanes, I-5 to SR-57 - landscaping	Н	\$2,290								\$2,290			
SR-91 w/b (SR-55 - Tustin interchange) improvements	ı	\$43,753				\$15,753		\$14,000		\$14,000			
SR-91 e/b widening, SR-241 to SR-71	J	\$57,773			\$45,911					\$6,942	\$4,920		
SR-91 w/b Routes 91/55 - e/o Weir replacement planting	J	\$2,898				\$2,898							
SR-91 widening, SR-55 to Gypsum Canyon (Weir/SR-241)	J	\$76,993				\$22,250		\$54,045		\$698			
I-405/SR-22/I-605 HOV connector - landscaping		\$4,600	\$4,600										
HOV connectors from I-405 and I-605	M1	\$173,091	\$14,787					\$135,430	\$16,200		\$6,674		
HOV connectors from SR-22 to I-405	M1	\$115,878	\$64,375		\$49,625				\$1,878				
State Highway Project Completed Totals		\$849,856	\$110,629		\$97,888	\$134,007		\$359,663	\$20,578	\$110,489	\$16,602		

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Pending OCTA Board of Directors (Board) Approval - September 13th, 2021

Board Action:

1.2022 State Transportation Improvement Program - Authorize the use of up to \$11.396 million in Measure M2 funds for the Interstate 5 Improvement Project from Interstate 405 to Yale Avenue (Segment 1).

2. Capital Programming Update - Consistent with right-of-way phase estimates, authorize the use of \$23.926 million in the following fund sources for the Interstate 5 Improvement Project from Yale Avenue to State Route 55 (Segment 2): HOT - High-Occupancy Toll

- •Surface Transportation Block Grant (\$17.5 million),
- •Measure M2 Freeway Funds (\$5.575 million), and
- Repurposed Earmarks (up to \$0.851 million), contingent on Federal Highway Administration approval
- Authorize the use of additional Measure M2 Freeway funds in lieu of \$0.851million of Repurposed Earmarks, in the event the federal funds are not available.
- 3. Capital Programming Update Consistent with updated design phase estimates, authorize the use of the funding below which supports an overall phase increase of \$2.079 million from \$8.921 million to \$11 million, and the reduction of Measure M2 funds by \$3.921 million for the State Route 55 Improvement Project from Interstate 5:
- •Surface Transportation Block Grant (\$3.359 million), and
- •Highway Infrastructure Program (\$2.641 million).
- 4. Capital Programming Update Authorize the use of \$1.720 million in Measure M2 for the State Route 55 Improvement Project from Interstate 405 to Interstate 5 to support anticipated costs for the design phase, changing the total project estimated cost from \$504 million to \$505.702 million
- 5. Capital Programming Update Consistent with the forecasted cost for the environmental phase, authorize the use of \$0.907 million in additional Surface Transportation Block Grant funds for the Interstate 5 Managed Lanes Project from the Orange County/San Diego County line to Avenida Pico to fund a change in project cost estimate from \$5.5 million to \$6.407 million.
- 6. 2022 State Transportation Improvement Program Approve the 2022 State Transportation Improvement Program submittal to program \$164.647 million to seven projects, from fiscal year 2022-23 through fiscal year 2026-27. (\$6.5 million)
- 7.2022 State Transportation Improvement Program Approve the 2022 State Transportation Improvement Program submittal to program \$164.647 million to seven projects, from fiscal year 2022-23 through fiscal year 2026-27. (\$37.6 million)

Acronyms:

Aux - Auxilliary

CMAQ - Congestion Mitigation Air Quality Improvement

Program

FTA - Federal Transit Administration

FY - Fiscal Year

HOV - High-Occupancy Vehicle

Hwy - Highway

I-405 - Interstate 405

I-5 - Interstate 5

I-605 - Interstate 605

LA - Los Angeles

M Code - Project Codes in Measure M1 and M2

M1 - Measure M1

M2 - Measure M2

N/B - Northbound

OC - Orange County

OCTA - Orange County Transportation Authority

PCH - Pacific Coast Highway

RSTP - Regional Surface Transportation Program

S/B - Southbound

S/O - South of

SR-133 - State Route 133

SR-241 - State Route 241

SR-55 - State Route 55

SR-57 - State Route 57

SR-71 - State Route 71

SR-73 - State Route 73

SR-90 - State Route 90

SR-91 - State Route 91

SS - Southside

STBG - Surface Transportation Block Grant

STIP - State Transportation Improvement Program

W/B - Westbound



Pending OCTA Board of Directors (Board) Approval - September 13th, 2021

		В	us Transit F	Project							
			Fe	deral Fun	ds		State Fund	ls	Local Funds		
Project Title	M Code	Total Funding		FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Go Local - Step 1	S	\$5,730							\$5,730		
Mobile ticketing equipment	S	\$4,036						\$4,036			
M2 Project V Community Circulators	V	\$53,767								\$53,767	
M2 Project W Safe Transit Stops (City)	W	\$1,708								\$1,708	
M2 Project W Safe Transit Stops (OCTA)	W	\$370								\$370	
ACCESS and fixed-route radio systems upgrade		\$22,465		\$4,434	\$341			\$16,239			\$1,451
Associated Transportation Improvements		\$556		\$556							
Bravo! 529 buses (six)		\$3,595	\$549					\$3,046			
Bus Engine Repowers (173) ¹		\$12,526	\$12,526								
Bus replacement - articulated alternative fuel buses (60')		\$31,105	\$22,250	\$8,855							
Bus replacement (40' and ACCESS)		\$149,009	\$29,198	\$68,139							\$51,672
Capital cost of contracting FY2018-19 to FY2024-25 (ACCESS and contracted fixed-route		\$349,243		\$185,623							\$163,620
contracts)											
Digital Bus Stop Sign 13" Along High Quality Transit Corridors (143 sign) ²		\$2,500				\$2,500					
Engine rebuild		\$16,294		\$14,824				\$1,470			
Facility modifications, upgrades, and replacement projects		\$5,347					\$5,347				
FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities		\$3,657		\$3,657							
FTA Section 5316 Jobs Access and Reverse Commute		\$13,962		\$13,962							
FTA Section 5317 New Freedom		\$6,388		\$6,388							
Goldenwest Transportation Center parking structure		\$4,000	\$3,400								\$600
Goldenwest Transportation Center surface lot		\$2,000						\$1,200			\$800
iShuttle replacement buses (12)		\$6,803					\$6,123				\$680
iShuttle replacement buses (five)		\$2,800					\$2,520				\$280
MSRC County Transportation Commission Partnership Program		\$2,319				\$176					\$2,143
Non-fixed-route paratransit operations assistance - FY 2018-19 to FY 2024-25		\$420,500		\$84,101							\$336,399
OC Mobility Hubs Strategy		\$300	\$266			\$34					
Preventive maintenance - including salaries and benefits (includes ATN & Laguna Beach)		\$167,572		\$167,572							
Purchase (201) 40-foot alternative fuel replacement buses (OCTA)		\$229,384	\$134,670	\$47,696							\$47,018
Purchase 117 replacement paratransit vehicles		\$14,995		\$14,995							
Rehabilitation and Renovation at OCTA Bus Facilities		\$1,509		\$1,207							\$302
Rideshare/vanpool		\$11,232	\$11,232								
Standby backup generators at Anaheim and IRCC bases		\$1,374					\$1,374				
Transit Security & Operations Center ^{3,4}		\$56,436			\$3,660	\$10,382	\$32,002	\$5,603			\$4,789
Transit Security Program		\$3,167						\$3,167			
Vanpool Program - capital lease		\$12,838	\$12,838								
VSS upgrades at OCTA facilities		\$1,159		\$960				\$199			
Zero-emission Bravo! buses (ten battery electric) and bus infrastructure		\$14,004					\$6,466	\$7,538			



Pending OCTA Board of Directors (Board) Approval - September 13th, 2021

Bus Transit Project													
		Federal Funds			:	State Fund	S	Local Funds					
	Project Title	ı	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Bus Transit Project Totals				\$1,634,650	\$226,929	\$622,969	\$4,001	\$13,092	\$53,832	\$42,498	\$5,730	\$55,845	\$609,754
Federal Funding Total	\$853,899												
State Funding Total	\$109,422												
Local Funding Total	\$671,329												
Total Funding (000's)	\$1,634,650												

Bus Transit Project Completed												
Federal Funds State Funds										Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local	
Heating ventilation unit replacements		\$405		\$313			\$92					
Zero-emission hydrogen fuel cell buses (10)		\$12,978					\$5,640	\$7,338				
Bus Transit Project Completed Totals		\$13,383		\$313			\$5,732	\$7,338				
Fodovel Funding Total \$212												

Federal Funding Total	\$313
State Funding Total	\$13,070
Local Funding Total	\$0
Total Funding (000's)	\$13,383

Board Action:

- 1. Capital Programming Update Authorize the use of up to \$12.526 million in Congestion Mitigation and Air Quality Improvement Program funds for 173 bus engine repowers
- 2. 2022 State Transportation Improvement Program Approve the 2022 State Transportation Improvement Program submittal to program \$164.647 million to seven projects, from fiscal year 2022-23 through fiscal year 2026-27 (\$2.5 million)
- 3. 2022 State Transportation Improvement Program Approve the 2022 State Transportation Improvement Program submittal to program \$164.647 million to seven projects, from fiscal year 2022-23 through fiscal year 2026-27 (\$10.382 million)
- 4. 2022 State Transportation Improvement Program Authorize the use of up to \$27.234 million for the Transit Security and Operations Center, as follows:
- •\$19.650 million in Local Partnership Program Formula funds,
- •\$3.924 million in additional State of Good Repair, and
- •\$3.660 million Coronavirus Response and Relief Supplemental Appropriations Act, 2021

Acronvms:

ATN - Anaheim Transportation Network

CMAQ - Congestion Mitigation Air Quality Improvement Program

FTA - Federal Transit Administration

FY - Fiscal Year

IRCC - Irvine Construction Circle

M Code - Project Codes in Measure M1 and M2

M1 - Measure M1

M2 - Measure M2

MSRC - Mobile Source Air Pollution Reduction Review

Committee

OCTA - Orange County Transportation Authority

SB 1 - Chapter 5, Statutes of 2017

STBG - Surface Transportation Block Grant

STIP - State Transportation Improvement Program

VSS - Video Surveillance System



Pending OCTA Board of Directors (Board) Approval - September 13th, 2021

\$1,411,904

Total Funding (000's)

		Lo	ocal Road F	Project							
			Fe	deral Fun	ds		State Fund	s		Local Fund	s
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
State-Local Partnership Program (SLPP) formula grant call	M1/Q	\$54,445						\$24,945	\$1,280	\$27,249	\$971
M2 Project O Regional Capacity Program call	0	\$319,611						\$24,254		\$295,357	
SR-57 truck climbing lane phase I - Lambert Road interchange improvement	0	\$121,500			\$7,719	\$74,705				\$19,254	\$19,822
M2 Project P Regional Signal Synchronization Program call	Р	\$117,578	\$1,774					\$11,762	\$4,546	\$99,496	
M2 Project Q Fair Share Program (FY 2016-17 through FY 2021-22)	Q	\$361,621								\$361,621	
M2 Project X Environmental Clean Up	Х	\$55,258								\$55,258	
Active Transportation Program - regional call		\$83,504	\$6,359		\$63,361	\$92		\$199			\$13,493
ARRA transportation enhancements		\$6,833			\$4,049				\$500		\$2,284
Arterial Pavement Management Program		\$50,888	\$19,930								\$30,958
Atlanta Avenue widening		\$4,160	\$2,278								\$1,882
Bicycle Corridor Improvement Program (BCIP)		\$63,128	\$43,755								\$19,373
Bristol Street widening		\$44,750									\$44,750
Local Agency American Reinvestment and Recovery Act of 2009 rehabiliation projects		\$32,369			\$32,369						
Local Agency led SCCP projects		\$3,357					\$3,357				
Local Agency Road Rehabilitation and Maintenance Program (CRRSAA)		\$14,591			\$14,591						
M1 Combined Transportation Funding Program (CTFP)		\$34,000							\$34,000		
SCAG Sustainability Planning Grants		\$720			\$671						\$49
Traffic Signal Improvements		\$15,000				\$12,000					\$3,000
Transportation Enhancement Activities		\$22,172			\$15,628						\$6,544
Del Obispo widening	M1	\$6,419	\$3,740								\$2,679
Local Road Project Totals		\$1,411,904	\$77,836		\$138,388	\$86,797	\$3,357	\$61,160	\$40,326	\$858,235	\$145,805
Federal Funding Total \$216,224											
State Funding Total \$151,314											
Local Funding Total \$1,044,366											

Local Road Project Completed											
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Grand Avenue widening, 1st Street to 4th Street	0	\$12,537	\$6,708								\$5,829
Kraemer Boulevard grade separation	0	\$63,830	\$22,044					\$16,973		\$22,981	\$1,832
Lakeview Avenue grade separation ²	0	\$110,702	\$37,102		\$9,709			\$27,344		\$21,792	\$14,755
Orangethorpe Avenue grade separation	0	\$106,043	\$38,240		\$18,600			\$30,324		\$16,182	\$2,697
Placentia Avenue grade separation	0	\$64,539						\$33,386		\$27,453	\$3,700
Raymond Avenue grade separation ³	0	\$125,419						\$95,482		\$22,373	\$7,564
State College Boulevard grade separation ^{1,4}	0	\$99,380	\$27,161		\$10,887			\$34,785		\$15,460	\$11,087



Pending OCTA Board of Directors (Board) Approval - September 13th, 2021

Local Road Project Completed											
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Tustin Avenue/Rose Drive grade separation	0	\$96,638	\$45,957					\$22,534		\$26,384	\$1,763
M2 Fair Share State - Local Partnership Grant Program	Q	\$7,032						\$3,516		\$3,516	
Antonio Parkway widening		\$32,553	\$15,499								\$17,054
Firestone Boulevard widening at Artesia Boulevard		\$2,468	\$2,059								\$409
I-5 at La Paz interchange improvements	M1	\$8,942	\$2,800						\$1,792		\$4,350
Imperial Highway Smart Streets	M1	\$1,900						\$200	\$200		\$1,500
Traffic Light Synchronization Program (TLSP), county-wide - Proposition 1B	M1	\$8,000						\$4,000	\$4,000		
Local Road Project Completed Totals		\$739,983	\$197,570		\$39,196			\$268,544	\$5,992	\$156,141	\$72,540
Fodoral Funding Total \$236,766		.,									

Local Road Project Completed Totals						
Federal Funding Total	\$236,766					
State Funding Total	\$268,544					
Local Funding Total	\$234,673					
Total Funding (000's)	\$739,983					

Board Action:

1. Authorize the use of up to \$3.207 million in additional Measure M2 Regional Capacity Program funds for the OC Bridges Railroad Grade Separation Program in lieu of federal Congestion Mitigation and Air Quality improvement funding

Project Notes:

- 2. Measure M2 increased by \$0.176 million and TCIF decreased by \$0.176 million. Total project cost remains the same
- 3. Measure M2 decreased by \$1.029 million and PTMISEA increased by \$0.131 million. Total project cost decreases by \$0.898.
- 4. Measure M2 increased by \$4.060 million, Burlington Northern Santa Fe Railroad increased by \$0.047 million, Orange County Sanitation District increased by \$0.022 million, and STBG/CMAQ decreased by \$4.380 million. Total project cost decreased by \$0.251 million.

Acronyms:

Aux - Auxilliary

CMAQ - Congestion Mitigation Air Quality Improvement

Program

FTA - Federal Transit Administration

FY - Fiscal Year

HOT - High-Occupancy Toll

HOV - High-Occupancy Vehicle

Hwy - Highway

I-405 - Interstate 405

I-5 - Interstate 5

I-605 - Interstate 605

LA - Los Angeles

M Code - Project Codes in Measure M1 and M2

M1 - Measure M1

M2 - Measure M2

N/B - Northbound

OC - Orange County

OCTA - Orange County Transportation Authority

PCH - Pacific Coast Highway

RSTP - Regional Surface Transportation Program

S/B - Southbound

S/O - South of

SS - Southside

STBG - Surface Transportation Block Grant

STIP - State Transportation Improvement Program

W/B - Westbound



Capital Funding Program Report

Approved by OCTA Board of Directors (Board) - June 14th, 2021

Rail Project											
	Federal Funds					State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Fullerton Transportation Center parking expansion	M1/R	\$33,667				\$11,250		\$11,035	\$9,718		\$1,664
OC Streetcar (New Starts)	M1/S	\$423,438	\$62,412	\$162,554				\$25,586		\$172,886	
OC Streetcar (non-New Starts)	M1/S	\$8,601		\$341					\$6,904	\$1,213	\$143
Anaheim Canyon Station	R	\$34,200	\$30,432							\$2,000	\$1,768
Fullerton Transportation Center Stair Rehabilitation	R	\$1,330		\$1,295							\$35
Future VSS	R	\$217		\$174							\$43
Laguna Niguel to San Juan Capistrano Passing Siding	R	\$36,360	\$25,056	\$1,015		\$3,000		\$6,734			\$555
Metrolink new capital	R	\$516		\$516							
Metrolink rehabilitation/renovation - FY 2016-17 to FY 2024-25	R	\$102,257		\$102,257							
Metrolink station and track improvements, and rehabilitation	R	\$3,063		\$2,617							\$446
Orange Olive Wye Connection	R	\$16,000				\$16,000					
Placentia Commuter Rail Station	R	\$34,825	\$50			\$2,500		\$400		\$8,000	\$23,875
Preventive Maintenance (SCRRA - Metrolink) - FY 16-17 to FY 24-25	R	\$51,000		\$51,000							
San Juan Creek Bridge replacement	R	\$43,092	\$908	\$39,833	\$913			\$59		\$1,379	
Slope stabilization Laguna Niguel-Lake Forest	R	\$5,168		\$4,834						\$334	
State College grade separation (LOSSAN)	R	\$79,284						\$46,000		\$33,284	
Ticket vending machines	R	\$6,857									\$6,857
VSS at Commuter Rail Stations	R	\$4,409		\$3,594				\$56			\$759
M2 Project S Transit extensions to Metrolink (Rubber Tire)	S	\$733								\$733	
OC Maintenance Facility		\$198		\$198							
Slope and Culvert Improvements		\$300		\$300							
Tactile Tile Project		\$1,304		\$1,273						\$31	
Rail Project Totals		\$886,819	\$118,858	\$371,801	\$913	\$32,750		\$89,870	\$16,622	\$219,860	\$36,145

Federal Funding Total	\$491,572
State Funding Total	\$122,620
Local Funding Total	\$272,627
Total Funding (000's)	\$886,819

Rail Project Completed											
	Fe	ederal Fund	ds	:	State Fund	S	ļ ļ	Local Fund	s		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Laguna Niguel-Mission Viejo Station parking improvements and expansion (ADA ramps)	M1/R	\$5,177	\$2,800	\$732					\$1,645		
Metrolink Grade Crossing Safety Improvements (OCX)	M1/R	\$80,618						\$18,250	\$7,600	\$30,710	\$24,058
Metrolink rolling stock	M1/R	\$158,009	\$42,230	\$35,390				\$36,300	\$44,089		
Metrolink Service Track Expansion	M1/R	\$119,957						\$51,399	\$68,558		
Orange Transportation Center parking structure	M1/R	\$31,003	\$2,555	\$2,644		\$13,762			\$1,850	\$420	\$9,772



Capital Funding Program Report

Approved by OCTA Board of Directors (Board) - June 14th, 2021

Rail Project Completed											
	Fe	Federal Funds State Funds		ls	Local Funds						
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Sand Canyon Avenue grade separation	M1/R	\$62,050	\$10,536					\$28,192	\$3,116	\$5,352	\$14,854
M2 Project S Fixed-Guideway Anaheim Rapid Connection	M1/S	\$9,924		\$1,516					\$6,000	\$1,286	\$1,122
Anaheim Regional Intermodal Transportation Center (ARTIC) construction	M1/T	\$184,164	\$33,250	\$37,253	\$3,501	\$29,219			\$43,900	\$35,291	\$1,750
Fullerton Transportation Station expansion planning, environmental PSR	M1/T	\$0	\$0						\$0		
Santa Ana grade separation planning and environmental PSR	M1/T	\$1,333	\$1,180						\$153		
Santa Ana Transportation Station planning and environmental PSR	M1/T	\$1,003	\$888						\$115		
17th Street grade separation environmental	R	\$2,476								\$2,476	
Control Point at 4th Street	R	\$2,985		\$2,985							
Control Point Stadium Crossover	R	\$6,490		\$3,245				\$3,245			
LOSSAN Corridor grade separations PSR in Anaheim, Orange, and Santa Ana	R	\$2,699								\$2,699	
Metrolink grade crossing safety improvements ROW	R	\$3,025								\$3,025	
North Beach crossings safety enhancements	R	\$348						\$166		\$182	
Positive Train Control (Metrolink)	R	\$39,916		\$4,492	\$1,234			\$34,190			
Rail Crossing signal lights and pedestrian gates	R	\$252						\$252			
Rail Station Platform safety improvements (Fullerton, Irvine, and Tustin)	R	\$553						\$553			
Safety repairs for San Clemente Pier Station	R	\$122						\$122			
San Clemente Beach Trail Crossings safety enhancements	R	\$4,999						\$2,170		\$2,251	\$578
Transit Rail Security (monitors, fencing, video surveillance)	R	\$163						\$163			
Go Local	S	\$7,730							\$7,730		
ARTIC environmental, ROW, program management support, site plan	M1	\$41,369							\$8,869		\$32,500
Fiber Optics installation (Metrolink)	M1	\$23,183		\$10,903				\$10,479	\$1,801		
Laguna Niguel-Mission Viejo Station parking expansion (south lot)	M1	\$4,135						\$695	\$3,440		
Tustin Rail Station parking expansion	M1	\$15,390				\$1,100		\$7,181	\$7,109		
Rail Project Completed Totals		\$809,073	\$93,439	\$99,160	\$4,735	\$44,081		\$193,357	\$205,975	\$83,692	\$84,634

Rail Project Completed Totals				
Federal Funding Total	\$197,334			
State Funding Total	\$237,438			
Local Funding Total	\$374,301			
Total Funding (000's) \$809,073				

Acronyms:

ADA - Americans with Disabilities Act

CMAQ - Congestion Mitigation Air Quality Improvement Program

FTA - Federal Transit Administration

FY - Fiscal Year

LOSSAN - Los Angeles-San Diego-San Luis Obispo Rail

Corridor

M Code - Project Codes in Measure M1 and M2

M1 - Measure M1

M2 - Measure M2

OC - Orange County

OCTA - Orange County Transportation Authority

OCX - Rail-Highway Grade Crossing/Safety Enhancement

Project

PSR - Project Study Report

ROW - Right-of-Way

STBG - Surface Transportation Block Grant

STIP - State Transportation Improvement Program

VSS - Video Surveillance System

List of Board of Directors Reports with Programming Actions January 2021 – June 2021

Date	Report Title	Fund Source(s) Affected
1/11/21	State Route 55 Improvement Project from Interstate 405 to Interstate 5 Funding Plan Update and SB 1 (Chapter 5, Statutes of 2017) Grant Acceptance	SB 1 TCEP, SB 1 LPP-C, STBG, CMAQ
1/25/21	M2 Community-Based Transit Circulars Program Project V Ridership Report and Proposed Program Revisions	M2 Project V
2/8/21	Capital Programming Update	M2, HIP, STBG, CMAQ
3/22/21	Agreement for Construction of the Anaheim Canyon Metrolink Station Improvement Project	CMAQ
3/22/21	OC Streetcar Project Supplemental Contingency	M2, CMAQ
5/10/21	Comprehensive Transportation Funding Programs – 2021 Call for Projects Programming Recommendations	M2 Project O, M2 Project P
5/24/21	LCTOP Recommendations for Fiscal Year 2020-21 and Prior Year Funds	LCTOP
6/14/21	Programming Recommendations for CRRSAA and Mid-Cycle State Transportation Improvement Program	CRRSAA
6/14/21	Federal Transit Administration Program of Projects for Federal Fiscal Year 2020-21, Federal CRRSAA and ARPA Transit Funding	FTA 5307, FTA 5310, FTA 5337, FTA 5339, CRRSAA, ARPA

Acronyms:

ARPA - American Rescue Plan Act of 2021

CMAQ - Congestion Mitigation and Air Quality Improvement Program

CRRSAA - Coronavirus, Response and Relief Supplemental Appropriations Act of 2021

FTA 5307 - Federal Transit Administration Section 5307 Urbanized Area Formula

FTA 5310 - Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

FTA 5337 - Federal Transit Administration Section 5337 State of Good Repair

FTA 5339 - Federal Transit Administration Section 5339 Bus and Bus Facilities

HIP - Highway Infrastructure Program

LCTOP - Low Carbon Transit Operations Program

LPP-C - Local Partnership Program - Competitive

M2 - Measure M2

STBG - Surface Transportation Block Grant

TCEP - Trade Corridors Enhancement Program





September 13, 2021

To: Members of the Board of Directors

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

Subject: Measure M2 Quarterly Progress Report for the Period of April

2021 Through June 2021

Executive Committee Meeting of September 2, 2021

Present: Directors Do, Murphy, Bartlett, Jones, and Shaw

Absent: Director Hennessey

Committee Vote

Following the roll call vote, this item was declared passed 5-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



September 2, 2021

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Measure M2 Quarterly Progress Report for the Period of

April 2021 Through June 2021

Overview

Staff has prepared the Measure M2 quarterly progress report for the fourth quarter of fiscal year 2020-21 as information for the Orange County Transportation Authority Board of Directors. This report highlights progress on Measure M2 projects and programs and is available to the public via the Orange County Transportation Authority website.

Recommendation

Receive and file as an information item.

Background

On November 7, 2006, Orange County voters, by nearly 70 percent, approved the Renewed Measure M Transportation Investment Plan (Plan) for the Measure M2 (M2) one-half-cent sales tax for transportation improvements. The Plan provides a 30-year revenue stream for a broad range of transportation and environmental improvements, as well as a governing ordinance, which defines the requirements for implementing the Plan. Ordinance No. 3 (M2 Ordinance) designates the Orange County Transportation Authority (OCTA) as responsible for administering the Plan and ensuring that OCTA's contract with the voters is followed.

OCTA is committed to fulfilling the promises made in M2. This means not only completing the projects described in the Plan but also adhering to numerous specific requirements and high standards of quality called for in the measure, as identified in the M2 Ordinance. The M2 Ordinance requires that quarterly status reports regarding the major projects detailed in the Plan be brought to the Board of Directors (Board). The Board is also provided with individual project staff reports and overall reports on the status of various capital projects by the Capital Programs Division.

Discussion

This quarterly report reflects current activities and progress across all M2 programs for the period of April 1, 2021 through June 30, 2021 (Attachment A). The report includes project budget and schedule information as provided and reported in the Capital Action Plan. Information on the Local Fair Share and Senior Mobility Program (SMP) payments made to cities during the quarter is also included.

Additionally, Attachment A includes a summary of the Program Management Office (PMO) activities. Two areas are highlighted below.

M2 Ordinance Tracking Matrix

The PMO created and annually updates a compliance matrix to track compliance with the numerous requirements in the M2 Ordinance. The matrix details the status of each requirement and includes supporting documentation. The annual update is shared with the Taxpayer Oversight Committee (TOC) as a resource for committee members. This quarter, the TOC met on June 8, 2021, to conduct the required annual M2 hearing and determined that M2 is being delivered as promised to Orange County voters for the 30th consecutive year.

Triennial Performance Assessment

To evaluate OCTA's efficiency and effectiveness in the delivery of M2, the M2 Ordinance requires a performance assessment to be conducted at least once every three years. Four prior performance assessments have been completed to date, with the most recent report covering the period between July 1, 2015, and June 30, 2018. During the quarter, a consultant was selected to conduct the fifth performance assessment covering the period between July 1, 2018, and June 30, 2021. Assessment efforts are underway, with the final report anticipated to be complete in early 2022.

Progress Update

The following provides an overview of M2 accomplishments to date by mode, as well as highlights of activities that occurred during the fourth quarter of fiscal year (FY) 2020-21.

Freeway Program

The M2 Freeway Program consists of 30 project segments to be delivered by 2041. Currently, while in year 11 of the 30-year program, 13 project segments are complete, four are in construction, and another five are readying for

construction. The remaining eight project segments are in various stages of project development.

- Interstate 5 (I-5) between Interstate 405 (I-405) and State Route 55 (SR-55) This project is split into two segments at Yale Avenue, both of which are being prepared to advance into the design phase. On May 10, 2021, the Board approved selecting a consultant to prepare plans, specifications, and estimates (PS&E) for the southerly segment between I-405 and Yale Avenue. In addition, the contract with the Board-approved consultant for the PS&E of the northerly segment between Yale Avenue and SR-55 was executed on May 6, 2021. (Project B)
- SR-55 between I-405 and I-5 To prepare this project for the construction phase, the Board approved a consultant to provide construction management support services on April 12, 2021, and a consultant to provide public outreach services on April 26, 2021. (Project F)
- I-405 between State Route 73 and Interstate 605 Construction on the project is proceeding, and a project update was provided to the Board on April 26, 2021. During the quarter, the Talbert Avenue and Magnolia Street overcrossing bridges were completed and opened to traffic in April and May 2021, respectively. In addition, the first half of the new Bolsa Avenue overcrossing bridge opened to traffic in June 2021, with the other half anticipated to be completed in late 2022. This project is currently 62 percent complete. (Project K)

Streets and Roads

Since 2011, approximately \$959 million has been allocated to local jurisdictions for transportation improvements through the streets and roads competitive and formula funding programs. To date, 431 project phases have been allocated through the streets and roads competitive funding programs. Of the 431 project phases, 288 phases, equating to approximately 67 percent, have been completed. Additionally, M2 provided \$149 million, a portion of the \$668.7 million total program cost, to grade-separate seven streets and rail crossings, leveraging the majority of the funds (\$519.7 million) from local, state, and federal sources.

 On May 10, 2021, the Board approved programming recommendations for the 2021 Regional Capacity Program and Regional Traffic Signal Synchronization Program (RTSSP) call for projects for 12 projects totaling \$28.6 million. (Project O and Project P) A biannual RTSSP update was provided to the Board on June 14, 2021.
 To date, OCTA and local agencies have successfully implemented traffic signal synchronization timing on 89 corridors, with another 31 projects planned or underway. (Project P)

Transit

The M2 transit mode includes several programs designed to provide additional transportation options. M2 is the primary funding source for Metrolink commuter rail service in Orange County and includes funding for rail station improvements and transit connections to extend the reach of the services. Due to the coronavirus (COVID-19) pandemic, Metrolink implemented temporary service reductions. The three lines serving Orange County now operate 41 weekday trains, a 24 percent reduction from 54 weekday trains. During the quarter, ridership recovery trended positively, as total boardings on the Orange County Line increased on average by approximately 127 percent compared to the same quarter last year. As such, Metrolink and OCTA will continue to reassess the service needs in Orange County.

Since 2011, M2 has provided competitive multi-year transit funding commitments for bus and station van extension services connecting to Metrolink (\$483,133 to date), local community-based transit circulators and planning studies (\$41.9 million to date), and bus stop improvements (\$2.9 million to date). In parallel, M2 provides a set amount of annual funding to support three programs intended to expand mobility choices for seniors and persons with disabilities (\$91.7 million¹ to date).

- OC Streetcar A quarterly update was provided to the Transit Committee on April 8, 2021, and to the Board on April 26, 2021, providing information on the status of construction activities, vehicle manufacturing, and public outreach. (Project S)
- SMP To continue to provide M2 funding to support local, community-based transportation services for seniors, on May 24, 2021, the Board approved new cooperative agreements with the 32 cities and three non-profit agencies. (Project U)
- Senior Non-Emergency Medical Transportation (SNEMT) On May 24, 2021, the Board approved a new cooperative agreement with the County of Orange to continue providing funds for the SNEMT Program.

-

¹ Only includes disbursed funds. On October 12, 2020, the Board approved a temporary exception to the SMP Guidelines, which allows for OCTA to hold allocations in reserve for agencies with suspended services due to the COVID-19 pandemic. The funds will be held until the State lifts the State of Emergency or transportation services resume, whichever occurs first.

The SNEMT Program provides non-emergency services, such as trips to the doctor, dentist, therapy, dialysis, and pharmacy. (Project U)

Environmental Programs

The M2 Program includes two innovative programs, the Environmental Cleanup Program (ECP) with specific activity, and the Environmental Mitigation Program (EMP) through funding provided from the M2 Freeway Program. The ECP improves water quality by addressing transportation-related pollutants, while the EMP offsets the biological impacts of freeway projects.

Since 2011, the ECP has allocated approximately \$51.4 million to local jurisdictions for 178 projects for trash removal devices (Tier 1), and 18 projects for large-scale water quality best management practices projects (Tier 2). It is estimated that nearly 33 million gallons of trash have been captured since the inception of the program, which is the equivalent of filling nearly 78 football fields with one foot deep of trash.

Additionally, the Board previously authorized \$55 million for the EMP to acquire conservation lands, fund habitat restoration projects, and develop the Natural Community Conservation Plan/Habitat Conservation Plan. OCTA has acquired more than 1,300 acres (Preserves) and funded 12 restoration projects to restore habitat on 350 acres of open space across Orange County to fulfill the necessary freeway program mitigation needs.

The wildlife and habitat on the acquired lands are protected in perpetuity, and long-term management of the properties will be funded by an established endowment. OCTA makes annual deposits of approximately \$2.9 million into the endowment. The performance of the fund may affect the timeframe for full funding of the endowment. Current projections indicate that OCTA remains on track to meet the endowment target of \$46.2 million in FY 2027-28. As of June 30, 2021, the balance of the endowment was \$19.2 million.

During the quarter, a biannual update for the EMP was presented to the Regional Planning and Highways Committee on June 7, 2021, and to the Board on June 14, 2021. The update highlighted progress on restoration projects wild-fire repair, the Conservation Plan, preserve management, fire management plans, Clean Water Act permits, and projects that benefited from the EMP.

Challenges

As with all major programs, challenges arise and need to be monitored and addressed. A few key challenges are highlighted below.

- Activities for the SR-55 project between I-405 and I-5 continue to be focused on preparing the project for construction advertisement in December 2021. The work requires close coordination with the California Department of Transportation for complex right-of-way acquisition, as well as timing of funding allocations.
- The OC Streetcar Project has faced many challenges, such as unforeseen utility conflicts and conditions, contaminated materials, construction quality control and compliance, added oversight and approvals, and several change requests. To utilize additional federal funds, OCTA continues to work with the Federal Transit Administration project management oversight consultant on a comprehensive project risk, cost, and schedule assessment. Additionally, at the August 2, 2021 Executive Committee meeting, the committee directed staff to prepare a comprehensive OC Streetcar Project briefing to the Board prior to presenting an update to the project cost and schedule, which is anticipated by November 2021.
- From mid-2020 to early 2021, highway project construction bids in the region continued to reflect a favorable market with a high number of bidders and competitive bids priced below the engineer's estimate. There have still been a high number of bidders; however, recent fuel, labor, steel, and lumber material pricing has increased. Bids have varied significantly due to demand, production capacity, and supply chain issues. Staff will continue to monitor market pricing trends and material availability, along with the impacts on construction in the region. In addition, the Board receives an annual report on market conditions key indicators analysis and forecast to provide insight into potential project delivery cost drivers. The next update is anticipated in October 2021.
- Staff has been tracking and monitoring elements of M2 that have been affected by COVID-19, such as the sales tax revenue forecast, traffic patterns, transit ridership, and administrative processes. On a semi-annual basis, projects funded through the Comprehensive Transportation Funding Programs are reviewed to provide opportunities for local agencies to update project information and request project modifications. For the March 2021 review, 59 of the total 79 project adjustment requests were at least partially COVID-19-related. These adjustments were approved by the Board on June 14, 2021.

Staff will continue to monitor all COVID-19 impacts and program challenges closely to ensure M2 remains deliverable as promised to voters.

Summary

As required by the M2 Ordinance, a quarterly report covering activities from April 2021 through June 2021, is provided to update progress in implementing the Plan. The above information and the attached details indicate significant progress on the overall M2 Program despite facing challenges. To be cost-effective and to facilitate accessibility and transparency of information available to stakeholders and the public, the M2 Quarterly Progress Report is made available through the OCTA website. Hard copies are available by mail upon request.

Attachment

A. Measure M2 Quarterly Progress Report, Fourth Quarter of Fiscal Year 2020-21, April 1, 2021 through June 30, 2021

Prepared by:

Francesca Ching Section Manager, Measure M2 Program Management Office (714) 560-5625 Approved by:

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





MEASURE M2 QUARTERLY PROGRESS REPORT

Fourth Quarter of Fiscal Year 2020 – 21 April 1, 2021 through June 30, 2021

Fourth Quarter Highlights:

- Freeway Projects
- Streets and Roads
- Environmental Cleanup & Water Quality
- Freeway Mitigation Program
- Finance Matters
- Program Management Office
- Summary





SUMMARY

On November 7, 2006, Orange County voters, by a margin of nearly 70 percent, approved the Renewed Measure M Transportation Investment Plan (Plan) for the Measure M2 (M2) one-half cent sales tax for transportation improvements. Voters originally endorsed Measure M in 1990 with a sunset in 2011. The renewal of Measure M continues the investment of local tax dollars in Orange County's transportation infrastructure for another 30 years to 2041.

As required by M2 Ordinance No. 3 (M2 Ordinance), a quarterly report covering activities from April 1, 2021, through June 30, 2021, is provided to update progress in implementing the Plan. On September 25, 2017, the Board of Directors (Board) approved externally rebranding M2 as OC Go to promote OCTA's Measure M awareness and public perception and to avoid confusion with Measure M in Los Angeles County.

To be cost-effective and to facilitate accessibility and transparency of information available to stakeholders and the public, Measure M2 progress reports are presented on the Orange County Transportation Authority (OCTA) website. Hard copies are mailed upon request.



The cover photo shows the Magnolia Street bridge that was completed in May 2021. This bridge is the first two-stage bridge (partially closed but allowed throughway traffic during construction) that was completed as part of the I-405 Improvement Project between SR-73 and I-605.



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Americans with Disabilities Act	ADA
Anaheim Regional Transportation Intermodal Center	ARTIC
Annual Eligibility Review	AER
Board of Directors	Board
Burlington Northern Santa Fe	BNSF
California Department of Transportation	Caltrans
Capital Action Plan	CAP
Comprehensive Transportation Funding Program	CTFP
Conservation Properties	Preserves
Construction and Maintenance	C&M
Coronavirus	COVID-19
Cost Estimate Review	CER
Early Action Plan	EAP
Environmental Cleanup Allocation Committee	ECAC
Environmental Cleanup Program	ECP
Environmental Document	ED
Environmental Mitigation Program	EMP
Environmental Oversight Committee	EOC
Federal Highway Administration	FHWA
Federal Transit Administration	FTA
Fire Management Plan	FMP
Fiscal Year	FY
Freeway Service Patrol	FSP
Full Funding Grant Agreement	FFGA
High Occupancy Vehicle	HOV
Interstate 5	I-5
Interstate 15	I-15
Interstate 405	I-405
Interstate 605	I-605
Local Fair Share	LFS
Los Angeles County Metropolitan Transportation Authority	LA Metro
Measure M2 or Renewed Measure M	M2
Memorandum of Understanding	MOU
Metrolink Service Expansion Program	MSEP
Notice to Proceed	NTP
Next 10 Delivery Plan	Next 10 Plan
Natural Community Conservation Plan/Habitat Conservation Plan	Conservation Plan



Operation and Management	O&M
Orange County Transportation Authority	OCTA
Orange County Unified Transportation Trust	OCUTT
Ordinance No. 3	M2 Ordinance
Pacific Coast Highway	PCH
Plans, Specifications and Estimates	PS&E
Program Management Office	PMO
Project Report	PR
Project Segments	projects
Regional Capacity Program	RCP
Regional Transportation Signal Synchronization Program	RTSSP
Request for Proposals	RFP
Resource Management Plan	RMP
Right-of-Way	ROW
Riverside County Transportation Commission	RCTC
Santa Ana Regional Transportation Center	SARTC
Senate Bill 1	SB 1
Senior Mobility Program	SMP
Senior Non-Emergency Medical Transportation	SNEMT
Southern California Edison	SCE
State Route 22	SR-22
State Route 55	SR-55
State Route 57	SR-57
State Route 71	SR-71
State Route 74	SR-74
State Route 91	SR-91
State Route 133	SR-133
State Route 241	SR-241
State Transportation Improvement Program	STIP
Southern California Regional Rail Authority	SCRRA
Taxpayer Oversight Committee	TOC
To Be Determined	TBD
Transportation Investment Plan	Plan
United States Army Corps of Engineers	Corps















Conceptual

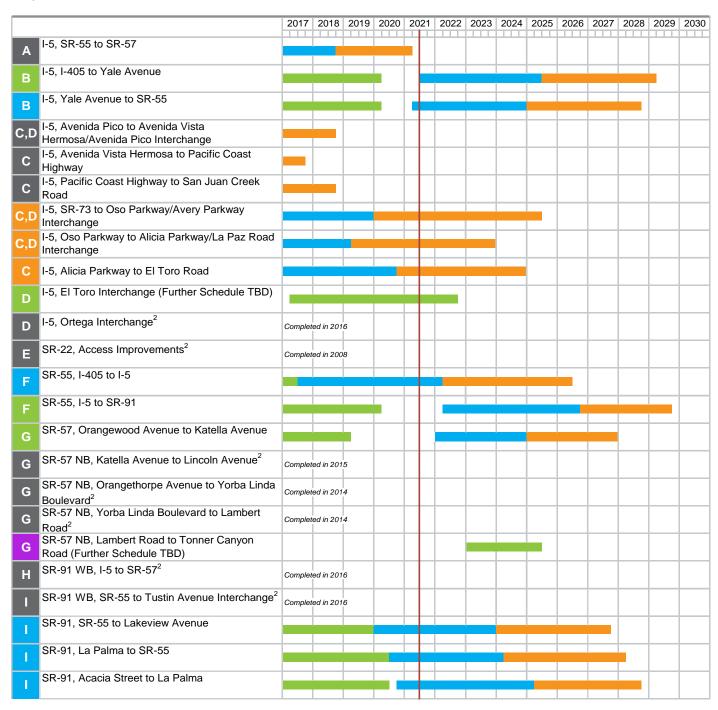
Environmental

Design, Advertise, & Award

Design-Build

Construction

Complete

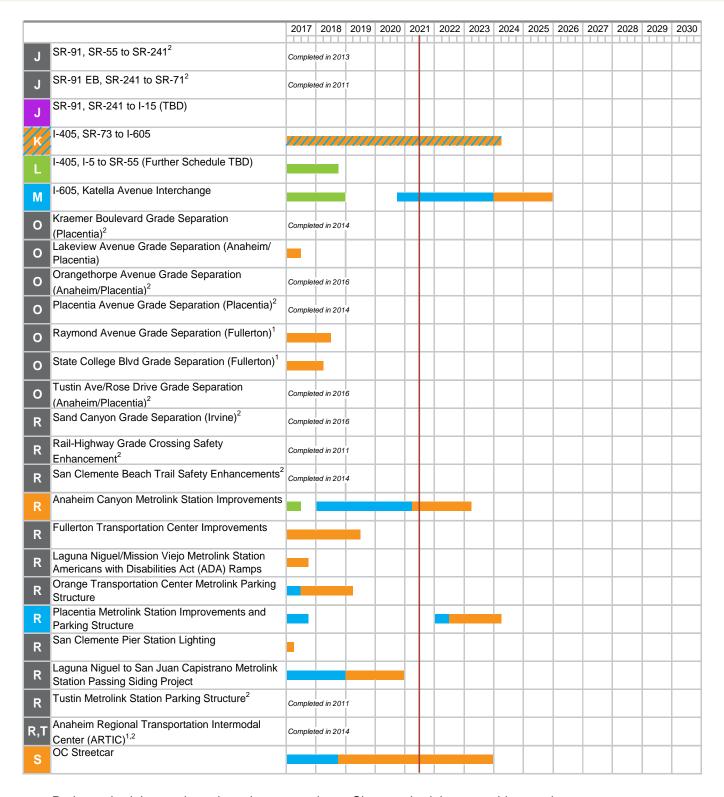


Project schedules are based on phase start dates. Shown schedules are subject to change.

¹ Projects managed by local agencies

² For full project schedules, see http://octa.net/About-OC-Go/Projects-and-Programs/#/schedule





Project schedules are based on phase start dates. Shown schedules are subject to change.

¹ Projects managed by local agencies

² For full project schedules, see http://octa.net/About-OC-Go/Projects-and-Programs/#/schedule



M2 DELIVERY RISK UPDATE ▼

Delivery Risk

This section discusses the risks and challenges related to Measure M2 and the updated Next 10 Delivery Plan (Next 10 Plan) that the M2 Program Management Office (PMO) is monitoring with associated explanations and proposed actions.

Evolunation

	Delivery Risk	Explanation	Proposed Action
Fina	ancial		
1	The 2020 M2 revenue forecast is \$11.6 billion, a \$1.8 billion (13 percent) decrease from the 2019 M2 revenue forecast due to the coronavirus (COVID-19) pandemic. If sales tax revenue projections continue to be lower, this will further challenge delivery.	M2 program sales tax revenue. The latest \$11.6 billion revenue forecast represents the lowest	The 2020 Next 10 Plan confirmed that despite the \$11.6 billion forecast, M2 remains deliverable as promised to voters. OCTA continues to work with the entities that prepare sales tax forecasts to update M2 with the latest revenue estimates. The next update is anticipated in the fall of 2021 and will be incorporated into the annual Next 10 Plan review, which will determine whether any adjustments need to be made.
2	Inability to scale the M2 Freeway Program to available revenue and still deliver the M2 commitments.	The M2 Freeway Program includes set project scopes leaving limited flexibility in what is delivered.	OCTA will work closely with the California Department of Transportation (Caltrans) to apply value engineering strategies on projects to manage costs.
3	Schedule and scope changes on critical capital projects impacting delivery and project costs.		OCTA will work closely with Caltrans and project contractors to limit the changes in scope and schedules.
4	Sustain Metrolink train service as an attractive alternative to driving in Orange County within the limits of available revenue.	, , , ,	Recovery Plan Framework to ensure the safety of passengers and employees and restore service in a post-COVID-19 environment. Metrolink received \$64.6 million in one-time federal funds through the Coronavirus Aid, Relief and Economic Security Act, \$4.7 million in Coronavirus Response and Relief Supplemental Appropriations Act funding, and \$22.7 million in American Rescue Plan Act funding,



	Delivery Risk	Explanation	Proposed Action
5	Potential for an increasing cost environment as M2 capital projects are readied for construction.	The spring update of the Next 10 Plan Market and Conditions Forecast and Risk Analysis reflects a low-cost environment in 2021, a minimal rise in inflation in 2022, and a return to a normal inflationary increase in 2023. The economic impacts from COVID-19 may cause this to change during the Next 10 Plan delivery years.	report is updated biannually and provides a three-year look ahead. From mid-2020 to early
Res	ource		
6	Substantial work underway in the region has resulted in a significant demand for professional and skilled labor which can impact delivery given the volume of the M2 capital program.	The economic impacts of COVID-19 and its effects on unemployment may change the availability of key talent. If shortages continue, project delivery costs could rise, but if additional labor resources are available, it may temper costs and reduce delivery risk.	labor market as well as contractor reported COVID-19 cases. Expert and timely coordination between OCTA and Caltrans is imperative to manage this risk. Staff is working with Caltrans to ensure resource needs are
7	New operational responsibilities with the OC Streetcar.	With the implementation of the OC Streetcar service, OCTA will be increasing its overall role in operations. OCTA holds a successful track record in operating various transportation systems including both a fixed and demand-based bus network.	To ensure the success of the OC Streetcar, OCTA hired a streetcar operations manager with proven start-up experience to oversee start-up and daily operations. Acontractor with extensive experience in the operations of rail systems was selected to handle the startup and revenue operation phases. In September 2020, OCTA initiated a project to review the organizational structure of the Operations Division.
Reg	julatory		
8	statewide directives could	approval policies place great emphasis on reducing travel	The majority of M2 freeway projects, where this risk would manifest itself, have obtained the necessary approvals. If the approvals require a review or revision, these new requirements could impact delivery.

environmental review process.



Next 10 Delivery Plan ▼

Contact: Francesca Ching, PMO Manager • (714) 560-5625

On November 14, 2016, the Board approved the Next 10 Plan, providing guidance to staff on the delivery of M2 projects and programs between fiscal year (FY) 2016-17 and FY 2025-26. Annually, staff reviews the Board-adopted commitments in the Next 10 Plan to ensure it remains deliverable with updated revenues and project costs. On December 14, 2020, the Board approved to shift the timeframe to span FY 2020-21 to FY 2029-30.

On April 12, 2021, the Board adopted the 2020 updated Next 10 Plan. The update incorporated the \$11.6 billion sales tax revenue forecast, revised project estimates and schedules, as well as the fall market conditions forecast and risk analysis. As a result of OCTA's strategic planning to date, the 2020 Next 10 Plan continues to demonstrate that the Plan remains deliverable.

Next 10 Plan Deliverables

The Next 10 Plan deliverables were reviewed and updated to reflect the new timeframe shift. Significant progress continues with projects completing construction, projects in and advancing towards construction, as well as regular funding allocations to local jurisdictions through local programs.

1. Deliver 14 freeway improvement projects through construction (Projects A-M).

The M2 Freeway Program is made up of 30 projects or project segments. Deliverable 1 includes 14 project to be delivered through construction by FY 2029-30. These projects would bring the total number of complete projects to 26, which equates to approximately 87 percent of the M2 Freeway Program. On January 6, 2021, the I-5 project between SR-55 and SR-57 was completed. The remaining 13 projects included in Deliverable 1 are in or nearing design and construction. For more details, see <u>pages iii-iv</u> (Project Schedules) and the project updates contained in their respective sections.

Upcoming activities:

- SR-55, I-5 to SR-91 Release request for proposals (RFP) for design services
- SR-57 Northbound, Orangewood Avenue to Katella Avenue Award design services contract

2. Prepare remaining freeway improvement projects for delivery (Projects A-M).

The four remaining projects (of the 30 total) are environmentally cleared or on track to be environmentally cleared by 2030, making them shelf-ready for further advancement. The remaining projects include Project D (I-5, EI Toro Road Interchange), Project G (SR-57 northbound from Lambert Road to Tonner Canyon Road), Project J (SR-91 between SR-241 and I-15), and Project L (I-405 between I-5 and SR-55). These projects will continue to be reevaluated annually as part of the Next 10 Plan review. The next review of the Next 10 Plan is anticipated in fall 2021. For more details, see <u>pages iii-iv</u> (Project Schedules) and the project updates contained in their respective sections.



3. Provide annual competitive funding opportunities for local jurisdictions to address bottlenecks and gaps in the street system, synchronize signals (Project O and P), and continue flexible funding to local jurisdictions to preserve the quality of streets or for use on other transportation needs, as appropriate (Project Q).

Since inception, OCTA has awarded approximately \$455.6 million in competitive funding through the Regional Capacity Program (RCP) (Project O) and Regional Traffic Signal Synchronization Program (RTSSP) (Project P) through annual calls for projects (call). Additionally, approximately \$512.9 million in Local Fair Share (LFS) (Project Q) funds have been distributed to local jurisdictions.

On August 10, 2020, the Board authorized the 11th call, providing up to \$22 million for Project O and \$8 million for Project P to support local streets and roads improvement projects throughout Orange County. Applications were due on October 22, 2020. On May 10, 2021, the Board approved programming recommendations for 12 projects totaling \$28.7 million. For more details, see the project updates on page 20.

Upcoming activities:

Project O and P - Issue 12th call

4. Maintain Metrolink service and complete two rail station improvements (Project R).

In March 2020, all Metrolink services were impacted by the statewide enforcement of stay-at-home orders that resulted from the COVID-19 pandemic. Metrolink implemented temporary service reductions in March and November 2020 due to the decline in ridership. The three lines serving Orange County (Orange County, Inland Empire-Orange County, and the 91/Perris Valley lines) now operate 41 trains, which is down from the 54 daily trains operated prior to COVID-19. OCTA will continue to actively engage with Metrolink and other member agencies and monitor ridership levels and the corresponding financial impacts to M2.

Within this program, funding is provided for rail corridor and station improvements to accommodate increased passenger train service including station upgrades, parking expansions, and safety enhancements. The Next 10 Plan identifies two projects to be completed by 2030: Anaheim Canyon Metrolink Station Improvement Project (construction contract was awarded in March 2021) and Placentia Metrolink Station (is ready to begin construction, however, it is contingent on a BNSF construction and maintenance agreement being in place). For more details, see the project updates on page 26.

Upcoming activities:

• Placentia Metrolink Station - Advertise for construction



5. Complete construction, secure vehicles, begin operating the OC Streetcar, and work with local jurisdictions to consider recommendations from planning studies to guide the development of future high-quality transit connections (Project S).

OC Streetcar

The 4.15 mile OC Streetcar will serve the Santa Ana Regional Transportation Center (SARTC) through downtown Santa Ana, and the Civic Center to Harbor Boulevard in the City of Garden Grove. Activities this quarter included completion of the Fairview Road grade crossing, construction of the westbound track on Santa Ana Boulevard between Bristol Street and Raitt Street, and near completion of the Westminster and Santa Ana River Bridges. The first seven cars are in the final stages of equipping and the last car is in final assembly. Construction is anticipated to be completed in 2023. See page 29 for more information.

Bristol Street Transit Corridor Study

The study focused on developing options to improve the flow of traffic and public transit along Bristol Street between West 17th Street and Sunflower Avenue (South Coast Metro) and connections to John Wayne Airport and the SARTC. This quarter, the consultant team incorporated staff's comments on the draft report and submitted the final report to OCTA in June 2021. The results of the study are anticipated to be presented to the Board in September 2021.

6. Support expanded mobility choices for seniors and persons with disabilities (Project U).

Project U is comprised of three programs: the Senior Mobility Program (SMP), the Senior Non-Emergency Medical Transportation (SNEMT) Program, and the Fare Stabilization Program. Since 2011, approximately \$91.7 million¹ has been provided to these three programs. The SMP provides funding to participating cities to design and implement transit service that best fits the needs of seniors (60 and above) in their communities. The SNEMT Program provides funding to the County of Orange Office on Aging for senior (60 and above) transportation to and from medical appointments, dentists, therapies, exercise programs, testing, and other health-related trips at a low cost to the rider than would otherwise be available. The Fare Stabilization program stabilizes fares for seniors and persons with disabilities by discounting the cost of riding transit. See page 31 for more information.

7. Work with local agencies to maintain successful community circulator projects and potentially provide grant opportunities for expanded or new local transit services (Project V).

Since inception, OCTA has approved 35 projects and ten planning studies totaling approximately \$52 million through four calls. The most recent Project V call was programmed by the Board on April 13, 2020. OCTA receives ridership reports from local agencies on a regular basis to monitor the success of awarded services against performance measures adopted by the Board.

¹ Only includes disbursed funds. On October 12, 2020, the Board approved a temporary exception to the SMP guidelines, which allows for OCTA to hold allocations in reserve for agencies with suspended services due to the COVID-19 pandemic. The funds will be held until the State lifts the State of Emergency or transportation services resume, whichever occurs first.



As of June 30, 2021, 12 projects are active, nine have been cancelled (primarily due to low ridership), 11 are suspended (or not initiated) due to the COVID-19 pandemic, and three have been completed. The services that were suspended (or not initiated) as a result of the COVID-19 pandemic is anticipated to restart in summer 2021 or later. On January 25, 2021, the Board approved changes to the Project V program guidelines to better support these key community services as they are reinitiated post-COVID-19.

Staff continues to work with local agencies through letters of interest requests, workshops, Comprehensive Transportation Funding Program (CTFP) Guidelines revisions, calls, and cooperative agreement amendments to fine-tune this program and facilitate successful project implementation. For additional details and information on current program performance and service, see <u>page 33</u>.

8. Continue to improve the top 100 busiest transit stops to enhance the customer experience (Project W).

Through three calls, the Board has approved \$3.1 million to improve 122 city-initiated improvement projects at the busiest OCTA transit stops. The program is designed to ease transfers between bus lines and provide improvements such as the installation of bus benches or seating, shelters, improved lighting, and other passenger-related amenities. To date, 43 improvements have been completed, 69 improvements are in various stages of implementation, and ten improvements have been cancelled by the awarded agency. See <u>page 33</u> for more information.

9. Ensure the ongoing preservation of purchased open space, which provides comprehensive mitigation of the environmental impacts of freeway improvements and higher-value environmental benefits in exchange for streamlined project approvals (Projects A-M).

The freeway Environmental Mitigation Program (EMP) includes seven conservation properties (Preserves) totaling more than 1,300 acres and 12 restoration projects covering nearly 350 acres. In 2017, OCTA received biological resource permits after completing a state and federal Natural Community Conservation Plan/ Habitat Conservation Plan (Conservation Plan) for the EMP, allowing streamlined project approvals for the M2 freeway improvement projects. The Conservation Plan also includes a streamlined process for coordination of streambed alteration agreements. In 2018, OCTA secured programmatic permits and assurances for federal and state clean water permitting requirements. Receipt of these permits represents the culmination of years of collaboration and support by the Board, environmental community, and regulatory agencies.

To ensure the ongoing preservation of the open space, an endowment was established to pay for the long-term management of the Preserves. OCTA makes annual endowment deposits of approximately \$2.9 million. While the performance of the endowment fund will affect the time frame for full funding, current projections indicate that OCTA is on track to meet the target of \$46.2 million in FY 2027-28. As of June 30, 2021, the balance of the endowment was \$19,181,289. For more details, see the program updates on page 34.



10. Work with the Environmental Cleanup Allocation Committee (ECAC) to develop the next tiers of water quality programs to prevent the flow of trash, pollutants, and debris into waterways from transportation facilities. In addition, focus on improving water quality on a regional scale that encourages partnerships among the local agencies as part of the Environmental Cleanup Program (ECP) (Project X).

In May 2010, the Board approved a two-tier approach to funding Project X. Tier 1 consists of funding equipment purchases and upgrades to existing catch basins and related best management practices, such as screens and other low-flow diversion devices. Tier 2 consists of funding regional, potentially multi-jurisdictional, and capital-intensive projects. Since 2011, the Board has approved \$27 million in funding for 189 Tier 1 projects through ten calls and \$27.9 million for 22 Tier 2 projects through two calls.

The 11th Tier 1 call was released on February 8, 2021, in the amount of \$2.8 million. Applications were due on May 6, 2021, with programming recommendations anticipated to be presented to the Board in August 2021. Staff will continue to analyze revenues for future calls and is currently assessing the timing of a future Tier 2 call.

For more details, see the project updates on page 34.

Upcoming activities:

Project X – Programming recommendation for the 11th Tier 1 call



INTERSTATE 5 (I-5) PROJECTS ▼

Segment: I-5, SR-55 to SR-57

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



PROJECT A

PROJECT B

Summary: This project added a second high-occupancy vehicle (HOV) lane (approximately three miles) in both directions along I-5 between SR-55 and SR-57 in the City of Santa Ana. The final Environmental Document (ED) and Project Report (PR) were approved on April 27, 2015. Construction began on February 20, 2019, and opened to traffic on August 24, 2020. The project was officially completed three months ahead of schedule on January 6, 2021, and the plant establishment was completed on May 24, 2021.

I-5, I-405 to SR-55 is one project broken into two segments. The final ED and PR were approved on January 7, 2020.

Segment: I-5, I-405 to Yale Avenue

Status:

Environmental Phase Complete; Design Contract Awarded

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will add an additional general purpose lane (approximately 4.5 miles) in both directions of I-5 between I-405 and Yale Avenue, improve interchanges, and replace and add new auxiliary lanes in the City of Irvine. The Board approved the release of the RFP for the preparation of plans, specifications, and estimates (PS&E) on December 14, 2020, and awarded the contract on May 10, 2021. Final design services are anticipated to begin in mid to late 2021.

Segment: I-5, Yale Avenue to SR-55

Status: Design Phase Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will add an additional general purpose lane (approximately 4.5 miles) in both directions of I-5 between Yale Avenue and SR-55, improve interchanges, and replace and add new auxiliary lanes in the cities of Irvine and Tustin. The Board approved the release of the RFP for the preparation of PS&E on June 22, 2020, and awarded the contract on November 9, 2020. The design of this project was initiated on May 6, 2021. This quarter, the design consultant worked on obtaining permits, surveying the existing facilities, submitting drafts of the program management plan and quality management plan, as well as obtaining approval for design enhancements that could reduce overall project costs while improving traffic operations.



PROJECT C AND PART OF PROJECT D

I-5, Avenida Pico to San Juan Creek Road is one project broken into three segments. The final ED and PR were approved on October 26, 2011. All three segments were completed and opened to traffic on March 13, 2019.

Segment: I-5, Avenida Pico to Avenida Vista Hermosa/Avenida Pico Interchange

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project added a carpool lane (approximately 0.7 miles) in both directions of I-5 between Avenida Pico and Avenida Vista Hermosa in the City of San Clemente, included major improvements through reconstruction of the Avenida Pico Interchange (part of Project D), and added bicycle lanes in both directions on Avenida Pico. Construction began on December 22, 2014, and was officially completed on August 23, 2018. Plant establishment was completed in May 2019.

Segment: I-5, Avenida Vista Hermosa to Pacific Coast Highway

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project added a carpool lane (approximately 2.5 miles) in both directions of I-5 between Avenida Vista Hermosa and Pacific Coast Highway (PCH) in the City of San Clemente and reconstructed on- and off-ramps at Avenida Vista Hermosa and Camino de Estrella. Construction began on July 3, 2014, and was officially completed on July 31, 2017. Plant establishment was completed in May 2018.

Segment: I-5, Pacific Coast Highway to San Juan Creek Road

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project added a carpool lane (approximately 2.5 miles) in both directions of I-5 between PCH and San Juan Creek Road in the cities of Dana Point, San Clemente, and San Juan Capistrano. Project improvements also reconstructed the on- and off-ramps at PCH/Camino Las Ramblas. Construction began in December 20, 2013, and was officially completed on July 3, 2018. Plant establishment was completed in March 2019.



I-5, SR-73 to El Toro Road is one project broken into three segments. The final ED and PR for all three segments were approved on May 6, 2014. With a cost estimate of \$557.11 million, the project was above the \$500 million threshold for a "Major Project" designation, as determined by the Federal Highway Administration (FHWA). Major projects require a Cost Estimate Review (CER) workshop. A CER was conducted by the FHWA, Caltrans, and OCTA in February 2018 and resulted in an estimated project cost of \$612.6 million. The OCTA cost estimate for the three segments is currently \$577.1 million.

Segment: I-5, SR-73 to Oso Parkway/Avery Parkway Interchange

Status: Construction Underway - 40 Percent Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will add a general purpose lane (approximately 2.2 miles) in both directions of I-5 between SR-73 and Oso Parkway and reconstruct the Avery Parkway Interchange (part of Project D) in the cities of Laguna Hills, Laguna Niguel, and Mission Viejo. The construction contract was awarded on December 19, 2019, and the first working day was March 10, 2020. This quarter, the contractor completed pile driving, abutments, columns, and precast beams for the easterly section of the new Avery Parkway bridge. The contractor continued work on several retaining walls in both directions, temporary ramp metering, and fiber optic installation. In addition, Caltrans and OCTA have continued coordinating utility work with San Diego Gas and Electric.

Segment: I-5, Oso Parkway to Alicia Parkway/La Paz Road Interchange

Status: Construction Underway - 50 Percent Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will add a general purpose lane (approximately 2.6 miles) in both directions along I-5 between Oso Parkway and Alicia Parkway and reconstruct the La Paz Road Interchange (part of Project D) in the cities of Mission Viejo, Laguna Hills, and Lake Forest. The construction contract was awarded on April 4, 2019, and the first working day was May 29, 2019. This quarter, the contractor continued construction of several retaining walls in both directions and grading of slopes on northbound I-5. In addition, the contractor completed pile driving for the new northbound off-ramp bridge structure at La Paz Road over the railroad. Staff also continued coordination of the service contract with Southern California Regional Rail Authority (SCRRA)/Metrolink.

Segment: I-5, Alicia Parkway to El Toro Road

Status: Construction Underway - 11 Percent Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will add a general purpose lane (approximately 1.7 miles) and extend the second HOV lane (approximately one mile) in both directions along I-5 between Alicia Parkway to El Toro Road in the cities of Laguna Hills, Laguna Woods, and Lake Forest. The construction contract was awarded on September 23, 2020, and the first working day was January 4, 2021. This quarter, the contractor began work on foundations for retaining walls and completed preparation work at Aliso Creek for pile installation of the retaining



walls north and south of the Creek for future freeway widening. Staff also continued coordination with Southern California Edison (SCE) for the relocation of their existing facilities and with Caltrans on right-of-way (ROW) and utility relocations.

PROJECT D

This project will update and improve key I-5 interchanges at Avenida Pico, Ortega Highway, Avery Parkway, La Paz, and El Toro Road. Three interchange improvements at La Paz, Avery Parkway, and Avenida Pico are included and discussed as part of the respective segments in Project C.

I-5, Ortega Highway Interchange Segment:

PROJECT COMPLETE Status:

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project widened and reconstructed the SR-74 Ortega Highway Bridge over I-5 and improved local traffic flow along SR-74 and Del Obispo Street in the City of San Juan Capistrano. The final ED and PR were approved on June 1, 2009. Construction began on September 18, 2012, and all lanes on the new bridge were opened to traffic on September 4, 2015. The project was officially completed on January 15, 2016.

I-5, El Toro Interchange Segment: Environmental Phase In Review Status:

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: Caltrans is the lead in the environmental phase of this project, which includes the study of four build alternatives that consider modifications to the existing interchange, ranging from an I-5 southbound direct connector to El Toro Road to modifications to how existing on- and off-ramp intersections operate. The project area includes the cities of Laguna Hills, Laguna Woods, and Lake Forest, which are direct stakeholders of the project improvements. The study began in April 2017 and the Draft Initial Study/Environmental Assessment was completed in March 2019. The three stakeholder cities were not in consensus on a preferred alternative, and costs identified for the remaining alternatives were significantly higher than the assumed cost in the Next 10 Plan, which created additional challenges. The environmental phase was anticipated to be completed in late 2019, however, without the cities' consensus, OCTA does not support the finalization of the document. OCTA requested Caltrans put completion of the ED on hold until a consultant, retained by OCTA, provides a further assessment of the alternatives to help facilitate reaching an agreement. The assessment kick-off meeting was held on September 16, 2020, and the draft final assessment study was completed on May 27, 2021. Major activities this quarter include the delivery of an updated draft Final Alternatives Assessment Report to include a new alternative which would impact the southeast corner of the project study area. In addition, OCTA continued coordination with the consultant and Caltrans to finalize the ROW cost estimates for each alternative and continued discussions with the three cities to determine which build alternatives will go into the environmental process. Due to the dependency on acquiring consensus from all three cities, this project is marked as a cost/ 11 schedule risk in the capital action plan (CAP).

STATE ROUTE 22 (SR-22) PROJECTS ▼

SR-22 Access Improvements

Status: PROJECT COMPLETE

Segment:

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: Completed in 2008, Project E made improvements at three key SR-22 interchanges (Brookhurst Street, Euclid Street, and Harbor Boulevard) in the City of Garden Grove to reduce freeway and street congestion. This M2 project was completed early as a "bonus project" provided by the original Measure M (M1).

STATE ROUTE 55 (SR-55) PROJECTS ▼

Segment: SR-55, I-405 to I-5

Status: Design Phase Underway - 99 Percent Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will add a general purpose lane (approximately four miles) and a second HOV lane (approximately four miles) in both directions between I-405 and I-5 in the cities of Irvine, Santa Ana, and Tustin. Auxiliary lanes will be added and extended in some segments within the project limits. The final ED and PR were approved on August 31, 2017. The design of this project was initiated on September 15, 2017, and final design was submitted on June 1, 2021. ROW certification is anticipated to be obtained by August 2021 to advertise by December 2021. Due to complex ROW activities, this project is marked as a cost/schedule risk in the CAP.

Segment: SR-55, I-5 to SR-91

Status: Environmental Phase Complete; Design RFP to be Released in Mid to Late 2021

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project studied the addition of a general purpose lane (approximately 7.5 miles) in both directions between I-5 and SR-22 and operational improvements between SR-22 and SR-91 in the cities of Anaheim, Orange, Santa Ana, and Tustin. The final ED and PR were approved on March 30, 2020. The release of the RFP for the preparation of PS&E is anticipated in mid to late 2021.

PROJECT E

PROJECT F





STATE ROUTE 57 (SR-57) PROJECTS ▼

PROJECT G

Segment: SR-57 Northbound, Orangewood Avenue to Katella Avenue

Status: Environmental Phase Complete; Design Proposals Under Review

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project studied the addition of a new northbound general purpose lane (approximately one mile) on SR-57 from Orangewood Avenue to Katella Avenue in the cities of Anaheim and Orange. The northbound general purpose lane would join the northbound general purpose lane between Katella Avenue and Lambert Road, which was opened to traffic in 2014. The final ED and PR were approved on March 29, 2019. On March 8, 2021, the Board approved the final design cooperative agreement with Caltrans and released the RFP for the preparation of PS&E. During the quarter, staff reviewed the proposals received by the April 5, 2021 due date. Consultant selection recommendation is anticipated to be presented to the Board in July 2021 to initiate final design in early 2022.

Segment: SR-57 Northbound, Katella Avenue to Lincoln Avenue

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project increased capacity by adding a new general purpose lane (approximately 2.8 miles), and improved on- and off-ramps and soundwall improvements on northbound SR-57 between Katella Avenue and Lincoln Avenue in the City of Anaheim. Bridges at Katella Avenue and Douglas Road were also widened in the northbound direction. The final ED was approved on September 30, 2009, and the final PR was approved on November 25, 2009. Construction began on November 17, 2011, and opened to traffic on November 19, 2014. The project was officially completed on April 21, 2015.

Segment: SR-57 Northbound, Orangethorpe Avenue to Yorba Linda Boulevard

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



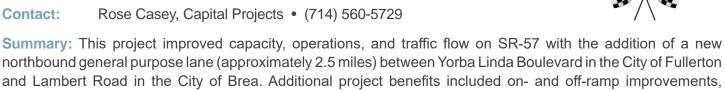
Summary: This project increased capacity by adding a northbound general purpose lane (approximately 2.5 miles) between Orangethorpe Avenue in the City of Placentia to Yorba Linda Boulevard in the City of Fullerton and improved operations with the reconstruction of northbound on- and off-ramps, widening of seven bridges, and the addition of soundwalls. The final ED and PR were approved on November 30, 2007. Construction began on October 26, 2010, and opened to traffic on April 28, 2014. The project was officially completed on November 6, 2014.



Segment: SR-57 Northbound, Yorba Linda Boulevard to Lambert Road

PROJECT COMPLETE Status:

Contact:



the widening and seismic retrofit (as required) of six bridges in the northbound direction, and the addition of soundwalls. Existing lanes and shoulders were also widened to standard widths, enhancing safety for motorists.

The final ED and PR were approved on November 30, 2007. Construction began on November 2, 2010, and opened to traffic on September 23, 2013. The project was officially completed on May 2, 2014.

SR-57 Northbound, Lambert Road to Tonner Canyon Road Segment:

Status: Schedule TBD

Rose Casey, Capital Projects • (714) 560-5729 Contact:

Summary: Caltrans previously completed a Project Study Report/Project Development Support document to add a northbound truck-climbing lane (approximately 2.5 miles) from Lambert Road to Tonner Canyon Road in the City of Brea. The project will require coordination with Los Angeles County Metropolitan Transportation Authority (LA Metro) on planned improvements or related work across the Orange County/Los Angeles County line. The mainline project includes interchange and ramp improvements at Lambert Road. Through the SB 1 Trade Corridor Enhancement Program, funds were allocated to initiate the construction phase for interchange improvements at Lambert Road which will complement and serve as a first phase to the freeway improvement project. Construction began in mid-2019 and is anticipated to be completed at the end of 2021. Phase two, which is the mainline improvement, was initially approved for State Transportation Investment Program (STIP) funding in March 2018 to initiate the environmental phase. However, due to the 2019 STIP reduction, funding was shifted to cover projects already underway. To ensure coordination with other projects planned for construction and to avoid unreasonable impacts to the public, this project is currently scheduled to be constructed beyond the Next 10 Plan timeframe.

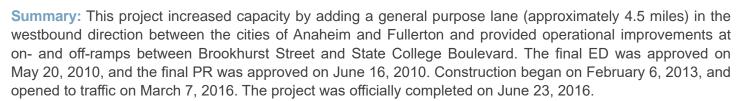


STATE ROUTE 91 (SR-91) PROJECTS ▼

Segment: SR-91 Westbound, I-5 to SR-57

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Segment: SR-91, SR-55 to Tustin Avenue Interchange

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

PROJECT I

PROJECT H

Summary: This project improved traffic flow at the SR-55/SR-91 interchange by adding a westbound auxiliary lane (approximately two miles) beginning at the northbound SR-55 to the westbound SR-91 connector through the Tustin Avenue interchange in the City of Anaheim. The project reduced weaving congestion in the area and included reconstruction of the westbound side of the Santa Ana River Bridge to accommodate the additional lane. The final ED was approved on May 11, 2011, and the final PR was approved on May 19, 2011. Construction began on November 1, 2013, and opened to traffic on May 14, 2016. The project was officially completed on July 15, 2016.

SR-91, between SR-55 and SR-57 is one project broken into three segments. The final ED and PR were approved on June 22, 2020. This project will be funded with 91 Express Lanes excess revenue.

Segment: SR-91, SR-55 to Lakeview Avenue

Status: Design Phase Underway; 65 Percent Roadway Design Submitted

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will provide westbound operational improvements (approximately 1.5 miles) which includes the realignment of the existing westbound SR-91 on- and off-ramps, the addition of a new on-ramp from the Lakeview Avenue overcrossing bridge to connect directly to southbound SR-55, and construction of a barrier to separate westbound SR-91 from SR-55. With the proposed improvements, the existing Lakeview Avenue overcrossing bridge is anticipated to be replaced with a new bridge. The design of this project was initiated on March 30, 2020. This quarter, the design team submitted the 65 percent roadway design, continued work on the design of the structure and initiated the 95 percent roadway design.



Segment: SR-91, La Palma Avenue to SR-55

Status: Design Phase Underway; 35 Percent Roadway Design Submitted

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will provide an additional eastbound general purpose lane (approximately 2.8 miles), replace the eastbound shoulder, and restore auxiliary lanes as needed throughout the project limits. With the proposed improvements, the existing Kraemer Boulevard and Tustin Avenue overcrossing bridges are anticipated to be replaced with new bridges. The design of this project was initiated on June 17, 2020. This quarter, the design team submitted the 35 percent roadway design, and continued work on utility coordination and obtaining the environmental permit for geotechnical borings.

Segment: SR-91, Acacia Street to La Palma Avenue

Status: Design Phase Underway; 35 Percent Design Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will provide westbound operational improvements (approximately 1.8 miles) by adding a fourth general purpose lane along westbound SR-91 from the northbound SR-57 to the westbound SR-91 connector, extending the southbound SR-57 to westbound SR-91 connector auxiliary lane through the State College Boulevard interchange, tying into the existing westbound SR-91 auxiliary lane west of State College Boulevard, and reconfiguring the westbound SR-91 to SR-57 connector to provide dedicated exits to SR-57. With the proposed improvements, the existing La Palma Avenue overcrossing bridge will be replaced with a new bridge. The design of this project was initiated on November 30, 2020. This quarter, the design team obtained concurrence on geometric concepts that provide additional operational improvements and worked on geometric design.

Segment: SR-91, SR-55 to SR-241

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

PROJECT J

Summary: This project added a general purpose lane (approximately six miles) in both directions of SR-91 between SR-55 and SR-241 in the cities of Anaheim and Yorba Linda. In addition to adding 12 lane miles to SR-91, the project also delivered a second eastbound exit lane at Lakeview Avenue, Imperial Highway, and Yorba Linda Boulevard/Weir Canyon Road off-ramps. Beyond these capital improvements, crews completed work on safety barriers, lane striping, and soundwalls. The final ED and PR were approved on April 24, 2009. Construction began on May 27, 2011, and opened to traffic in December 2012. The project was officially completed on March 5, 2013.



Segment: SR-91, SR-241 to SR-71

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project improved mobility and operations by adding an eastbound lane (approximately six miles) through a key stretch of SR-91 between Orange County's SR-241 and Riverside County's SR-71, widened existing eastbound lanes and shoulders, and reduced traffic weaving as a result of traffic exiting at SR-71 and Green River Road. The final ED and PR were approved on December 28, 2007. Construction began on September 16, 2009, and opened to traffic on December 2, 2010. The project was officially completed on January 31, 2011. Because this project was shovel-ready, OCTA was able to obtain American Recovery and Reinvestment Act funding for this M2 project, saving M2 revenues for future projects.

Segment: SR-91, SR-241 to I-15

Status: Riverside County Transportation Center's (RCTC) Design-Build - Initial Phase Complete on

March 20, 2017; Alternatives Analysis Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project plans to add a general purpose lane (approximately ten miles) on SR- 91 between SR-241 and I-15. Since the SR-91 corridor is one of the busiest in the region, implementation of this project requires coordinating and constructing the improvements in multiple segments and to capitalize on available funding. Freeway improvements that cross county lines require close coordination to maintain seamless travel. While the portion of this project between SR-241 and the Orange County/Riverside County line is part of OCTA's OC Go Project J, the matching segment between the county line and SR-71 is part of RCTC's Measure A. The sixth lane addition requires joint implementation to ensure smooth delivery of the project. With significant SR-91 freeway improvements taking place as a result of both counties' sales tax measures, the construction timing of the additional general purpose lane between SR-241 and SR-71 was anticipated to take place post-2035. However, RCTC requested OCTA's support to accelerate a portion of the ultimate project in the westbound direction (in Orange County) to address a bottleneck issue affecting the City of Corona. With OCTA's support, RCTC developed the 91 Corridor Operation Project, which began construction in late 2020 and is anticipated to be completed in late 2021. In addition, OCTA and RCTC is conducting a feasibility study to determine how best to implement the sixth general purpose lane while minimizing environmental and construction impacts in the eastbound direction between SR-241 and SR-71. In May 2020, the consultant team initiated efforts for the geometric and design alternatives analysis. The consultant conducted a value analysis workshop where various stakeholders provided feedback on conceptual alternatives. A final alternatives analysis report is anticipated to be completed by September 2021.



INTERSTATE 405 (I-405) PROJECTS ▼

I-405, SR-73 to I-605 Segment:

Status: Design-Build Underway - 62% Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: OCTA and Caltrans are working together to widen I-405 by adding a general purpose lane and a second HOV lane (approximately 16 miles) in both directions to be combined with the existing HOV lane to provide a dual express lanes facility and improve the local interchanges along the corridor from SR-73 to I-605 through the cities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Los Alamitos, Seal Beach, and Westminster.² The final ED and PR were approved on June 15, 2015. Construction activities began on January 31, 2017.

During the quarter, work continued on ROW acquisition, utility coordination, public outreach, installation of drainage systems, retaining walls, paving, and bridge construction. Design is substantially complete with the review of various design and construction submittals ongoing. OCTA's toll lanes system integrator is under contract and working with OCTA and the design-builder. Construction on one-stage bridges (closed during construction) continued at Edinger Avenue, Edwards Street, Ward Street, and Warner Avenue. In April 2021, the Talbert Avenue bridge was completed and opened to traffic. Two-stage bridges (partially closed but allow throughway traffic during construction) at Bolsa Chica Road, Fairview Road, Goldenwest Street, and Westminster Boulevard are also underway. The Magnolia Street bridge was the first two-stage bridge to be completed and opened to traffic in May 2021. In addition to one- and two-stage bridges, construction to widen the existing freeway bridges on the Beach Boulevard/Bolsa Avenue railroad crossing, old Navy railroad crossing, and at the Harbor Boulevard and Santa Ana River bridges are ongoing. Construction of the Heil Street pedestrian overcrossing is also underway. Public outreach, through virtual neighborhood meetings, continues to be held to discuss construction activities. Substantial completion of the project is anticipated in late 2023.

Segment: I-405, I-5 to SR-55

Status:

Environmental Phase Complete

Rose Casey, Capital Projects • (714) 560-5729 Contact:

PROJECT L

PROJECT K

Summary: This project studied the addition of a general purpose lane (approximately 8.5 miles) in both directions along I-405 between I-5 and SR-55 in the City of Irvine. The project development team reviewed the alternatives and public comments received during public circulation, and as a result of the effort, recommended adding one general purpose lane in each direction. The final ED and PR were approved on August 31, 2018. To ensure coordination with other projects planned for construction and to avoid unreasonable impacts to the public, this project is currently scheduled to be constructed beyond the Next 10 Plan timeframe.

² The general purpose lane portion of the project is an M2 project and will be funded by a combination of local, state, and federal funds. The express lanes portion of the project is financed and paid for by those who choose to pay a toll and use the 405 Express Lanes.



INTERSTATE 605 (I-605) PROJECTS ▼

Segment: I-605, Katella Interchange Improvements

Status: Design Phase Underway; 35 Percent Design Submitted

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will make enhancements at the on- and off-ramps and operational improvements on Katella Avenue at the I-605 Interchange in the City of Los Alamitos in unincorporated Orange County. In addition, pedestrian and bicycle improvements will incorporate complete streets components, including enhanced safety for all modes of travel. The final ED and PR were approved on October 3, 2018. The design of this project was initiated on December 28, 2020. This quarter, the design team worked on obtaining permits, completing surveys, collecting existing information, creating a utility management matrix, and further developing a geometric design.

FREEWAY SERVICE PATROL -

Status: Service Ongoing

Contact: Cliff Thorne, Operations • (714) 560-5975

PROJECT N

PROJECT M

Summary: Freeway Service Patrol (FSP) provides assistance to motorists whose vehicles have become disabled on Orange County freeways and removes congestion-causing debris from traffic lanes to reduce freeway congestion and collisions. In June 2012, M2 began supporting FSP with local funds to maintain existing service levels and expand services through 2041. During the quarter, FSP provided 15,996 services⁴. Since June 2012, FSP has provided a total of 611,837³ services on the Orange County freeway system.

³ Service calculations are based on all services provided as FSP is funded by M2 and external sources.



REGIONAL CAPACITY PROGRAM ▼

Status: Programming Recommendations for the 11th Call Approved

Contact: Joseph Alcock, Planning • (714) 560-5372

Summary: This program, in combination with required local matching funds, provides funding for improvements on Orange County's Master Plan of Arterial Highways. Since 2011, through 11 calls, the Board has awarded 164 projects totaling more than \$339 million including \$24 million in external funding. This includes the May 10, 2021, Board approval of funding recommendations for nine projects totaling \$20.2 million. The 12th call is anticipated to be released in August 2021.

OC Bridges Railroad Program

This program built seven grade separations (either under or overpasses) where high-volume streets are impacted by freight trains along the BNSF Railroad in north Orange County. On July 13, 2020, the Board approved program closeout and budget adjustment to approximately \$668 million in committed M2 and external funds for all the OC Bridges grade separation projects. Minor activities this quarter include continued work on the closeout of two projects.

Kraemer Boulevard Grade Separation Segment:

PROJECT COMPLETE Status:

Rose Casey, Capital Projects • (714) 560-5729 Contact:

Summary: This project grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the cities of Anaheim and Placentia. Construction began on November 9, 2012, and opened to traffic on June 28, 2014. Construction acceptance was obtained by the cities of Anaheim and Placentia in December 2014. OCTA turned over maintenance responsibilities to the cities and completed the one-year warranty in December 2015 with no issues or claims identified. Funding reimbursement and closeout have been completed.

traffic over the railroad crossing and reconfiguring the intersection of Lakeview Avenue and Orangethorpe Avenue in the cities of Anaheim and Placentia. Construction began on March 3, 2014, and opened to traffic on June 6, 2017. Construction acceptance was obtained from the cities of Anaheim and Placentia in June 2018. OCTA turned over maintenance responsibilities to the cities and extended the one-year warranty to July 2019 for

Segment: **Lakeview Avenue Grade Separation**

Status: **PROJECT COMPLETE**

closeout have been completed.

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project grade-separated the local street from railroad tracks by building a bridge for vehicular





PROJECT O



Segment: Orangethorpe Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project grade-separated the local street from railroad tracks by building a bridge for vehicular traffic over the railroad crossing in the cities of Anaheim and Placentia. Construction began on April 25, 2013, and opened to traffic on June 23, 2016. Construction acceptance was obtained from the cities of Anaheim and Placentia on October 2016. OCTA turned over maintenance responsibilities to the cities and extended the one-year warranty to June 2019 for some minor repair items. No additional issues or repairs were identified. Funding reimbursement and closeout have been completed.

Segment: Placentia Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the City of Placentia. Construction began on October 5, 2011, and opened to traffic on March 12, 2014. Construction acceptance was obtained from the cities Anaheim and Placentia in December 2014. OCTA turned over maintenance responsibilities to the cities and completed the one-year warranty in December 2015 with no issues or repairs identified. Funding reimbursement and closeout have been completed.

Segment: Raymond Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the City of Fullerton. The City of Fullerton managed construction while OCTA provided construction oversight, public outreach, railroad coordination, and ROW support. Construction began on March 27, 2014, and opened to traffic on October 2, 2017. Construction acceptance was obtained from the City of Fullerton in May 2018. OCTA turned over maintenance responsibilities to the City of Fullerton and completed the one-year warranty on constructed items. Activities this quarter include project closeout with BNSF and processing final invoices. Funding reimbursement and closeout are ongoing.



Segment: State College Boulevard Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the City of Fullerton. The City of Fullerton managed construction while OCTA provided construction oversight, public outreach, railroad coordination, and ROW support. Construction began on March 27, 2014, and opened to traffic on November 1, 2017. Construction acceptance was obtained from the City of Fullerton in March 2018. OCTA turned over maintenance responsibilities to the City of Fullerton and completed the one-year warranty on constructed items. Activities this quarter include processing final invoices. Funding reimbursement and closeout are ongoing.

Segment: Tustin Avenue/Rose Drive Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project grade-separated the local street from railroad tracks by building a bridge over the railroad crossing for vehicular traffic in the cities of Anaheim and Placentia. Construction began on April 22, 2013, and opened to traffic on December 7, 2015. Construction acceptance was obtained from the cities of Anaheim and Placentia in October 2016. OCTA turned over maintenance responsibilities to the cities and extended the one-year warranty to November 2018 for some minor repair items. No additional issues or repairs were identified. Funding reimbursement and closeout have been completed.

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM ▼

Status: Programming Recommendations for the 11th Call Approved

Contact: Anup Kulkarni, Planning • (714) 560-5867

PROJECT P

Summary: This program provides funding and assistance to implement multi-agency signal synchronization. The target of the program is to regularly coordinate a network of over 2,000 signalized intersections along 750 miles of roadway within Orange County. OCTA also leverages external funding to further enhance the efficiency of the street grid and reduce travel delays.

To date, OCTA and local agencies have synchronized more than 3,000 intersections over more than 799 miles of streets (91 completed projects). Through 11 calls, 104 projects totaling more than \$115.8 million have been awarded. Overall, OCTA has funded 123 projects totaling more than \$140.8 million, including \$25.5 million in leveraged external funding. This includes the May 10, 2021, Board approval of funding recommendations for three projects totaling \$8.5 million. The 12th call is anticipated to be released in August 2021.

LOCAL FAIR SHARE ▼

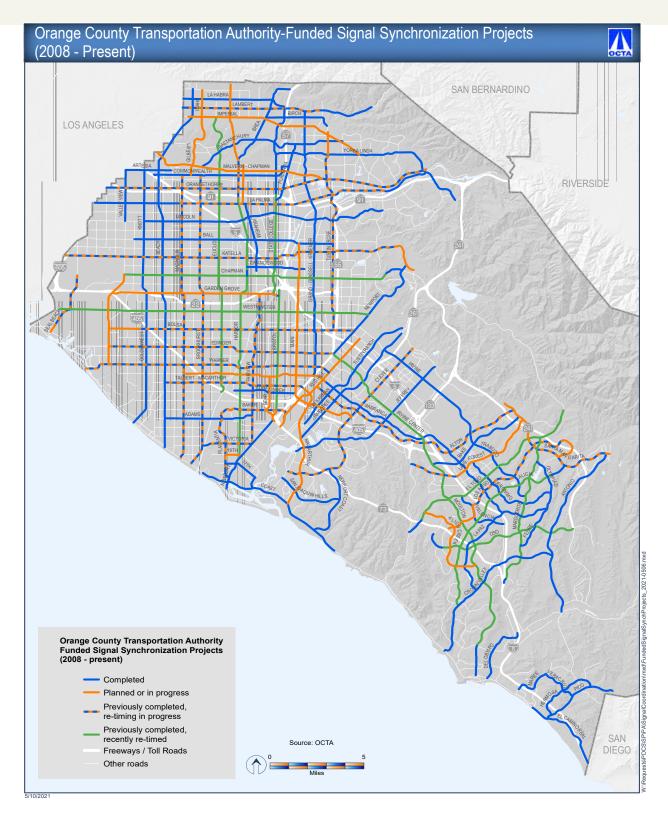
Status: Ongoing

Contact: Ben Torres, Finance • (714) 560-5692

PROJECT Q

Summary: To help cities and the County of Orange keep up with the rising cost of repairing the aging street system, this program provides flexible funding intended to augment, not replace, existing transportation expenditures by the cities and the County. Annually, all local agencies are reviewed to determine eligibility to receive M2 funds. All local agencies have been found eligible to receive LFS funds. On a bimonthly basis, 18 percent of net revenues are allocated to local agencies by formula. Since 2011, approximately \$512.9 million in LFS payments have been provided to local agencies as of June 30, 2021.

See pages 51-52 for funding allocation by local agency.





HIGH FREQUENCY METROLINK SERVICE ▼

PROJECT R

Project R will increase rail services within the County and provide additional Metrolink service north of the City of Fullerton to the Los Angeles County line. The program provides for track improvements, the addition of trains and parking capacity, upgraded stations, and safety enhancements to allow cities to establish quiet zones along the tracks. This program also includes funding for grade crossing improvements at high-volume arterial streets, which cross Metrolink tracks.

Project: Metrolink Grade Crossing Improvements

Status: PROJECT COMPLETE

Contact: Jennifer Bergener, Operations • (714) 560-5462



Summary: Enhancements at 50 of the designated 52 Orange County at-grade rail-highway crossings were completed in support of the Metrolink Service Expansion Program (MSEP) in October 2012. As a result of one private crossing, which did not allow OCTA to make enhancements, and one street closure, which eliminated the need for enhancements, the final count of enhanced rail-highway crossings was 50. Completion of the safety improvements provided each corridor city with the opportunity to establish a "quiet zone" at their respective crossings. Quiet zones are intended to prohibit the sounding of train horns through designated crossings, except in the case of emergencies, construction work, or safety concerns identified by the train engineer. The cities of Anaheim, Dana Point, Irvine, Orange, San Clemente, San Juan Capistrano, Santa Ana, and Tustin have established quiet zones within their communities.

Project: Metrolink Service Expansion Program

Status: Service Ongoing

Contact: Dinah Minteer, Operations • (714) 560-5740

Summary: Following the completion of the MSEP improvements in 2012, OCTA deployed a total of ten new Metrolink intracounty trains operating between the cities of Fullerton and Laguna Niguel/Mission Viejo, primarily during the midday and evening hours.

In October 2019, several intracounty trains were extended to Los Angeles County to increase ridership through a redeployment of the trains without significantly impacting operating costs. However, in March 2020, all Metrolink services were impacted by the statewide enforcement of stay-at-home orders that resulted from the COVID-19 pandemic. Metrolink implemented temporary service reductions in March and November 2020 due to the decline in ridership. The three lines serving Orange County (Orange County, Inland Empire-Orange County, and the 91/Perris Valley lines) now operate 41 weekday trains, a 24 percent reduction from 54 weekday trains. Once ridership recovers following the pandemic, Metrolink and OCTA will reassess the service needs in Orange County and reinstate various trains.



Rail Corridor and Station Improvements

Additionally, under MSEP, funding is provided for rail line and station improvements to accommodate increased service. Rail station parking lot expansions, better access to platforms, among other improvements have been made or are underway. For schedule information on station improvement projects, please see the CAP pages on pages 53-57.

Segment: Anaheim Canyon Metrolink Station Improvements

Status: Construction Underway

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This OCTA-led project will add a second main track and passenger platform, extend the existing passenger platform, add improvements to at-grade crossings for pedestrian circulation, and install new station amenities including benches, shade structures, and ticket vending machines. The project was advertised on October 26, 2020, and the Board awarded the construction contract on March 22, 2021. Construction began on May 10, 2021, and is anticipated to be completed in early 2023.

Segment: Fullerton Transportation Center Improvements

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: Completed early on, this project constructed a new five-level parking structure to provide additional transit parking at the Fullerton Transportation Center for both intercity rail service and commuter rail passengers. Construction on this city-led project began on October 18, 2010, and was completed on June 19, 2012. After completion, an elevator upgrade project was initiated with leftover savings. The elevator project modified the existing pedestrian bridge to add two new traction elevators, one on each side. The City of Fullerton was the lead on this project, which was completed on May 1, 2019.

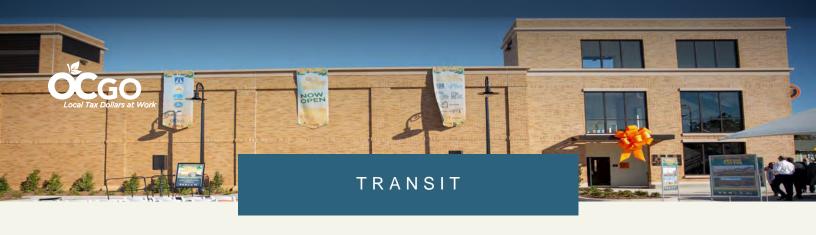
Segment: Laguna Niguel/Mission Viejo Metrolink Station Americans with Disabilities Act

(ADA) Ramps

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This project added new ADA-compliant access ramps on either side of the pedestrian undercrossing and a unisex ADA-compliant restroom, vending machine room, and three passenger canopies. Construction began on February 23, 2016, and was completed on September 20, 2017.



Segment: Orange Transportation Center Metrolink Parking Structure

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This project includes a 608-space, five-level, shared-use parking structure that is located on Lemon Street between Chapman Avenue and Maple Street in the City of Orange. Per a cooperative agreement between OCTA and the City of Orange, the City of Orange led the design phase, and OCTA led the construction phase of the project. Construction began on July 17, 2017, and was completed on February 15, 2019.

Segment: New Placentia Metrolink Station and Parking Structure

Status: Design Complete; Ready for Advertisement subject to BNSF construction and maintenance (C&M)

agreement

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This project will construct a new Metrolink station to include platforms, parking, a new bus stop, and passenger amenities in the City of Placentia. Plans for the proposed Placentia Metrolink Station Project were near completion when the City of Placentia requested to modify them to include a parking structure to be built where surface parking had been designed. On June 27, 2016, the Board approved a cooperative agreement with the City of Placentia that revised the project's scope and budget, and with the changes, the City of Placentia will contribute towards the cost. The project will also include a third track which should assist with the on-time performance of train operations and provide operational flexibility for both freight and passenger trains. OCTA is the lead agency for the design and construction and BNSF will be the lead on rail construction. Final design was completed on July 22, 2017. The project will be ready to advertise once a C&M agreement with BNSF is in place. Due to dependency on the C&M agreement, this project is marked as a cost/schedule risk in the CAP.

Segment: San Clemente Pier Station Lighting

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This OCTA-led project added lighting to the existing platform and new decorative handrails at the San Clemente Pier Station in the City of San Clemente. This project was completed on March 17, 2017, and project closeout was completed in the same month.



Additional Rail Corridor Improvements

Completed:

- Installation of the Control Point project at Fourth Street in the City of Santa Ana, which provided greater efficiency and reliability for passenger rail service
- Implementation of Positive Train Control system, which improves rail safety by monitoring and controlling train movement
- Railroad ROW Slope Stabilization project at eight locations within the rail corridor to prevent future erosion and slope instability
- Replacement of detectable tiles and painted guidelines at six stations to meet the Federal Transit Administration (FTA) State of Good Repair requirement, enhance safety and provide clear warnings to passengers with and without disabilities

Underway:

- Replacement of stairs at the Fullerton Transportation Center
- Implementation of video surveillance systems
- ROW acquisition to replace the San Juan Creek railroad bridge in the City of San Juan Capistrano, which will
 not preclude a future bike trail on the south end along the creek

Segment: Sand Canyon Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project separated the local street from railroad tracks in the City of Irvine by constructing an underpass for vehicular traffic. Construction began on May 3, 2011, and opened to traffic on July 14, 2014. The project was completed and construction acceptance was obtained from the City of Irvine on January 15, 2016. The project completed the one-year warranty period, and no repairs were identified. The project closed out in January 2017.

Segment: Tustin Metrolink Station Parking Structure

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This early completion project provided additional parking at the Tustin Metrolink Station to meet requirements associated with MSEP by constructing a new four-story parking structure with approximately 735 spaces and on-site surface parking. Construction on the parking structure began on October 27, 2010, and opened to the public on September 22, 2011.



Segment: Laguna Niguel to San Juan Capistrano Passing Siding Project

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This project added new passing siding railroad track (approximately 1.8 miles) adjacent to the existing mainline track, which enhanced the operational efficiency of passenger services within the LOSSAN rail corridor. Construction began on March 12, 2019, and was completed on November 17, 2020.

TRANSIT EXTENSIONS TO METROLINK -

To broaden the reach of Metrolink to other Orange County cities, communities, and activity centers, Project S includes a competitive program that allows cities to apply for funding to connect passengers to their final destination via transit extensions. There are currently two categories for this program: a fixed guideway program (streetcar) and a rubber tire transit program.

Project: OC Streetcar

Status:

FFGA Executed November 30, 2018; Construction and Utility Relocation Work Ongoing, Vehicle

PROJECT S

Production Underway, Limited Operations and Maintenance (O&M) Contract Executed

Contact: Ross Lew, Rail • (714) 560-5775

Cleve Cleveland, Rail • (714) 560-5535

Summary: The OC Streetcar will serve the SARTC through downtown Santa Ana, and the Civic Center to Harbor Boulevard in the City of Garden Grove. At the request of the two cities, OCTA is serving as the lead agency for the project. Construction on the project began on November 19, 2018.

In the Pacific Electric ROW, the contractor continued installation of the overhead pole foundations, duct banks, and foundation and block for three soundwalls. The Fairview Road grade crossing was completed with the installation of rail and crossing panels, while preparations began for the Fifth Street crossing. Construction of the Westminster Bridge and Santa Ana River Bridge is substantially complete, and work is underway to prepare for rail installation on both bridges.

Construction of the westbound track on Santa Ana Boulevard between Bristol Street and Raitt Street is complete and construction of the eastbound track is underway. On Santa Ana Boulevard between French Street and Parton Street, the contractor encountered utility conflicts during excavation for track construction, which was addressed by employing a re-designed track slab to avoid the utilities, reducing the overall depth of excavation and allowing construction to advance. In addition, the Maintenance and Storage Facility yard utilities and car wash building slab have been completed. Other significant construction activities in the quarter include reconstruction of impacted sidewalks and curb ramps and inspection of special track work at the fabrication site.



All eight S700 vehicles are in various stages of production. Currently, the first seven cars are in the final stages of equipping with the installation of the remaining vehicle components. The eighth car is in final assembly and is anticipated to begin static and dynamic testing in the next quarter. Static testing is conducted when the vehicle is stationary inside the facility to verify the functionality of components in a controlled environment. Dynamic testing is performed on the test track while the vehicle is in motion. Dynamic testing allows the vehicle manufacturer to observe the functional behavior of the vehicle, monitor system functionality, performance in vehicle operation, and verify response time. This testing process usually takes approximately two months to verify component and system functionality. During the quarter, a first article inspection was conducted to observe the Computer Aided Dispatch/Automated Vehicle Location systems in a simulated environment at the manufacturer's facility.

Ongoing coordination with the vehicle manufacturer on the design features and first article inspections of multiple vehicle components, as well as extended testing efforts for the vehicle door, energy absorbing bumper, and emergency battery drive, has impacted the anticipated dates for delivery of the S700 vehicles. Staff is in negotiations with the contractor on an updated master program schedule, including options for vehicle storage to align with the availability of the project infrastructure that is needed to accept and test the vehicles. Staff is anticipated to go to the Board later this year with a potential contract amendment as a result of these discussions.

In May 2021, a limited Notice to Proceed (NTP) was issued for the O&M consultant. The general manager has been coordinating with staff on several processes which will be performed by the O&M consultant during system integration testing, pre-revenue operations, and revenue operations. The full NTP is pending discussions related to the revised revenue service date with FTA and OCTA that will occur later this year. Due to the dependency on the FTA risk analysis, this project is marked as a cost/schedule risk in the CAP.

Project: Bus and Station Van Extension Projects

Status: Last Service Completed on June 30, 2020; No Future Calls Anticipated

Contact: Joseph Alcock, Planning • (714) 560-5372

Summary: Bus and station van extension projects help enhance the frequency of service in the Metrolink corridor by linking communities within the central core of Orange County to commuter rail. To date, the Board has approved one round of funding for bus and van extension projects, totaling over \$732,000. On July 23, 2012, the Board approved funding for one project in the City of Anaheim and three projects in the City of Lake Forest. The City of Lake Forest has canceled all three projects. The Anaheim Canyon Metrolink Station Bus Connection project provided service between the Anaheim Canyon Metrolink station and the Anaheim Resort area; this project was completed on June 30, 2020 under Project S. As of July 1, 2020, this service has continued under a new Project V grant through June 30, 2027, and is subject to meeting Project V performance requirements.



METROLINK GATEWAYS ▼

Project:

Anaheim Regional Transportation Intermodal Center

Status: PROJECT COMPLETE

Contact: George Olivo, Capital Programs • (714) 560-5872

PROJECT T

PROJECT U



Summary: This project constructed the Anaheim Regional Transportation Intermodal Center (ARTIC) located at 2626 East Katella Avenue in the City of Anaheim. ARTIC is a major multi-modal transportation hub serving commuters and residents in the City of Anaheim. In addition to OCTA buses and Metrolink trains, ARTIC provides transit connections to Pacific Surfliner Amtrak, Anaheim Resort Transit, shuttle and charter bus service, taxis, bikes, other private transportation services available, and accommodates future high-speed rail trains. The City of Anaheim, which led the construction effort, began construction on September 24, 2012, and opened the facility to rail and bus service on December 6, 2014. This facility replaced the former Anaheim Metrolink Station that was located on the opposite side of the freeway in the Los Angeles Angels of Anaheim Stadium parking lot.

EXPAND MOBILITY CHOICES FOR SENIORS AND PERSONS WITH DISABILITIES -

Project U expands mobility choices for seniors and persons with disabilities, and includes the SMP, the SNEMT Program, and the Fare Stabilization Program. Since inception, more than \$91.7 million⁴ in Project U funding has been provided under M2.

Project: Senior Mobility Program

Status: Ongoing

Contact: Beth McCormick, Transit • (714) 560-5964

Summary: The SMP provides one percent of net M2 revenues to eligible local jurisdictions to provide transit services that best meet the needs of seniors living in their community. According to the SMP Funding and Policy Guidelines, M2 revenue is allocated to local jurisdictions proportionally, relative to the total county's senior population, by the residents age 60 and above multiplied by available revenues. The remaining unallocated funds are distributed to the M2 Project U Fare Stabilization Program.

Since inception, more than \$26.5 million⁵ and 2,498,500 boardings have been provided for seniors traveling to medical appointments, nutrition programs, shopping destinations, and senior and community center activities. Due to the COVID-19 pandemic, several local jurisdictions have modified or suspended service. This quarter, approximately \$992,000 was paid out to 30 of the 32 participating cities that are currently active. The remaining two cities have temporarily suspended services due to the COVID-19 pandemic.

⁴ Payments are made every other month (January, March, May, July, September, and November). July payments are based on June accruals, and therefore counted as June payments. The amount totaled for one fiscal year quarter either covers one or two payments, depending on the months that fall within that quarter.

⁵ Only includes disbursed funds. On October 12, 2020, the Board approved a temporary exception to the SMP guidelines, which allows for OCTA to hold allocations in reserve for agencies with suspended services due to the COVID-19 pandemic. The funds will be held until the State lifts the State of Emergency or transportation services resume, whichever occurs first.



Project: Senior Non-Emergency Medical Transportation Program

Status: Ongoing

Contact: Beth McCormick, Transit • (714) 560-5964

Summary: This program provides one percent of net M2 revenues to supplement existing countywide SNEMT services. Since inception, approximately \$28.6 million has been allocated to support 1.38 million SNEMT boardings⁶. This quarter, more than \$1 million in SNEMT funding was paid to the County of Orange.

⁶ The SNEMT program is operated by the County of Orange Office on Aging. Total boardings are calculated based on all services funded by M2 and the County of Orange.

Project: Fare Stabilization Program

Status: Ongoing

Contact: Sean Murdock, Finance • (714) 560-5685

Summary: Between years 2011 to 2015, one percent of net M2 revenues were dedicated to stabilizing fares and providing fare discounts for bus services and specialized ACCESS services for seniors and persons with disabilities. Effective January 28, 2016, an amendment to the M2 Ordinance, adjusted this amount to 1.47 percent of net M2 revenues to be dedicated to the Fare Stabilization Program.

Approximately \$1.56 million in revenue was allocated this quarter to support the Fare Stabilization Program. The amount of funding utilized each quarter varies based on ridership. During the quarter, based on 1.9 million program-related boardings recorded on fixed-route and ACCESS services, approximately \$548,000 was utilized. In early April 2020, in response to the COVID-19 pandemic, OCTA temporarily implemented rear-door boarding for passengers in an additional effort to reinforce social distancing and help ensure the health of coach operators and the public. In the latter half of September 2020, OCTA returned to front-door boarding on fixed-route services after installing protective shields. The senior and disabled boardings recorded are based on pass sales and ACCESS boardings figures. Since inception, more than \$36 million has been allocated and 123 million program-related boardings have been provided.



COMMUNITY BASED TRANSIT/CIRCULATORS ▼

Status: Service Updates

Contact:

Joseph Alcock, Planning • (714) 560-5372

PROJECT V

Summary: This program provides funding for local jurisdictions to develop local bus transit services, such as community-based circulators and shuttles, that complement regional bus and rail services to meet needs in areas not adequately served by regional transit. To date, through a competitive process, OCTA has issued four calls (June 2013, June 2016, June 2018, and April 2020), which awarded 35 projects and ten planning studies totaling approximately \$52 million. Out of the 35 projects, 12 are currently active, nine have been cancelled (primarily due to low ridership), 11 are currently suspended (or not initiated) due to COVID-19, and three have been completed. The services that were suspended (or not initiated) as a result of COVID-19 are anticipated to restart in summer 2021 or later.

On January 25, 2021, the Board approved changes to the Project V program guidelines to better support these key community services in a post COVID-19 environment. Key revisions included modifying minimum performance standards and allowing for escalation in the subsidy per boarding and annual fiscal year funding caps. During the quarter, staff worked with Project V funded local jurisdictions to update existing cooperative agreements to incorporate these programmatic changes.

SAFE TRANSIT STOPS ▼

Status: City-Initiated Improvements Underway or Completed

Contact: Joseph Alcock, Planning • (714) 560-5372

PROJECT W

Summary: This program provides funding for passenger amenities at the busiest transit stops across Orange County. Stop improvements are designed to ease transfers between bus lines and provide passenger amenities such as the installation of bus benches or seating, shelters, and lighting.

On July 14, 2014, the Board approved the first round of funding in the amount of \$1,205,666 to support 51 city-initiated improvements and \$370,000 for OCTA-initiated improvements. The City of Anaheim postponed the development of its eight proposed stop improvements. In addition, the OCTA-initiated improvements were funded through another grant source. As a result, the Board approved to deallocate and return the funds to the program to support future calls. The 43 stop improvements funded through the first call are now complete.

On October 22, 2018, the Board authorized a second Project W call, providing up to \$3 million (in total) to eligible agencies. Eligible agencies were able to receive between \$20,000 to \$35,000 (per identified bus stop based on ridership). On June 24, 2019, funding recommendations were approved by the Board providing just under \$1 million to support improvements at 36 locations.

On April 13, 2020, the Board directed staff to return with additional programming recommendations for Project W. On September 14, 2020, funding recommendations were approved by the Board providing \$1.03 million to support improvements at 35 locations.



CLEAN UP HIGHWAY AND STREET RUNOFF THAT POLLUTES BEACHES ▼

Project: Environmental Cleanup Program

Status: Ongoing

Contact: Dan Phu, Planning • (714) 560-5907

PROJECT X

Summary: This program implements street and highway-related water quality improvement programs and projects that assist agencies countywide with federal Clean Water Act standards for urban runoff. It is intended to augment, not replace, existing transportation-related water quality expenditures and to emphasize high-impact capital improvements over local operations and maintenance costs. The ECAC is charged with making recommendations to the Board on the allocation of funds. These funds are allocated on a countywide, competitive basis to assist agencies in meeting the Clean Water Act standards for controlling transportation related pollution.

The ECP is composed of a two-tiered funding process focusing on early priorities (Tier 1), and a second program designed to prepare for more comprehensive capital investments (Tier 2). To date, there have been ten rounds of funding under the Tier 1 grants program. A total of 189 projects, amounting to more than \$27 million, have been awarded by the Board since 2011. There have been two rounds of funding under the Tier 2 grants program. A total of 22 projects in the amount of \$27.89 million have been awarded by the Board since 2013. To date, all Orange County cities plus the County of Orange have received funding under this program. On February 9, 2021, the Board approved the release of the eleventh Tier 1 call. Applications were due on May 6, 2021, and funding recommendations are anticipated to be presented to the Board in August 2021. Staff will evaluate M2 revenues on a regular basis and prior to each call to ensure adequate funding availability. The appropriate timing of the next Tier 2 call is being assessed and will be determined by funding availability as well as the number of viable projects from eligible agencies.

Staff estimates that over 33 million gallons of trash have been captured as a result of the installation of Tier 1 devices since the inception of the Tier 1 Program in 2011. This is equivalent to filling nearly 78 football fields with one foot deep of trash. Over time, the volume of trash captured is expected to increase. It is estimated that the funded Tier 2 projects, once fully functional, will have an annual groundwater recharge potential of approximately 157 million gallons of water from infiltration or through pumped and treated recharge facilities.

FREEWAY MITIGATION ▼

Project: Environmental Mitigation Program

Status: Biological Permits Issued and Conservation Plan in Place

Contact: Dan Phu, Planning • (714) 560-5907

Summary: Working in collaboration with the United States Fish and Wildlife Service and the California Department of Fish and Wildlife (Wildlife Agencies), this program allocates funds to acquire land and fund habitat restoration projects to offset the environmental impacts of M2 freeway projects. In June 2017, OCTA received biological resource permits after completing a state and federal conservation plan, developed to protect the natural habitat



and wildlife on OCTA's Preserves, allowing streamlined project approvals for the M2 freeway improvement projects with little additional coordination from the Wildlife Agencies. This program represents the culmination of years of collaboration and support by the Board, environmental community, and Wildlife Agencies. The OCTA Conservation Plan is unique, as it is only the second state/federal conservation plan approved in Orange County.

The Conservation Plan also includes a streamlined process for coordination for streambed alteration agreements for portions of freeway projects that cross through streams and riverbeds. In 2017, the United States Army Corps of Engineers (Corps) issued a programmatic permit to OCTA and Caltrans (as owner/operator of the state highway system). The State Board provided a letter to OCTA in 2018, which further secured assurances related to advanced mitigation and freeway project permit issuance. These efforts are the result of years of collaboration between OCTA, the Corps, and the State Board, and constitute another groundbreaking milestone for the M2 EMP.

To date, the Board has approved the acquisition of seven properties (Preserves) totaling 1,300 acres and 12 restoration projects totaling 350 acres. The restoration project plans have been approved by the Wildlife Agencies and are currently at various stages of implementation. To date, three restoration projects have been completed and have been approved by the Wildlife Agencies. The Board authorized \$42 million (inclusive of setting aside funds for long-term land management) for property acquisitions, \$10.5 million to fund habitat restoration activities, and \$2.5 million for conservation plan development and program support, for a total of approximately \$55 million.

Three restoration projects were affected by the 2020 Silverado and Bond fires. The fire damage will result in an extension of the project timeline(s) in order to meet the restoration needs. It is estimated that these projects will take an additional three to four years to perform additional monitoring, weeding and plant seeding. OCTA will continue to coordinate with the Irvine Ranch Conservancy and the Wildlife Agencies to implement and monitor the restoration efforts. Status updates are included in the OCTA Conservation Plan annual reports and will be shared with the Board, Environmental Oversight Committee (EOC), and the public.

As part of the Conservation Plan requirement, an endowment has been established to pay for the long-term management of the Preserves. A review of the Next 10 Plan confirms that OCTA will be able to continue endowment deposits of \$2.9 million annually; the performance of the endowment fund may affect the time frame for full funding. Current projections indicate that OCTA remains on track to meet the endowment target of \$46.2 million in FY 2027-28. OCTA is anticipated to make its sixth endowment deposit in July 2021. Quarterly investment reports are provided to the Board, with the most recent one in September 2021. As of June 30, 2021, the endowment balance was \$19,181,289. The next report is anticipated to be presented to the Board in December 2021.

Staff will continue to oversee and provide endowment updates to the Finance and Administration Committee and the EOC on a regular basis. Resource management plans (RMPs) for the Preserves were finalized in 2018. These RMPs guide the management of the Preserves as outlined within the Conservation Plan. The RMPs will be reviewed and updated as necessary, approximately every five years. Staff will continue to oversee and manage the Preserves until a long-term manager(s) is established.



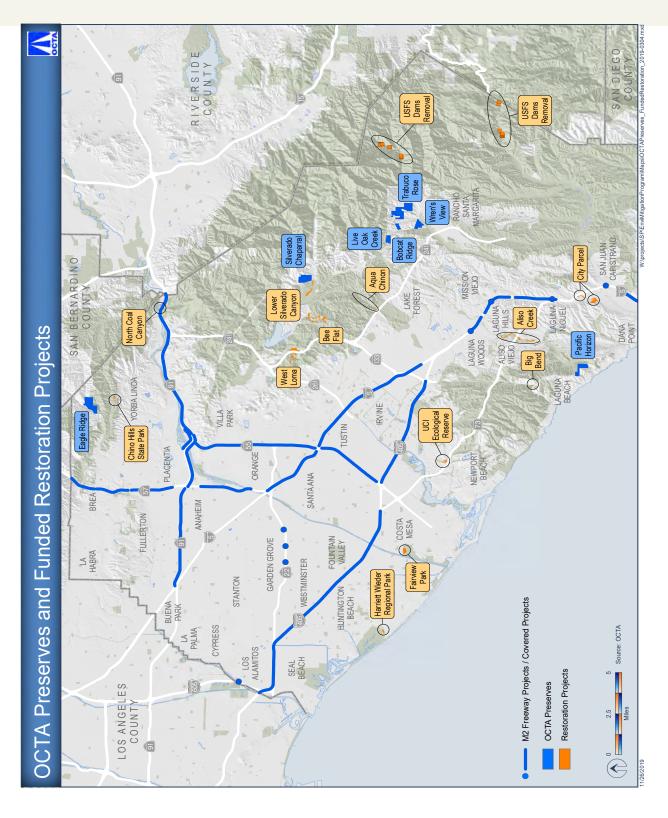
In coordination with the local fire authority, staff has been working with a consultant to draft fire management plans (FMPs) for the seven Preserves. The FMPs will provide guidelines for decision-making at all stages including fire prevention, pre-fire vegetation management, suppression activities, and post-fire responses that are compatible with conservation and stewardship responsibilities. These FMPs are a requirement of the Conservation Plan and will require approval by the Wildlife Agencies as well as the local fire authority. The first FMP (Silverado Chaparral Preserve) has been approved by the Orange County Fire Authority. OCTA is coordinating with the Wildlife Agencies to obtain their approval. The remaining FMPs were anticipated to be completed in 2020. However, due to coordination delays with SCE regarding easement confirmation, they are anticipated to be finalized in late 2021. Once completed, these FMPs will be publicly available on the OCTA EMP website.

Conservation Plan annual reports are completed annually. These reports include the tracking of impacts associated with covered freeway improvement projects, other management and monitoring activities on Preserves, status and activities, the progress of the restoration projects, plan administration, and public outreach activities. Annual reports are reviewed and must be approved by the Wildlife Agencies. In summary, the annual reports to date document that OCTA's activities through 2020 were in compliance and on target with the Conservation Plan commitments. OCTA will continue with its efforts to complete the required objectives on time. The next annual report is anticipated to be provided to the Board in late 2021. The annual reports are available for public review at www.PreservingOurLegacy.org.

To date, multiple freeway projects have utilized the Conservation Plan and/or the Clean Water Act's streamlined permitting process. Some of the projects that benefit from these mechanisms include: Project C (I-5 from SR-73 to El Toro Road), Project K (I-405 from SR-73 to I-605), and Project M (I-605/Katella Avenue Interchange). If these mechanisms were not in place, it is anticipated that these projects would incur an additional \$700,000 to \$2.5 million (in 2018 dollars) in mitigation-related costs and unknown schedule risks. Furthermore, a strong partnership has been forged through collaboration with the environmental community.

OCTA provides docent-led hikes and equestrian rides in the Preserves. OCTA is anticipated to release the wilderness Preserve hiking and equestrian riding tour calendar for the remainder of 2021 in August with docent-led hike and equestrian ride events anticipated to resume in September 2021. Staff will continue to monitor the impacts of COVID-19 and potential health agency guidance on public gatherings. The schedule will also be available on the M2 website at www.PreservingOurLegacy.org.

As part of the safeguards in place for the M2 Program, a 12-member EOC makes recommendations on the allocation of environmental freeway mitigation funds and monitors the implementation of the Conservation Plan between OCTA and state and federal Wildlife Agencies. The EOC has led efforts with policy recommendations to the Board and has operated in an open and transparent manner which has garnered the trust of stakeholders, ranging from the environmental community to the recreational community to Orange County citizens. See map of Preserves and funded restoration properties on the following page.





PROGRAM MANAGEMENT OFFICE -

Contact: Francesca Ching, PMO Manager • (714) 560-5625

The M2 PMO provides inter-divisional coordination for all Measure M-related projects and programs. To ensure agency-wide compliance, the PMO holds a bi-monthly committee meeting comprised of executive directors and key staff from each of the divisions, who meet to review significant issues and activities within the M2 programs. This quarter, the focus of the PMO has been on several major items, including the following.

Market Conditions Forecast and Risk Analysis

On September 11, 2017, the Board was presented with a Next 10 Plan Market Conditions Forecast and Risk Analysis Report conducted by Dr. Wallace Walrod and Dr. Marlon Boarnet. The consultant's analysis identified strong potential for OCTA to experience an increasing cost environment during the Next 10 Plan delivery years. This, coupled with a reduction in revenue, could present the potential for significant challenges in the delivery of M2 and Next 10 Plan.

The Board directed staff to continue to work with the consultant to monitor and track key early warning indicators and provide the Board with updates in a timeline consistent with updates on the M2 sales tax revenue forecast. The consultant team continues to analyze trends in material costs, labor costs, and general economic conditions to determine a range of potential cost impacts providing insight on OCTA's capital program twice a year.

During the quarter, the contract for the consultant team was executed to continue monitoring efforts. An updated market conditions forecast is anticipated to be presented to the Board in the fall of 2021.

Next 10 Delivery Plan

On November 14, 2016, the Board adopted the Next 10 Plan, which provides guidance on the delivery of M2 projects and programs between FY 2016-17 and FY 2025-26. With four years of the Next 10 Plan completed to date, on December 14, 2020, the Board approved to shift the timeframe from four years to FY 2020-21 through FY 2029-30. The PMO monitors progress on the ten deliverables identified in the Next 10 Plan and provides status updates.

Annually, OCTA reviews the Next 10 Plan and M2 program assumptions based on changes to the revenue forecast and updated project cost and schedules. On October 26, 2020, the 2020 M2 sales tax revenue forecast of \$11.6 billion was presented to the Board. This year-over-year decline of \$1.8 billion is attributed to the economic impacts of the COVID-19 pandemic and represents the lowest forecast since M2 inception. On December 14, 2020, the Board directed staff to pursue a financially prudent course of action with a proactive stance on project delivery. Given the fluidity of current events, the Board directed staff to review FY 2020-21 second-quarter sales tax revenue actuals to provide an additional financial data point before updating the Next 10 Plan.



On March 8, 2021, staff provided an update to the Board on sales tax collections through December 2020. The sales tax receipts did not materially impact the short- or long-term sales tax forecasts and reconfirmed the October 2020 forecast of \$11.6 billion. To address the lower revenue forecast, staff prepared a 2020 updated Next 10 Plan.

Despite the lower forecast, prudent financial decisions to date result in a delivery plan that continues to fulfill OCTA's commitment to the voters in Orange County. The 2020 updated Next 10 Plan was approved by the Board on April 12, 2021. The next review of the Next 10 Plan is anticipated in fall 2021.

M2 Performance Assessment

The M2 Ordinance includes a requirement for a performance assessment to be conducted at least once every three years to evaluate OCTA's efficiency and effectiveness in the delivery of M2 as committed to the voters. Four performance assessments have been completed covering FY 2006-07 through FY 2008-09, FY 2009-10 through FY 2011-12, FY 2012-13 through FY 2014-15, and FY 2015-16 through FY 2017-18. The fifth assessment will cover the period between July 1, 2018 and June 30, 2021. This quarter, a consultant was selected and contract was executed to initiate efforts by July 1, 2021.

M2 Ordinance Tracking Matrix

The M2 Ordinance includes numerous requirements that staff must follow to keep the commitment to Orange County voters through the passage of M2. The PMO annually updates the M2 Ordinance Tracking Matrix to verify that OCTA complies with all requirements detailed in the M2 Ordinance. The tracking matrix update for 2020 was finalized and shared with the Taxpayer Oversight Committee (TOC) on April 13, 2021. This document is for PMO tracking purposes but is also helpful to TOC members during their annual compliance finding. On June 9, 2021, the TOC held the Measure M annual public hearing and determined that Measure M is being delivered as promised to Orange County voters for the 30th consecutive year.

PMO M2 Tracking Tools

The PMO has developed several tracking tools to assist in reporting consistency and increased transparency of the M2 program. See the following for a brief explanation of PMO M2 tracking tools and their current status:

Local Jurisdiction Fact Sheets

Fact sheets have been created for the County of Orange and each of Orange County's 34 cities. The city fact sheets provide data on transportation and transit projects (funded through Measure M, state, and federal grants) in a format that emphasizes key points concisely on a single printed page. The city fact sheets are utilized when speaking with the jurisdictions to provide a summary overview of how OCTA has provided the local agency



with funding (M2 and other) and transportation improvements. During the quarter, the city fact sheets through December 2020 were completed. The update incorporated the March 2020 semi-annual review (SAR) of CTFP projects, the 2020 Project W Safe Transit Stops projects, the 2020 Tier 1 ECP projects, the September 2020 SAR of CTFP projects and programming updates.

Engineer's Estimate versus Bids Tracking

The estimate versus bid tracking process allows the PMO to monitor the bidding environment for capital projects in the M2 Program. Capital projects that were planned for and began construction early in the M2 Program have shown cost savings due to a favorable bidding environment during the recession. For these earlier M2 projects, savings can be primarily traced back to construction costs.

More recent market conditions analyses have indicated that OCTA could potentially experience a low inflationary cost environment for the remainder of 2021. Highway project construction bids in the region have continued to reflect a favorable market with a high number of bidders and competitive bids priced below the engineer's estimates. However, recent steel and lumber product material pricing has increased significantly due to demand, production capacity, and supply chain issues.

It should be noted that the engineer's estimate is based on a number of factors – such as bidding history and historical and current market rates (materials, labor, equipment, etc.) – and adjusted accordingly for the project's conditions. Because the estimate uses prior information, there may be a lag between an uptick or a downtick in the market. Staff will continue to track the construction market and update the spreadsheet as appropriate.

M2 Administrative Safeguards

M2 includes a one percent cap on administrative expenses for salaries and benefits of OCTA administrative staff on an annual basis. In a legal opinion on M2, it was determined that in years where administrative salaries and benefits are above one percent, only one percent can be allocated with the difference borrowed from other, non-M2 fund sources. Conversely, in years where administrative salaries and benefits are below one percent, OCTA can still allocate the full one percent for administrative salaries and benefits but may use the unused portion to repay the amount borrowed from prior years in which administrative salaries and benefits were above one percent.

Based on the original M2 revenue projections, OCTA expected to receive \$24.3 billion in M2 funds, with one percent of total revenues available to fund administrative salaries and benefits over the life of the program. As M2 revenue projections declined (currently \$11.6 billion or 52 percent lower) as a result of economic conditions, the funds available to support administrative salaries and benefits have also declined from the original expectations. While revenue has declined, the administrative effort needed to deliver M2 remains the same. Additionally, the initiation of the Early Action Plan (EAP) in 2007 required administrative functions four years prior to revenue collection. While the EAP resulted in project savings and significant acceleration of the program, administrative functions were required during this time with associated administrative costs.



As a result of the aforementioned factors, OCTA has incurred higher than one percent administrative costs. OCTA currently has Board approval to use funds from the Orange County Unified Transportation Trust (OCUTT) fund to cover costs above the one percent, with the understanding that those funds will be repaid with interest in future years that OCTA administrative costs fall below the one percent cap. As of June 30, 2012, OCTA had borrowed approximately \$5.2 million from OCUTT. Over the last few years, OCTA has experienced under runs in the one percent administration cap and has made payments to OCUTT to reduce the outstanding balance. As of June 30, 2021, the principal and accrued interest balances have been paid off.

Staff meets quarterly to review all labor costs to ensure costs attributed to the one percent cap are accurately reported and that there are no misplaced project related costs.

Taxpayer Oversight Committee

The M2 Ordinance requires a TOC to oversee compliance with the M2 Ordinance. With the exception of the elected Auditor Controller of Orange County who is identified as the chair in the M2 Ordinance, all other members cannot be elected or appointed officials. Members are recruited and screened for expertise and experience independently by the Grand Jurors Association of Orange County and are selected from the qualified pool by lottery. The TOC is scheduled to meet every other month. The responsibilities of the 11-member M2 TOC are to:

- Approve, by a vote of no less than two-thirds of all committee members, any amendments to the Plan proposed by OCTA which changes funding categories, programs or projects identified on page 31 of the Plan
- Receive and review the following documents submitted by each eligible jurisdiction:
 - Congestion Management Program
 - Mitigation Fee Program
 - Expenditure Report
 - Local Traffic Signal Synchronization Plan
 - Pavement Management Plan
- Review yearly audits and hold an annual Public Hearing to determine whether OCTA is proceeding in accordance with the Plan
- The Chair shall annually certify whether M2 funds have been spent in compliance with the Plan
- Receive and review the triennial performance assessments of the Orange County Local Transportation
 Authority to assess the performance of the Authority in carrying out the purposes of the Ordinance

On March 12, 2020, and March 18, 2020, the Governor enacted Executive Orders N-25-20 and N-29-20, authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public due to COVID-19. As a result, the TOC held a meeting on April 13, 2021 and June 8, 2021, via teleconference.



At the April 13, 2021 meeting, the TOC unanimously voted to affirm that the TOC received and reviewed the FY 2019-20 M2 Expenditure Reports of all 35 Orange County local jurisdictions. In addition, the committee received presentations on the OC Streetcar, Next 10 Plan, I-5, SR-73 to El Toro Road project, and the M2 Quarterly Progress Report for the period October to December 2020 and received updates on the proposed amendment to the M2 Ordinance, Sales Tax Revenue, the I-405 Improvement Project, Ordinance Compliance Matrix, the M2 Performance Assessment, and the annual M2 public hearing.

The TOC held its annual M2 public hearing on June 8, 2021, and determined unanimously that OCTA is proceeding in accordance with the M2 Ordinance for the 30th consecutive year. In addition, the TOC received and filed the M2 Quarterly Revenue and Expenditure Reports through March 2021, received presentations on the SR-55, I-405 to I-5 improvement project and the M2 Quarterly Progress Report for the period January 2021 to March 2021, selected a new Co-Chair, and received updates on programming recommendations for the 2021 CTFP call, the amendment to the M2 Ordinance, and the I-405 Improvement Project.

Two subcommittees assist the TOC with their safeguard responsibilities: the Annual Eligibility Review (AER) Subcommittee and the Audit Subcommittee. The AER Subcommittee meets a few times per year, as needed, as needed, to ensure local jurisdictions have submitted the following documents in order to be deemed eligible to receive M2 funding: Congestion Management Program, Mitigation Fee Program, Local Traffic Signal Synchronization Plan, Pavement Management Plan, and an Expenditure Report. The Audit Subcommittee meets as needed and is responsible for reviewing the quarterly M2 Revenue and Expenditure Reports and the Annual M2 Audit, as well as any other items related to M2 audits.

M2 FINANCING AND SCHEDULE OF FUNDING ▼

Contact: Sam Kaur, Revenue and Grants • (714) 560-5889

Revenue Forecast and Collection

OCTA contracts with three universities (Chapman University; University of California, Los Angeles; and California State University, Fullerton) to provide a long-range forecast of taxable sales to forecast M2 revenues for purposes of planning projects and program expenditures.

In the past, OCTA averaged the three university taxable sales projections to develop a long-range forecast of M2 taxable sales. On March 28, 2016, the Board approved a new sales tax forecast methodology as part of the FY 2016-17 budget development process. This methodology includes a more conservative approach by utilizing the MuniServices, LLC forecast for the first five years and the three-university average for the remaining years.

Revenue forecast information is updated quarterly based on the actual revenues received for the previous quarter. As required by law, OCTA pays the California Department of Tax and Fee Administration a fee to collect the sales tax. The M2 Ordinance estimated this fee to be 1.5 percent of the revenues collected over the life of the program.



Current Forecast

Original projections in 2005 during the development of M2 estimated total nominal M2 sales tax collections at \$24.3 billion. OCTA received final sales tax receipts for FY 2019-20 in September 2020 and prepared the final 2020 M2 sales tax forecast update that was presented to the Board in October 2020. As a result, the most current revised total nominal sales tax collections over the life of M2 is estimated to be approximately \$11.6 billion, which represents a year-over-year decline of \$1.8 billion in forecasted sales tax when compared to last year's forecast.

Furthermore, the COVID-19 pandemic was projected to continue into FY 2020-21 and as a result, the assumed budget rate is negative 6.6 percent. Based on the latest sales tax forecast information provided by MuniServices, LLC to date, the actual growth rate is expected to be 3.9 percent, an improvement when compared to the budget rate. The next updated forecast is anticipated to be brought to the Board in the fall of 2021.

OCTA staff is working closely with MuniServices, LLC and the three universities to monitor and determine the impact of the pandemic on OCTA's sales tax collections and long-term forecast.

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(\$ in thousands)	Quarter Ended June 30, 2021	Year to Date June 30, 2021	Period from Inception to June 30, 2021
		(A)	(B)
Revenues:	¢ 100 571	ф 24E24E	<u>ቀ</u>
Sales taxes Other agencies' share of Measure M2 costs:	\$ 109,571	\$ 345,345	\$ 3,077,036
Project related	39,348	66,551	794,392
Non-project related	-	-	453
Interest:			.00
Operating:			
Project related	1,282	3,956	6,116
Non-project related	(6,695)	4,364	88,883
Bond proceeds	2,188	9,868	83,644
Debt service	1	3	1,064
Commercial paper	-	-	395
Right-of-way leases	37	268	1,413
Proceeds on sale of assets held for resale Donated assets held for resale	-	-	12,201
Project related			2,071
Miscellaneous:	-	-	2,071
Project related	19	20	331
Non-project related	-	-	101
Total revenues	145,751	430,375	4,068,100
Expenditures:			
Supplies and services:			
Sales tax administration fees	694	2,786	32,361
Professional services:			
Project related	17,819	34,462	445,812
Non-project related	1,299	3,606	34,280
Administration costs:			
Project related	2,622	10,493	94,002
Non-project related:	750	0.000	00.005
Salaries and Benefits	750	2,999	30,905
Other Other:	1,532	6,129	53,949
Project related	238	369	5,548
Non-project related	36	166	5,184
Payments to local agencies:	00	100	0,101
Project related	39,248	97,438	1,136,714
Capital outlay:		,	,,
Project related	148,894	320,012	1,607,053
Non-project related	-	-	31
Debt service:			
Principal payments on long-term debt	-	8,065	67,095
Interest on long-term debt and			
commercial paper	-	35,776	250,005
Total expenditures	213,132	522,301	3,762,939
Excess (deficiency) of revenues over (under) expenditures	(67,381)	(91,926)	305,161
Other financing sources (uses): Transfers out:			
Project related	(12,267)	(57,436)	(318,620)
Transfers in:			
Project related	12,930	16,258	189,901
Bond proceeds	-	-	804,625
Payment to refunded bond escrow agent			(45,062)
Total other financing sources (uses)	663	(41,178)	630,844
Excess (deficiency) of revenues over (under)			
expenditures and other sources (uses)	\$ (66,718)	\$ (133,104)	\$ 936,005



(\$ in thousands)		uarter Ended ine 30, 2021 (actual)		ear to Date une 30, 2021 (actual)		Period from Inception through June 30, 2021 (actual)	l	Period from July 1, 2021 through March 31, 2041 (forecast)		Total
				(C.1)		(D.1)		(E.1)		(F.1)
Revenues: Sales taxes Operating interest	\$	109,571 (6,695)	\$	345,345 4,364	\$	3,077,036 88,883	\$	8,573,521 177,323	\$	11,650,557 266,206
Subtotal		102,876		349,709		3,165,919		8,750,844		11,916,763
Other agencies share of M2 costs Miscellaneous		1 -		-		453 101		-		453 101
Total revenues		102,877		349,709		3,166,473		8,750,844		11,917,317
Administrative expenditures:										
Sales tax administration fees		694		2,786		32,361		91,321		123,682
Professional services		1,299		3,606		30,505		84,370		114,875
Administration costs:		750						00.400		440.004
Salaries and Benefits		750 1,532		2,999		30,905		88,429		119,334
Other Other		36		6,129 166		53,949 2.164		150,734		204,683
Capital outlay		-		-		2, 104		6,151		8,315 31
Environmental cleanup		1,087		1,498		46,020		171,443		217,463
Total expenditures	-	5,398		17,184	_	195,935	_	592,448		788,383
Net revenues	\$	97,479	\$	332,525	\$	2,970,538	\$	8.158.396	\$	11,128,934
	<u>*</u>		Ť		Ť		Ť	5,155,555	Ť	
Bond revenues:				(C.2)		(D.2)		(E.2)		(F.2)
Proceeds from issuance of bonds	\$	-	\$	_	\$	804,625	\$	572,988	\$	1,377,613
Interest revenue from bond proceeds		2,188		9,868		83,644		86,520		170,164
Interest revenue from debt service funds		1		3		1,063		5,223		6,286
Interest revenue from commercial paper		-		-		395		-		395
Total bond revenues		2,189		9,871		889,727		664,731		1,554,458
Financing expenditures and uses:										
Professional services		-		-		3,775		2,005		5,780
Payment to refunded bond escrow		-		-		45,062		-		45,062
Bond debt principal		-		8,065		67,095		1,236,323		1,303,418
Bond debt and other interest expense		1		35,776		250,005		622,570		872,575
Other				-	_	3,020			_	3,020
Total financing expenditures and uses		1		43,841	_	368,957	_	1,860,898		2,229,855
Net bond revenues (debt service)	\$	2,188	\$	(33,970)	\$	520,770	\$	(1,196,167)	\$	(675,397)



Project	Description (G)		Net Revenues through June 30, 2021 (H)		Total Net Revenues (I)
	(\$ in thousands)				
	Freeways (43% of Net Revenues)	5)			
A B C D E F G H I J K L M	I-5 Santa Ana Freeway Interchange Improvements I-5 Santa Ana/SR-55 to El Toro I-5 San Diego/South of El Toro I-5 Santa Ana/San Diego Interchange Upgrades SR-22 Garden Grove Freeway Access Improvements SR-55 Costa Mesa Freeway Improvements SR-57 Orange Freeway Improvements SR-91 Improvements from I-5 to SR-57 SR-91 Improvements from SR-57 to SR-55 SR-91 Improvements from SR-55 to County Line I-405 Improvements between I-605 to SR-55 I-405 Improvements between SR-55 to I-5 I-605 Freeway Access Improvements	\$	117,084 74,784 156,195 64,273 29,894 91,176 64,446 34,876 103,756 87,738 267,251 79,642 4,982	\$	438,648 280,175 585,176 240,790 111,995 341,586 241,443 130,661 388,717 328,706 1,001,238 298,374 18,666
N	All Freeway Service Patrol		37,367		139,994
	Freeway Mitigation _		63,867	_	239,272
	Subtotal Projects Net (Bond Revenue)/Debt Service		1,277,331		4,785,441 <u>-</u>
	Total Freeways %	\$	1,277,331	\$	4,785,441
	Street and Roads Projects (32% of Net Ro	eve	enues)		
O P Q	Regional Capacity Program Regional Traffic Signal Synchronization Program Local Fair Share Program	\$	297,057 118,818 534,697	\$	1,112,908 445,143 2,003,208
	Subtotal Projects Net (Bond Revenue)/Debt Service		950,572 <u>-</u>		3,561,259
	Total Street and Roads Projects %	\$	950,572	\$	3,561,259



Expenditures through une 30, 2021	imbursements through une 30, 2021 (K)	i	Net M2 Cost (L)
\$ 10,821 11,084 224,803 2,636 5 47,376 51,541 35,013 32,264 15,859 1,000,634 9,198 2,860 6,079 57,116	\$ 7,502 8,259 52,383 527 - 28,283 12,432 824 30,758 14,359 151,615 6,954 24 - 6,951	\$	3,319 2,825 172,420 2,109 5 19,093 39,109 34,189 1,506 1,500 849,019 2,244 2,836 6,079 50,165
1,507,289 62,850	320,871		1,186,418 62,850
\$ 1,570,139	\$ 320,871	\$	1,249,268 45.8%
\$ 791,914 84,747 517,585	\$ 506,842 14,980 77	\$	285,072 69,767 517,508
1,394,246 69,808	521,899 -		872,347 69,808
\$ 1,464,054	\$ 521,899	\$	942,155 34.5%



Project	(G)		et Revenues through une 30, 2021 (H)	 Total Net Revenues (I)
	(\$ in thousands) Transit Projects (25% of Net Reve	nues)	1	
R S T U V W	High Frequency Metrolink Service Transit Extensions to Metrolink Metrolink Gateways Expand Mobility Choices for Seniors and Persons with Disabilities Community Based Transit/Circulators Safe Transit Stops	\$	283,679 262,230 33,538 97,237 59,395 6,556	\$ 1,109,946 982,427 56,883 385,897 222,520 24,561
	Subtotal Projects Net (Bond Revenue)/Debt Service		742,635 -	2,782,234
	Total Transit Projects %	\$	742,635	\$ 2,782,234
	Measure M2 Program	\$	2,970,538	\$ 11,128,934
	Net (Bond Revenue)/Debt Service			
	Total Environmental Cleanup	\$	63,318	\$ 238,335
	Taxpavor Safaguarda and Aud	ito		
	Taxpayer Safeguards and Aud Collect Sales Taxes (1.5% of Sales Taxes)	# <u>\$</u>	46,156	\$ 174,758
	Oversight and Annual Audits (1% of Revenues) %	\$	31,659	\$ 119,168



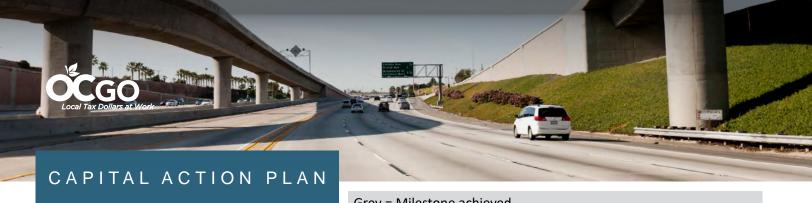
	Expenditures through June 30, 2021	eimbursements through June 30, 2021	;	Net M2 Cost
	(J)	(K)		(L)
(319,268 133,840 98,220	\$ 98,818 2,133 60,956	\$	220,450 131,707 37,264
_	93,405 14,292 1,169	88 1,323 26		93,317 12,969 1,143
_	660,194 39,040	163,344 <u>-</u>		496,850 39,040
3	699,234	\$ 163,344	\$	535,890 19.6%
_				
<u> </u>	3,733,427	\$ 1,006,114	\$	2,727,313
_	<u> </u>	<u>-</u>		-
\$	46,020	\$ 311	\$	45,709 1.4%
\$	32,361	\$ 	\$	32,361 1.1%
\$	30,905	\$ 	\$	30,905 1.0%



M2 Funds						
ENTITY	4TH QUARTER FY 2020-21	FUNDS TO DATE				
ALISO VIEJO	\$238,675	\$6,446,218				
ANAHEIM	\$2,077,058	\$53,628,109				
BREA	\$343,266	\$9,264,763				
BUENA PARK	\$511,079	\$14,367,266				
COSTA MESA	\$883,219	\$23,625,491				
CYPRESS	\$309,184	\$8,510,183				
DANA POINT	\$202,219	\$5,392,601				
FOUNTAIN VALLEY	\$363,963	\$10,017,098				
FULLERTON	\$773,676	\$21,021,996				
GARDEN GROVE	\$886,802	\$24,044,669				
HUNTINGTON BEACH	\$1,154,892	\$31,443,296				
IRVINE	\$1,718,753	\$44,138,351				
LAGUNA BEACH	\$147,261	\$4,111,805				
LAGUNA HILLS	\$198,531	\$5,495,809				
LAGUNA NIGUEL	\$388,752	\$10,742,448				
LAGUNA WOODS	\$73,853	\$2,052,480				
LA HABRA	\$315,623	\$8,518,550				
LAKE FOREST	\$478,762	\$12,836,510				



M2 Funds					
ENTITY	4TH QUARTER FY 2020-21	FUNDS TO DATE			
LA PALMA	\$83,849	\$2,611,166			
LOS ALAMITOS	\$75,014	\$2,092,449			
MISSION VIEJO	\$542,362	\$15,072,307			
NEWPORT BEACH	\$653,367	\$17,786,762			
ORANGE	\$999,599	\$26,702,020			
PLACENTIA	\$279,216	\$7,434,632			
RANCHO SANTA MARGARITA	\$249,175	\$6,837,887			
SAN CLEMENTE	\$339,719	\$9,111,717			
SAN JUAN CAPISTRANO	\$225,278	\$6,130,052			
SANTA ANA	\$1,643,316	\$44,913,248			
SEAL BEACH	\$140,878	\$4,018,898			
STANTON	\$174,864	\$4,816,819			
TUSTIN	\$539,041	\$14,486,722			
VILLA PARK	\$30,465	\$841,768			
WESTMINSTER	\$498,590	\$13,797,815			
YORBA LINDA	\$363,003	\$9,735,493			
COUNTY UNINCORPORATED	\$1,243,630	\$30,891,615			
TOTAL M2 FUNDS	\$19,146,935	\$512,939,013			



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

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

	Cost	Schedule ast Plan/Forecast				
Capital Projects	Baseline/Forecast	Complete	Complete	orecast	Complete	
	(millions)	Environmental	Design	Award Contract	Construction	
Freeway Projects:						
I-5, SR-55 to SR-57	\$38.1	Jun-13	Mar-17	Dec-17	Apr-21	
Project A	\$39.4	Apr-15	Jun-17	Nov-18	Jan-21	
I-5, I-405 to Yale Avenue	\$230.5	Aug-18	TBD	TBD	TBD	
Project B	\$230.5	Jan-20	Jun-24	Aug-25	Feb-29	
I-5, Yale Avenue to SR-55	\$200.4	Aug-18	TBD	TBD	TBD	
Project B	\$200.4	Jan-20	Jan-24	Mar-25	Sep-28	
I-5, Pico to Vista Hermosa	\$113.0	Dec-11	Oct-13	Dec-14	Aug-18	
Project C	\$83.6	Oct-11	Oct-13	Dec-14	Aug-18	
I-5, Vista Hermosa to Pacific Coast Highway	\$75.6	Dec-11	Feb-13	Dec-13	Mar-17	
Project C	\$75.3	Oct-11	May-13	Jun-14	Jul-17	
I-5, Pacific Coast Highway to San Juan Creek Road	\$70.7	Dec-11	Jan-13	Oct-13	Sep-16	
Project C	\$74.3	Oct-11	Jan-13	Dec-13	Jul-18	
I-5, SR-73 to Oso Parkway	\$151.9	Jun-14	Jan-18	Dec-18	Apr-25	
Project C & D	\$195.8	May-14	Aug-18	Dec-19	Apr-25	
I-5, Oso Parkway to Alicia Parkway	\$196.2	Jun-14	Jun-17	Jun-18	Nov-23	
Project C & D	\$203.1	May-14	Dec-17	Mar-19	Dec-23	
I-5, Alicia Parkway to El Toro Road	\$133.6	Jun-14	Jun-18	May-19	Oct-24	
Project C	\$165.9	May-14	May-19	Sep-20	Oct-24	
I-5, SR-73 to El Toro Road (Landscape)	TBD	N/A	TBD	TBD	TBD	
Project C	\$12.4	N/A	Mar-24	Nov-24	Jun-26	
I-5, I-5/El Toro Road Interchange	TBD	Nov-19	TBD	TBD	TBD	
Project D Cost/Schedule Risk	TBD	Jul-22	TBD	TBD	TBD	

^{*}Status through June 2021. For detailed project information, please refer to the individual project section within this report.



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

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

	Cost Baseline/Forecast			edule	
Capital Projects	baseline/Forecast	Complete	Complete	orecast	Complete
	(millions)	Environmental	Design	Award Contract	Construction
I-5, I-5/Ortega Interchange	\$90.9	Jun-09	Nov-11	Aug-12	Sep-15
Project D	\$79.8	Jun-09	Dec-11	Aug-12	Jan-16
I-5, I-5/Ortega Interchange (Landscape)	N/A	N/A	N/A	N/A	N/A
Project D	N/A	N/A	Oct-14	Sep-15	Sep-16
SR-55, I-405 to I-5	\$410.9	Nov-13	Apr-20	Jul-21	Aug-25
Project F Cost/Schedule Risk	\$503.2	Aug-17	Apr-20	Apr-22	Apr-26
SR-55, I-5 to SR-91	\$131.3	Jan-20	TBD	TBD	TBD
Project F	\$131.3	Mar-20	Jun-25	Jun-26	Jul-29
SR-57 Northbound (NB), Orangewood Avenue to Katella Avenue	\$71.8	Dec-18	TBD	TBD	TBD
Project G	\$71.8	Mar-19	Mar-24	Mar-25	Oct-27
SR-57 (NB), Katella Avenue to Lincoln Avenue	\$78.7	Jul-09	Nov-10	Aug-11	Sep-14
Project G	\$38.0	Nov-09	Dec-10	Oct-11	Apr-15
SR-57 (NB), Katella Avenue to Lincoln Avenue (Landscape)	N/A	N/A	N/A	N/A	N/A
Project G	N/A	N/A	Jul-10	Sep-17	Jun-18
SR-57 (NB), Orangethorpe Avenue to Yorba Linda Boulevard	\$80.2	Dec-07	Dec-09	Oct-10	May-14
Project G	\$52.3	Dec-07	Jul-09	Oct-10	Nov-14
SR-57 (NB), Yorba Linda Boulevard to Lambert Road	\$79.3	Dec-07	Dec-09	Oct-10	Sep-14
Project G	\$54.1	Dec-07	Jul-09	Oct-10	May-14
SR-57 (NB), Orangethorpe Avenue to Lambert Road (Landscape)	N/A	N/A	N/A	N/A	N/A
Project G	N/A	N/A	Aug-17	Feb-18	Apr-19
SR-57 (NB), Lambert Road to Tonner Canyon	TBD	TBD	TBD	TBD	TBD
Project G *Status through June 2021. For detailed project information	TBD	Jun-25	TBD	TBD	TBD

^{*}Status through June 2021. For detailed project information, please refer to the individual project section within this report.



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

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

Osnikal Basisara	Cost Baseline/Forecast	Schedule Plan/Forecast					
Capital Projects	(millions)	Complete Environmental	Complete Design	Award Contract	Complete Construction		
SR-91 Westbound (WB), I-5 to SR-57	\$78.1	Apr-10	Feb-12	Nov-12	Apr-16		
Project H	\$59.2	Jun-10	Apr-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		
Project H	N/A	N/A	Aug-16	Mar-17	Nov-17		
SR-91 (WB), Tustin Interchange to SR-55	\$49.9	Jul-11	Mar-13	Oct-13	Jul-16		
Project I	\$42.5	May-11	Feb-13	Oct-13	Jul-16		
SR-91, SR-55 to Lakeview Avenue (Segment 1)	\$100.9	Oct-18	Jan-23	Feb-24	Sep-27		
Project I	\$100.9	Jun-20	Jan-23	Feb-24	Sep-27		
SR-91, La Palma Avenue to SR-55 (Segment 2)	\$208.4	Oct-18	Jul-23	Jul-24	Mar-28		
Project I	\$208.4	Jun-20	Jul-23	Jul-24	Mar-28		
SR-91, Acacia Street to La Palma Ave (Segment 3)	\$116.2	Oct-18	Apr-24	Apr-25	Sep-28		
Project I	\$116.2	Jun-20	Apr-24	Apr-25	Sep-28		
SR-91, SR-55 to SR-241	\$128.4	Jul-09	Jan-11	Sep-11	Dec-12		
Project J	\$79.7	Apr-09	Aug-10	May-11	Mar-13		
SR-91, SR-55 to SR-241 (Landscape)	N/A	N/A	N/A	N/A	N/A		
Project J	N/A	N/A	Feb-13	Oct-13	Feb-15		
SR-91 Eastbound, SR-241 to SR-71	\$104.5	Dec-07	Dec-08	Jul-09	Nov-10		
Project J	\$57.8	Dec-07	Dec-08	Aug-09	Jan-11		
I-405, SR-55 to I-605 (Design-Build)	\$2,080.2	Mar-13	Nov-15	Nov-16	Feb-24		
Project K	\$2,080.2	May-15	Nov-15	Nov-16	Feb-24		
I-405, I-5 to SR-55	TBD	Jul-18	TBD	TBD	TBD		
Project L	TBD	Aug-18	TBD	TBD	TBD		

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Bold = Forecasted/Actual

	Cost Baseline/Forecast			edule Forecast	
Capital Projects	(millions)	Complete Environmental	Complete Design	Award Contract	Complete Construction
I-605, I-605/Katella Interchange	\$29.0	Nov-18	Mar-23	Feb-24	Nov-25
Project M	\$29.0	Oct-18	Mar-23	Feb-24	Nov-25
Grade Separation Projects:					
Kraemer Boulevard Railroad Grade Separation	\$70.4	Sep-09	Jul-10	Aug-11	Oct-14
Project O	\$63.8	Sep-09	Jul-10	Sep-11	Dec-14
Lakeview Avenue Railroad Grade Separation	\$70.2	Sep-09	Oct-11	May-13	Mar-17
Project O	\$110.7	Sep-09	Jan-13	Nov-13	Jun-17
Orangethorpe Avenue Railroad Grade Separation	\$117.4	Sep-09	Dec-11	May-12	Sep-16
Project O	\$105.9	Sep-09	Oct-11	Jan-13	Oct-16
Placentia Avenue Railroad Grade Separation	\$78.2	May-01	Mar-10	Jun-11	Nov-14
Project O	\$64.5	May-01	Jun-10	Jul-11	Dec-14
Raymond Avenue Railroad Grade Separation	\$77.2	Nov-09	Aug-12	May-13	Aug-18
Project O	\$126.2	Nov-09	Dec-12	Feb-14	May-18
State College Boulevard Railroad Grade Separation (Fullerton)	\$73.6	Jan-11	Aug-12	May-13	May-18
Project O	\$99.6	Apr-11	Feb-13	Feb-14	Mar-18
Tustin Avenue/Rose Drive Railroad Grade Separation	\$103.0	Sep-09	Dec-11	Aug-12	May-16
Project O	\$96.6	Sep-09	Jul-11	Feb-13	Oct-16
Rail and Station Projects:					
Sand Canyon Avenue Railroad Grade Separation	\$55.6	Sep-03	Jul-10	Feb-11	May-14
Project R	\$61.9	Sep-03	Jul-10	Feb-11	Jan-16

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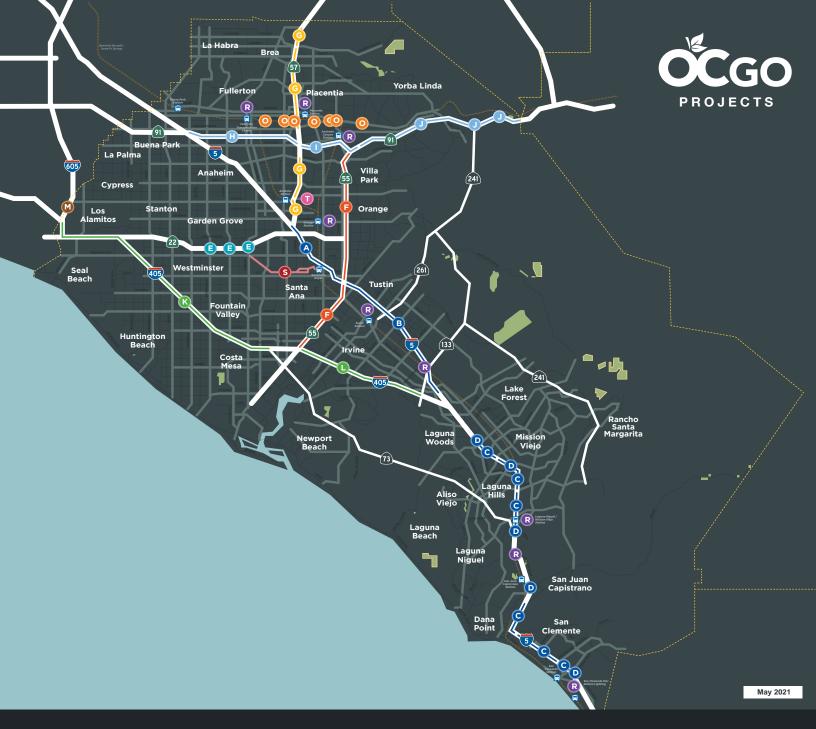
Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

	Cost Baseline/Forecast		Schedule Plan/Forecast					
Capital Projects	(millions)	Complete Environmental	Complete Complete Cor					
Rail-Highway Grade Crossing Safety Enhancement	\$94.4	Oct-08	Sep-08	Aug-09	Dec-11			
Project R	\$90.4	Oct-08	Sep-08	Aug-09	Dec-11			
San Clemente Beach Trail Safety Enhancements	\$6.0	Jul-11	Apr-12	Oct-12	Jan-14			
Project R	\$5.0	Jul-11	Jun-12	May-13	Mar-14			
San Juan Capistrano Passing Siding	\$25.3	Jan-13	May-16	Dec-16	Feb-21			
	\$36.4	Mar-14	Aug-18	Mar-19	Nov-20			
Placentia Metrolink Station and Parking Structure	\$34.8	May-07	Jan-11	TBD	TBD			
Project R Cost/Schedule Risk	\$40.1	May-07	Feb-11	TBD	TBD			
Anaheim Canyon Station	\$27.9	Dec-16	May-19	Nov-19	Jan-23			
	\$34.2	Jun-17	Oct-20	Mar-21	Jan-23			
Orange Station Parking Expansion	\$33.2	Dec-12	Apr-13	Nov-16	Feb-19			
	\$30.9	May-16	Apr-16	Jun-17	Feb-19			
Fullerton Transportation Center - Elevator Upgrades	\$3.5	N/A	Dec-13	Sep-14	Mar-17			
	\$4.2	N/A	Dec-13	Apr-15	May-19			
Laguna Niguel/Mission Viejo Station ADA Ramps	\$3.5	Jan-14	Aug-14	Jan-15	Apr-17			
	\$5.0	Feb-14	Jul-15	Oct-15	Sep-17			
Anaheim Regional Transportation Intermodal Center	\$227.4	Feb-11	Feb-12	Jul-12	Nov-14			
Project R & T	\$232.2	Feb-12	May-12	Sep-12	Dec-14			
OC Streetcar	\$424.4	Mar-12	Sep-17	Aug-18	Dec-21			
Project S Cost/Schedule Risk	\$440.0	Mar-15	Nov-17	Sep-18	Oct-23			

^{*}Status through June 2021. For detailed project information, please refer to the individual project section within this report.





FREEWAY IMPROVEMENT PROGRAM (A-N)

Interstate 5 (I-5) Projects

- A I-5, SR-55 to SR-57
- **B I-5**, I-405 to SR-55
- C I-5, SR-73 to El Toro Road
- C 1-5, Avenida Pico to San Juan Creek Road
- D I-5 Highway Interchanges

State Route 22 (SR-22) Projects

E SR-22 Access Improvements

State Route 55 (SR-55) Projects

- (F) SR-55, I-405 to I-5
- F SR-55, I-5 to SR-91

State Route 57 (SR-57) Projects

- SR-57 NB, Orangewood Avenue to Katella Avenue
- G SR-57 NB, Katella Avenue to Lincoln Avenue
- G SR-57 NB, Orangethorpe Avenue to Lambert Road
- SR-57 NB, Lambert Road to Tonner Canyon Road

State Route 91 (SR-91) Projects

- H SR-91 WB, I-5 to SR-57
- SR-91, SR-55 to SR-57
- SR-91, SR-55 to Riverside County Line

Interstate 405 (I-405) Projects

- K I-405, SR-73 to I-605
- 1-405, I-5 to SR-55

Interstate 605 (I-605) Projects

- M I-605 Katella Interchange Improvements
- Freeway Mitigation Restoration Projects
 Part of Projects A-M
- Freeway Mitigation Acquisition Projects
 Part of Projects A-M

STREETS & ROADS (O-Q)

- O Grade Separation Program

TRANSIT PROJECTS (R-W)

- R Grade Separation and Station Improvement Projects
- S Transit Extensions to Metrolink
- Metrolink Station Conversion to accept Future High-Speed Rail Systems

OTHER PROJECTS NOT SHOWN

Project N: Freeway Service Patrol

Project O: Regional Capacity Program

Project Q: Local Fair Share Program

Project R: Grade Crossing and Trail Safety Enhancements Metrolink Service Expansion Program **Project U:** Senior Mobility Program, Senior Non-Emergency Medical Transportation Program, and Fare Stabilization Program

Project V: Community Based Transit/Circulators

Project W: Safe Transit Stops

Project X: Environmental Cleanup Program





September 13, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Subject: Agreement for OC ACCESS Paratransit and OC Flex Microtransit

Services

Transit Committee Meeting of September 9, 2021

Present: Directors Chaffee, Do, Jones, Nguyen, Sarmiento, Shaw, and

Sidhu

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 5-1 by the Members present.

Director Sarmiento voted in opposition.

Due to the Levine Act, Director Shaw did not vote or participate on this item.

Committee Recommendations

A. Approve the selection of First Transit, Inc., as the firm to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2150 between the Orange County Transportation Authority and First Transit, Inc., in the amount of \$242,579,221, to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services for an initial four-year term commencing on January 1, 2022, with two, two-year option terms.



September 9, 2021

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for OC ACCESS Paratransit and OC Flex Microtransit

Aff

Services

Overview

The Orange County Transportation Authority requires the services of a firm to manage, operate, and maintain the OC ACCESS paratransit and the OC Flex microtransit services. A competitive procurement was conducted, and offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services.

Recommendations

A. Approve the selection of First Transit, Inc., as the firm to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2150 between the Orange County Transportation Authority and First Transit, Inc., in the amount of \$242,579,221, to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services for an initial four-year term commencing on January 1, 2022, with two, two-year option terms.

Discussion

The Americans with Disabilities Act (ADA) requires agencies that operate fixed-route bus service to provide complementary paratransit service for individuals with disabilities who are unable to use the fixed-route system. To comply with the ADA, the Orange County Transportation Authority (OCTA) implemented the OC ACCESS service in 1993. OC ACCESS service is different

from traditional fixed-route service, requiring passengers to complete an in-person assessment to become eligible to ride, and requiring an advance reservation.

MV Transportation, Inc., (MV) has provided the administration, operation, and maintenance of OC ACCESS service since July 2013. The original agreement included an initial term of four years, with two, two-year option terms. The agreement was most recently amended to extend the term through December 31, 2021, to allow time for staff to evaluate the impact of the coronavirus (COVID-19) pandemic on the OC ACCESS service, to make appropriate adjustments to the scope of work and independent cost estimate to reflect changes in anticipated demand, and to refine the service delivery model to incorporate new work practices such as the use of personal protective equipment and updated vehicle cleaning protocols.

The original operating and maintenance agreement for the OC Flex on-demand microtransit service pilot program was awarded to Keolis Transit Services, LLC (Keolis) in 2018 for a one-year initial term with two, one-year option terms. In September 2019, the first option term was exercised, extending the agreement with Keolis through October 14, 2020. In May 2020, Keolis informed OCTA that it would cease all Orange County operations effective May 31, 2020, due to impacts from the COVID-19 pandemic. At that time, Keolis submitted a formal request to OCTA to utilize the assignment provision included in the agreement to assign all rights, title, interest, obligations, and liability under the agreement to MV, the existing provider of OC ACCESS service. Through mutual agreement and to minimize disruption to passengers, the operation and maintenance agreement for the OC Flex microtransit service was assigned from Keolis to MV for a one-year term effective June 1, 2020 through May 31, 2021. In November 2020, the OCTA Board of Directors (Board) approved a seven-month extension of this agreement through December 2021 to align the agreement with the OC ACCESS agreement and extend the pilot project, as the COVID-19 pandemic made it challenging to evaluate OC Flex performance and determine a path forward.

Aligning the OC ACCESS and OC Flex terms allowed staff to incorporate the two services into one agreement going forward to provide economies of scale and to ensure continuity of operations for OC Flex service until staff can further evaluate the applicability of microtransit service in Orange County and develop a more comprehensive service plan that complements the OC Bus service.

Under this agreement, the selected firm will be required to provide all management, operation, and maintenance to deliver service and manage a

dedicated fleet of OCTA-owned paratransit and microtransit vehicles. OCTA will provide the facility (base) and fuel for these services.

OC ACCESS service will continue to include a fixed- and variable-rate structure. in alignment with previous agreements; however, the variable rate has been changed to a per-trip rate for both dedicated and subcontracted services. In previous agreements, the variable compensation rate for OC ACCESS service was based on a per-revenue vehicle hour basis, and the OC ACCESS subcontracted service using taxi vehicles, was compensated on a per-revenue vehicle mile basis. The change to a flat per-trip rate was recommended following an OCTA staff and external consultant evaluation of paratransit service delivery models and contract structures of peer agencies. Moreover, the last 20 years of service provision under the ADA, many similar paratransit services have moved from revenue vehicle hour rates to per-trip rates, as services have matured, and demand has stabilized. It was found that this type of cost structure helped transportation agencies better project and manage service costs relative to anticipated demand. The rate modification will provide OCTA the opportunity to better control the growth of service versus cost over the term of the agreement, as well as improve the customer experience as the rate structure incentivizes the operator to implement the most efficient routing solution for requested trips. The OC Flex microtransit service will continue as a fixed- and per-revenue vehicle hour variable rate structure as service levels have not normalized, and it allows staff the opportunity to measure the productivity of the service against OC Bus more closely.

Procurement Approach

This procurement was handled in accordance with OCTA's Board-approved policies and procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as prior experience performing similar projects, staffing and project organization, work plan, as well as cost and price.

On December 14, 2020, the Board approved the release of Request for Proposals (RFP) 0-2150, which was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on December 14 and December 21, 2020, and a pre-proposal conference was held on January 6, 2021. Five addenda were issued to make available the pre-proposal conference registration sheets and presentation, as well as respond to guestions and address administrative matters related to the RFP.

On March 8, 2021, seven proposals were received. A responsiveness evaluation was conducted on all proposals and two firms, All-Ways Transport LLC (All-Ways Transport) and National Transportation, Inc. (NTI), were found to be non-responsive for failure to demonstrate responsiveness to the five percent Disadvantaged Business Enterprise (DBE) goal required for consideration of award. All-Ways Transport and NTI were determined to be non-responsive for failing to document eligible commitments to DBE-certified firms sufficient to meet the five percent DBE contract goal at the time of proposal submission or by failing to provide documentation to support adequate good-faith efforts as required by the Federal Transit Administration, which provides funding for these services. As such, the proposals from All-Ways Transport and NTI were not included as part of the evaluation process.

An evaluation committee comprised of OCTA staff from the Contracts Administration and Materials Management, Paratransit Services, Financial Planning and Analysis, Scheduling and Bus Operations Support, and Maintenance departments, as well as a representative from the Los Angeles Access Services, met to review the remaining five proposals. The proposals were evaluated based on the following Board-approved evaluation criteria and weightings:

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

Qualifications of the firm was weighted at 20 percent to ensure the firm has prior experience providing similar services. Staffing and project organization was weighted at 30 percent to emphasize the importance that the firm's key personnel demonstrated relevant experience as they are critical to the successful operation of the OC ACCESS paratransit and OC Flex microtransit services. Work plan was weighted at 30 percent as the firm needed to demonstrate its technical approach to managing and operating specialized services. Cost and price was weighted at 20 percent to ensure OCTA receives competitive pricing.

On March 30, 2021, the evaluation committee reviewed the five proposals based on the evaluation criteria, and short-listed the three most qualified firms listed below in alphabetical order:

Firm and Location

First Transit, Inc. (First Transit) Cincinnati, Ohio

> MV Dallas, Texas

Transdev Services, Inc. (Transdev)
Lombard, Illinois

On April 14 and April 15, 2021, the evaluation committee conducted interviews with the three short-listed firms. The interviews consisted of a presentation to discuss the firms' qualifications and proposed team. In addition, the firms' key team members had an opportunity to present their qualifications and respond to evaluation committee questions. Questions were asked relative to the firms' approach to training staff, meeting on-time performance, addressing violations, managing subcontractors, reporting data, and improving OC Flex productivity. Furthermore, each firm was asked specific clarification questions related to their proposal. At the conclusion of the interviews, a request for a best and final offer (BAFO) was sent to the three short-listed firms to seek additional clarifications and final pricing.

After considering responses to the questions asked during the interviews, as well as information provided in the BAFO, the evaluation committee reviewed the preliminary ranking of the three firms and made adjustments to individual scores. As a result, First Transit remained as the top-ranked firm with the highest cumulative scores.

Based on evaluation of the written proposals, as well as information obtained from the interviews and BAFOs, the evaluation committee recommends First Transit for consideration of the award. The following is a summary of the proposal evaluation results.

Qualifications of the Firm

The three short-listed firms demonstrated relevant prior experience and qualifications related to paratransit and microtransit services.

Founded in 1955, First Transit has over 65 years of transit operations, maintenance, and management experience and has provided paratransit services since 1985. The firm currently provides paratransit services for public transit agencies across the country, including the San Diego Metropolitan

Transportation System, San Mateo County Transit District, Pierce Transit, New Jersey Transit Corporation, Pace Paratransit Services, and Houston Metropolitan Transit Authority. First Transit has managed 22 successful transitions in the past two years, including at Visalia Transit and Transit Joint Powers Authority for Merced County. The firm also has experience with microtransit services as it operates microtransit services for Omnitrans. The proposed subcontractors on the project demonstrated experience within their respective fields. First Transit's references reported that they were satisfied with the firm's performance.

MV was founded in 1975 and has been managing and operating the OC ACCESS service since 2013 and assumed responsibility of the OC Flex microtransit service in 2020. The firm provides paratransit services for public transit agencies across the country, including the Los Angeles Access Services, King County Metro Paratransit Services, City of Phoenix, Valley Transportation Authority, and Access Lynx Central Florida Regional Transportation Authority. The proposed subcontractors on the project have experience within their respective fields. MV's references reported that they were satisfied with the firm's performance.

Transdev has been in business for over 100 years and provides paratransit services for public transit agencies across the country, including the Central Contra Costa Transit Authority County Connection, Denver Regional Transportation District, San Francisco Municipal Transportation Agency, Maryland Transit Administration, and Washington Metropolitan Area Transportation Authority. The two subcontractors proposed on the project have experience within their respective fields, and the proposal highlights Transdev's ability to provide the services outlined in the scope of work. Transdev's references reported that they were satisfied with the firm's performance; however, one reference provided adverse feedback regarding staffing and communication.

Staffing and Project Organization

All three short-listed firms proposed experienced key personnel with relevant expertise performing similar work.

First Transit proposed a strong project team with extensive experience managing paratransit services. The project manager has 20 years of transportation experience and previously served as assistant general manager of the OC ACCESS service from 2013 to 2019. The project manager is currently serving as general manager at First Transit's Omnitrans location overseeing all operations and maintenance, as well as safety, and is proposed to transfer to

OCTA's project on a full-time basis should the firm be awarded this contract. While the operations manager has eight years of transit operations management experience, the operations manager has managed a Transportation Network Company fleet of over 50 dedicated wheelchair accessible vehicles along with 200 non-dedicated vehicles in support of a paratransit service contract. The maintenance manager has more than 25 years of maintenance experience, and the safety manager has nearly 20 years of experience in safety and training. With 21 years of experience working with public transit operations across North America, the information technology manager has previously worked for Trapeze and brings extensive experience with the Trapeze software currently used for OC ACCESS service for scheduling, dispatch, and reservations. First Transit's proposal demonstrated how the project manager and key personnel will respond immediately to issues related to the service, as well as described the process by which it will recruit and retain staff, including a comprehensive wage and benefits package for all employees. Additionally, First Transit is proposing a director of quality assurance with over 24 years of paratransit experience, and the local team is supported by a strong regional management team. During the interview, the project team discussed their respective roles and demonstrated a comprehensive understanding of OCTA's requirements.

MV proposed a qualified project team with extensive expertise and experience managing paratransit services. With 25 years of experience, the project manager has been managing the OC ACCESS service since 2018 and previously served as assistant general manager for the Regional Transportation Commission of Southern Nevada's fixed-route service. The operations manager has 20 years of operations management experience and currently manages the day-to-day operations of the OC ACCESS service. The maintenance manager and safety manager each have over 16 years of experience, while the information technology manager has nearly 25 years of experience with the Trapeze software. MV described the process by which it will attract and retain staff; however, it only provided a management absentee coverage plan to demonstrate the ability of the project manager and key personnel to respond immediately to issues, which was not sufficient. During the interview, the project team discussed their respective roles and provided clear responses to the evaluation committee questions that demonstrated a comprehensive understanding of OCTA's requirements.

Transdev proposed experienced key personnel with extensive and relevant expertise performing similar work. The project manager has 25 years of paratransit experience including oversight of several large paratransit systems located in the cities of Las Vegas, San Diego, and Seattle. The project manager is currently serving as a division manager for Transdev's San Diego Metropolitan

Transit System location and was proposed to be fully dedicated to the project. The operations manager has more than 20 years of operations management experience and has worked alongside the project manager for nearly a decade. The maintenance manager has 17 years of maintenance experience, including nine years overseeing maintenance for a large paratransit fleet in Seattle. Additionally, the safety manager and information technology manager have extensive experience in their respective fields. Transdev described the process by which it will attract and retain staff and demonstrated the ability of the project manager and key personnel to respond immediately to issues, and a detailed explanation of the health and welfare benefits package that will be offered to employees was submitted. The local team is supported by an experienced regional management team. Transdev's interview supported the team's relevant experience, staffing, and project understanding as the team provided clear responses to the evaluation committee questions.

Work Plan

The work plans proposed by the three short-listed firms provided an approach to managing, operating, and maintaining the OC ACCESS paratransit and OC Flex microtransit services.

First Transit provided a comprehensive plan for service operations that addressed day-to-day operational considerations, personnel recruitment processes, and procedures for handling emergencies and unforeseen situations. Additionally, First Transit provided service enhancement recommendations, such as increasing on-time performance by adding supervisors to improve accountability. implementing operator incentives for attendance performance, and utilizing new technological tools, such as the First Analytics system for advanced metrics and data to monitor service delivery in real-time and for planning into the future, streamline road supervisor observations and assistance of operators in the field, and customize training. For personnel training and testing, First Transit described how continuous training will be provided to drivers, call center personnel, mechanics, and other support staff through classroom training and online courses available through its First America University program. The firm also addressed its process for collecting and reporting operational and maintenance data, including the use of its proprietary Management Information Dashboard for increased reporting capabilities and real-time graphical information and operational data to allow the management team to monitor and ensure compliance of key performance indicators. Furthermore, the proposed transition plan identified key tasks and a detailed timeline that demonstrated First Transit's capability to complete service start-up activities in time to commence service operations on January 1, 2022. First Transit also included detailed plans for scheduling, safety, and vehicle and

facility maintenance plan, as well as a comprehensive subcontractor oversight program to ensure compliance with OCTA requirements for vehicle maintenance, in-field observations, and staff training. In addition, First Transit is dedicating additional road supervisors to the oversight of their subcontractor operations to ensure quality of service. For special issues or problems that are likely to be encountered during the project and how these would be addressed, First Transit provided a very thorough response that identified recovery from the COVID-19 pandemic, cleanup of the subscription database, staggering vehicle arrival times to minimize dwell time, and training staff on OCTA's transition from a revenue vehicle hour to a per-trip rate contract. During the interview, First Transit provided detailed and thorough responses to the evaluation committee questions. In addition, the firm adequately addressed community outreach and engagement with adult day centers, community programs, and senior centers returning to in-person services, as well as strategies to be implemented to ensure on-time performance metrics are met.

MV provided a comprehensive plan for service operations that addressed day-to-day operational considerations, personnel recruitment processes, and procedures for handling emergencies and unforeseen situations. For personnel training and testing, MV detailed its training programs for service delivery, including descriptions of training, hours, and testing requirements. The firm also addressed its process for collecting and reporting operational and maintenance data, as well as demonstrated its understanding of various daily data collection activities and reporting requirements. MV included detailed plans for scheduling, safety, and vehicle and facility maintenance, as well as a comprehensive subcontractor oversight program to ensure OCTA's requirements are met regarding vehicle maintenance, in-field observations, and staff training. For special issues or problems that are likely to be encountered during the project and how these would be addressed, MV only addressed recovery from the COVID-19 pandemic and no additional special issues or problems were identified by MV that could impact the services moving forward. During the interview, MV's responses to questions regarding the strategies they planned to use to build on staff's understanding of ADA paratransit service, as well as community outreach and engagement, lacked detail and specifics.

Transdev provided a comprehensive plan for service operations and placed emphasis on various technological tools to provide service enhancements. The firm addressed procedures for handling emergencies and unforeseen situations and detailed its training programs for service delivery, including descriptions of training, hours, and testing requirements. The firm also addressed its process for collecting and reporting operational and maintenance data, as well as demonstrated its understanding of various daily data collection activities and reporting requirements. Transdev included detailed plans for scheduling, safety,

and vehicle and facility maintenance; however, the subcontractor oversight program lacked detail on the plan to oversee the subcontractor vehicle fleet. The proposed transition plan identified key tasks and a detailed timeline that demonstrated Transdev's capability to complete service start-up activities in time to commence service operations on January 1, 2022. For special issues or problems that are likely to be encountered during the project and how these would be addressed, Transdev identified driver shortage, improved safety performance, focus on scheduling procedures, and recovery from the COVID-19 pandemic. During the interview, Transdev provided detailed responses to the evaluation committee questions; however, the firm's responses to questions about the subcontractor-proposed maintenance and vehicle storage plan did not address an adequate oversight program by Transdev to ensure quality of service.

Cost and Price

Cost was weighted at 20 percent of the overall score. The three firms submitted the detailed price proposals for the initial and option terms of the contract, as required by the terms of the RFP. However, contract award is being made for the price of the initial term only. Option terms will be presented to the Board at a future date.

While the three firms assumed a different number of trips, it is necessary to standardize the trip assumptions for all three firms to evaluate cost and price in a fair and consistent manner. As such, OCTA multiplied the cost per trip proposed by the three firms to a projected number of trips that OCTA assumed in the Comprehensive Business Plan to determine the total cost and price for each firm.

Scores were based on a formula that assigned the highest score to the firm with the lowest total price and scored the other proposals total price based on their relation to the lowest total price. The pricing received for the initial term was reviewed relative to the OCTA project manager's independent cost estimate (ICE) for the same term. Total price is summarized below:

Firm	Initial Term	Option Term 1	Option Term 2	Total Price
First Transit	\$242,579,221	\$139,288,693	\$153,100,618	\$534,968,532
MV	\$236,663,592	\$132,629,932	\$146,987,922	\$516,281,446
Transdev	\$276,791,080	\$159,552,130	\$175,745,719	\$612,088,929
OCTA ICE	\$215,038,673	\$119,624,745	\$128,096,574	\$462,759,992

While the price proposed by First Transit after the BAFO was \$5,915,629, or approximately 2.5 percent higher than MV's price for the initial term and

\$18,687,086, or approximately 3.6 percent higher than MV's price for the entire eight-year term, the firm's proposed staffing and approach to managing and operating the OC ACCESS and OC Flex services support the higher price. First Transit's proposed price for the initial term was approximately 12.8 percent above OCTA's ICE of \$215,038,673; however, it should be noted that all three firms submitted pricing that are higher than the ICE due to higher annual growth rates assumed by each of the firms when compared to the growth rates used to develop the ICE.

First Transit's proposed price is inclusive of all requirements of the RFP and considered fair and reasonable as it is approximately 2.5 percent higher than MV's price for the initial term and it is competitive based on the pricing received from all the firms.

Procurement Summary

Based on the evaluation of the written proposals, firm qualifications, as well as the information obtained from the interviews and BAFOs, the evaluation committee recommends the selection of First Transit as the top-ranked firm to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services. First Transit delivered a proposal and interview that were responsive to all the requirements of the RFP.

Although First Transit's pricing was higher than MV's, the evaluation committee recommends First Transit as the top-ranked firm for the following reasons:

- First Transit's local team is highly qualified and supported by a strong regional management team.
- First Transit proposed an additional key staff position for the director of quality assurance with over 24 years of paratransit experience.
- First Transit proposed service enhancement recommendations, such as increasing on-time performance by adding new staff positions to improve accountability.
- First Transit emphasized utilizing new technological tools, such as the Management Information Dashboard for increased real-time reporting capabilities and the First Analytics system designed to assist with visualizing and translating historical performance data, assessing departmental performance, and giving managers and staff the opportunity to impact operations proactively throughout the day.
- First Transit highlighted strategies to be implemented to ensure performance metrics are met.

Fiscal Impact

Funds for this service are included in the OCTA Fiscal Year 2021-22 Budget, Operations Division, Paratransit Services Department, account nos. 2136-7311-D1208-8LA, 2136-7311-D1208-8LB, 2136-7312-D1208-AVH, 2136-7613-D1208-0GP, 2136-7831-A3227-RKK, 2135-7613-D2132-0GQ, 2149-7317-D2161-N97, and 2149-7317-A2362-N97, and will be funded through the Local Transportation Fund and federal funds.

Summary

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2150 between the Orange County Transportation Authority and First Transit, Inc., in the amount of \$242,579,221, to provide OC ACCESS paratransit and the OC Flex microtransit services for an initial four-year term commencing on January 1, 2022, with two, two-year option terms.

Attachments

- Review of Proposals, RFP 0-2150 OC ACCESS Paratransit and OC Flex A. Microtransit Services
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms) – RFP 0-2150: OC ACCESS Paratransit and OC Flex Microtransit Services
- Contract History for the Past Two Years, RFP 0-2150 OC ACCESS C. Paratransit and OC Flex Microtransit Services

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Review of Proposals

RFP 0-2150 OC ACCESS Paratransit and OC Flex Microtransit Services
Presented to Transit Committee - August 12, 2021
7 proposals were received, 5 proposals were evaluated, 3 firms were interviewed, 1 firm is being recommended

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Initial Term Price
1	84	First Transit, Inc. Cincinnati, Ohio	SMS Transportation Services, Inc. Global Paratransit, Inc. JCM & Associates, Inc/Blue Goose ISLA Tires, Inc. Butterfil, Inc. Primetime Shuttle, Inc.	Demonstrated relevant prior experience and qualifications. Has managed 22 successful transitions in the past two years. Proposed subcontractors have experience within their respective fields. Proposed project manager has 20 years of transportation experience and previously served as assistant general manager of the OC ACCESS service. Proposed experienced managers for all key positions, including operations, maintenance, safety, call center, information technology, driver trainer, customer relations, human resources, and accounting. Proposed a director of quality assurance with over 24 years of paratransit experience, and the local team is supported by a strong regional management team. Demonstrated a comprehensive understanding of the requirements included in the scope of work. Provided a comprehensive plan for service operations, training, data collection, transition, scheduling, safety, vehicle and facility maintenance, and subcontractor oversight program. Provided service enhancement recommendations, such as utilizing new technological tools (First Analytics, Management Information Dashboard). Identified various special issues or problems that are likely to be encountered during the project and how they would be addressed. Provided detailed and thorough responses to the evaluation committee's questions. Received positive responses from references. Proposed a competitive total price.	\$242,579,221
2	81	MV Transportation, Inc. Dallas Texas	Cabco Yellow, Inc. RideCo, Inc. AAMCOM Metro Towing, Inc. Regali, Inc. Jamison Professional Services, LLC	Demonstrated relevant prior experience and qualifications. Has been managing and operating the OC ACCESS service since 2013 and assumed responsibility of the OC Flex service in 2020. Proposed subcontractors have experience within their respective fields. Proposed project manager has 25 years of transportation experience and has been managing the OC ACCESS service since 2018. Proposed project manager has 25 years of transportation experience and nanagers for all key positions, including operations, maintenance, safety, call center, information technology, driver trainer, customer relations, human resources, and accounting. Demonstrated a comprehensive understanding of the requirements included in the scope of work. Provided a comprehensive plans for service operations, training, data collection, transition, scheduling, safety, vehicle and facility maintenance, and subcontractor oversight program. Identified only one special issue or problem that is likely to be encountered during the project and how it would be addressed. Responses to questions recarding the strategies it will pursue to build on staff's understanding of ADA paratransit service as well as community outreach and engagement lacked detail and specifics. Received positive responses from references. Proposed the lowest estimated total price.	\$236,663,592
3	79	Transdev Services, Inc. Lombard, Illinois	Big Star Transit, LLC SMS Transportation Services, Inc. JCM & Associates, Inc./Blue Goose	Demonstrated relevant prior experience and qualifications. Proposed subconitrators have extensive experience within their respective fields. Proposed project manager has 25 years of transportation experience. Proposed experienced managers for all key positions, including operations, maintenance, safety, call center, information technology, driver trainer, customer relations, human resources, and accounting. Demonstrated a comprehensive understanding of the requirements included in the scope of work. Provided a comprehensive plan for service operations, training, data collection, transition, scheduling, safety, vehicle and facility maintenance, but lacked a complete subcontractor oversight program. Provided a comprehensive plan for service operations, training, data collection, transition, scheduling, safety, vehicle and facility maintenance, but lacked a complete subcontractor oversight program. Provided service enhancement recommendations, such as utilizing new technological tools. Identified various special issues or problems that are likely to be encountered during the project and how they would be addressed. Responses to questions about their subcontractors' proposed maintenance and vehicle storage plan did not address an adequate oversight program. Received positive responses from all but one reference. Proposed a competitive total price.	\$276,791,080

Evaluation Panel: (6 members)
Internal Contracts Administration and Materials Management (1) Paratransit Services (1)
Financial Planning and Analysis (1)
Schedule and Bus Operations Support (1)
Contracted Services (1)

External

Los Angeles Access Services (1)

Proposal Criteria
Qualifications of the Firm Staffing and Project Organization

Work Plan Cost and Price

Weight Factors 20% 30%

30% 20%

ATTACHMENT B

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms) RFP 0-2150: OC ACCESS Paratransit and OC Flex Microtransit Services

First Transit, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.5	4.5	4.0	4.5	4.5	4.5	4	17.7
Staffing/Project Organization	4.0	4.0	3.5	3.5	4.0	4.0	6	23.0
Work Plan	4.0	4.0	4.0	4.0	4.0	4.0	6	24.0
Cost and Price	4.83	4.83	4.83	4.83	4.83	4.83	4	19.3
Overall Score	85.3	85.3	80.3	82.3	85.3	85.3		84

MV Transportation, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.5	4.5	4.5	4.5	4.5	4.5	4	18.0
Staffing/Project Organization	3.5	3.5	4.0	3.5	4.0	3.5	6	22.0
Work Plan	3.5	3.5	3.5	3.5	3.5	3.5	6	21.0
Cost and Price	5.00	5.00	5.00	5.00	5.00	5.00	4	20.0
Overall Score	80.0	80.0	83.0	80.0	83.0	80.0		81

Transdev Services, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.5	4.5	4.0	4.0	4.0	4.0	4	16.7
Staffing/Project Organization	4.0	4.0	4.0	4.0	4.0	4.5	6	24.5
Work Plan	3.5	3.5	3.5	3.5	3.5	3.0	6	20.5
Cost and Price	4.22	4.22	4.22	4.22	4.22	4.22	4	16.9
Overall Score	79.9	79.9	77.9	77.9	77.9	77.9		79

The scores for the two non-short-listed firms were 8 and 40.

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 0-2150 OC ACCESS Paratransit and OC Flex Microtransit Services

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	То	tal Contract Amount
First Transit, Inc.			<u> </u>				
Contract Type: Firm-Fixed Monthly and Variable Rate	C-4-1737	Contracted Fixed-Route Operation	July 1, 2015	June 10, 2023		\$	315,856,805
Subconsultants:		·		·			
All Petro Resources					\$ 190,200.00		
First Fuel, Inc.					\$ 82,800.00		
J.C.M. Associates, Inc.					\$ -		
Lone Star Handicap Vans					\$ 72,000.00	<u></u>	
National Tour Integrated					\$ -		
REM Services, Inc.					\$ 918,247.00		
Strategic Tire Solutions, Inc.					\$ 16,800.00		
Contract Type: Firm-Fixed Price	C-0-2503	Bus Production Inspection Services	September 2, 2020	December 31, 2021	N/A	\$	53,964
Subconsultants: None						l	
					Subtotal:	\$	315,910,769
MV Transportation, Inc.							
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Contract Type: Revenue Vehicle Hour Rate	C-2-1865	OC ACCESS Paratransit Services	July 1, 2013	December 31, 2021		\$	375,620,065
Subconsultants: Cabco Yellow, Inc.						<u> </u>	
Cabco Yellow, Inc.						—	
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Out of Table Barrier William Barrier	0.7.0050	OO Fly Minard and the control	11.4.0000	D		_	0.000.000
Contract Type: Revenue Vehicle Hour Rate	C-7-0252	OC Flex Microtransit Services	July 1, 2020	December 31, 2021		\$	2,693,699
Subconsultants:						—	
Via Transportation, Inc.					Subtotal:	•	378,313,764
Transdev Services, Inc.					Subtotal:	Ф	3/0,313,/64
Contract Type: N/A	None	N/A	N/A	N/A	N/A	\$	_
Subconsultants: None		- 411	1077			Ť	
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Agreement for OC ACCESS Paratransit and OC Flex Microtransit Services

BACKGROUND

OC ACCESS

July 2013 – contract starts

June 2017 – contract amended through June 2019

September 2018 – contract amended through June 2021

September 2020 – contract extended for additional six months, through December 2021

OC Flex

October 2018 – contract starts

September 2019 – contract amended through October 2020

May 2020 – contract amended through May 2021

November 2020 – contract amended through December 2021, to align with the term of the OC ACCESS agreement

PROCUREMENT PROCESS

- The Board of Directors (Board) approved Request for Proposals (RFP) 0-2150 release on December 14, 2020
- A virtual pre-proposal meeting was held on January 6, 2021
- Seven proposals were received
- Evaluate proposals, interview firms, and requested Best and Final Offers from all firms
- Evaluation committee consisted of six members including internal and external participants

SCOPE OF WORK ELEMENTS

OC ACCESS Service

- Fixed cost and per-trip rate
- Key staffing requirements and performance metrics

OC Flex Microtransit

- Fixed cost and per vehicle-revenue-hour rate
- Ensures continuity of operations

BOARD-APPROVED EVALUATION CRITERIA

 Qualifications of the Firm 	20 percent
 Staffing and Project Organization 	30 percent
Work Plan	30 percent

• Cost and Price 20 percent

SHORT-LISTED-FIRMS

- First Transit, Inc. (First Transit) Cincinnati, Ohio
- MV Transportation, Inc. (MV) Dallas, Texas
- Transdev Services, Inc. (Transdev) Lombard, Illinois

EVALUATION CRITERIA HIGHLIGHTS

Qualifications of the Firm

• All firms demonstrated the ability to operate and maintain the service as required.

Staffing/Project Management

- First Transit and MV teams had extensive knowledge and experience working on OC ACCESS service.
- First Transit proposed more staff to perform contract and service delivery quality assurance.

Work Plan

- All three firms provided a comprehensive work plan.
- First Transit proposed the addition of technological tools to provide service enhancements and identified risks and strategies related to the current operating environment.

Cost and Price

• Thorough analysis was conducted on all cost proposals.

EVALUATION SCORING SUMMARY

EVALUATION CRITERIA	FIRST TRANSIT	MV	TRANSDEV
Qualifications of the Firm	17.7	18.0	16.7
Staffing and Project Organization	23.0	22.0	24.5
Work Plan	24.0	21.0	20.5
Subtotal	64.7	61.0	61.7
Cost and Price	19.3	20	16.9
Grand Total	84.0	81.0	78.6

CONTRACT COST ELEMENTS

- OC ACCESS Fixed Cost approximately 4 percent
- OC ACCESS Variable Cost approximately 93 percent
- OC Flex Fixed and Variable Cost approximately 3 percent

VARIABLE COST PER TRIP

FIRM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8
First Transit	\$ 39.22	\$ 40.89	\$ 42.26	\$ 43.63	\$ 45.32	\$ 46.99	\$ 48.75	\$ 50.42
MV	\$ 40.25	\$ 40.54	\$ 41.23	\$ 42.24	\$ 43.63	\$ 44.77	\$ 47.04	\$ 48.89
Transdev	\$ 45.34	\$ 47.06	\$ 48.60	\$ 50.17	\$ 51.93	\$ 54.20	\$ 56.09	\$ 58.07

OVERVIEW OF COST

FIRM	FOUR-YEAR INITIAL TERM	FOUR-YEAR COST DIFFERENCE	EIGHT-YEAR CONTRACT	EIGHT-YEAR COST DIFFERENCE
MV	\$236,663,592		\$516,281,446	
First Transit	\$242,579,221	\$5,915,629	\$534,968,532	\$18,867,096
Transdev	\$276,791,080	\$40,127,488	\$612,088,929	\$95,807,483

EVALUATION COMMITTEE RECOMMENDATION: FIRST TRANSIT

- Local team is highly qualified and supported by a strong regional management team
- Proposed an additional key staff position for the director of quality assurance with over 24 years of paratransit experience
- Proposed service enhancement recommendations
- Emphasized utilizing new technological tools for increase real-time reporting capabilities and to assist with visualizing and translating historical performance data, assess performance, and give managers and staff the opportunity to impact operations proactively throughout the day
- Highlighted strategies to be implemented to ensure performance metrics are met

STAFF RECOMMENDATION

- Approve the selection of First Transit, Inc., as the firm to provide the management, operations, and maintenance of the OC ACCESS paratransit and OC Flex microtransit services
- Authorize the Chief Executive Officer to negotiate and execute
 Agreement No. C-0-2150 between the Orange County Transportation
 Authority and First Transit, Inc., in the amount of \$242,579,221,
 to provide the management, operations, and maintenance of the
 OC ACCESS paratransit and OC Flex microtransit services for an initial
 four-year term commencing on January 1, 2022, with two, two-year
 option terms

NEXT STEPS

- Finalize contract and issue notice to proceed
- Meet with the selected firm, review transition schedule, determine milestones, and schedule regular transition meetings
- Coordinate meeting with the selected firm and the current service provider
- Implement a communication strategy regarding the transition of service provider for OC ACCESS riders and programs that rely on OC ACCESS for program attendees