

Date: Friday, October 9, 2009

Time: 9:00 a.m.

Where: Orange County Transportation Authority Headquarters
600 South Main Street, First Floor - Conference Room 154
Orange, California 92868



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
First Floor - Room 154
600 South Main Street, Orange, California
Friday, October 9, 2009, at 9:00 a.m.

ACTIONS

NOTE DATE CHANGE

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

Agenda Descriptions

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

Public Comments on Agenda Items

Members of the public wishing to address the Board of Directors regarding any item appearing on the agenda may do so by completing a Speaker's Card and submitting it to the Clerk of the Board. Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three (3) minutes.

Public Availability of Agenda Materials

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

Call to Order

Invocation

Director Cavecche

Pledge of Allegiance

Director Campbell



BOARD AGENDA

ACTIONS

Special Matters

1. Consideration of Public Member Appointment

Will Kempton

Overview

The Board Members representing cities and the County of Orange appoint two public members to the Orange County Transportation Authority Board of Directors. The current term of Chairman Peter Buffa expires on October 13, 2009. Decisions are requested to provide the opportunity for the Board of Directors to consider appointment of a public member for the term commencing October 14, 2009.

Committee Recommendation

Consider the appointment of a public member at the regular meeting of the Board of Directors on October 9, 2009.

2. Presentation of the “Mobility 21 Leader of the Year” Award to Director Carolyn Cavecche

More than 700 people at the Mobility 21 Summit honored OCTA Director and City of Orange Mayor Carolyn Cavecche with the Mobility 21 Leader of the Year Award. OCTA Chairman Peter Buffa and other officials shared remarks in a video about Director Cavecche's dedication and leadership in advocating for transportation improvements for Southern California.

Consent Calendar (Items 3 through 9)

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

3. Approval of Minutes

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of September 28, 2009.



BOARD AGENDA

ACTIONS

4. Approval of Board Member Travel

Approval is requested for Director Art Brown to travel to Vancouver, B.C. October 18 - 20, 2009, to participate in the International Air/Rail Organization (IARO) Light Rail Conference.

5. Amended Cooperative Agreement with the Orange County Council of Governments for SB 375 Planning Requirements

Kristine Murray

Overview

On September 24, 2009, the Orange County Council of Governments took action to amend the cooperative agreement with the Orange County Transportation Authority required to establish roles, responsibilities, and financial commitments associated with SB 375 planning requirements. The original agreement was unanimously approved by the Orange County Transportation Authority Board of Directors on July 13, 2009, along with a cooperative agreement for administrative services of the Orange County Council of Governments.

Committee Recommendations

- A. Oppose the OCCOG amended SB 375 Planning Requirements Agreement originally approved by the OCTA Board of Directors on July 13, 2009.
- B. Direct staff to forward a letter from the Chairman of the Board of Directors, on behalf of the Orange County Transportation Authority, informing the Orange County Council of Governments that the Authority received recent changes submitted by OCCOG regarding the agreement that was voted on by OCTA in July 2009, but that the revisions now being proposed are not acceptable to OCTA.
- C. Declare the Administrative agreement, which required concurrent adoption of a Senate Bill 375 planning requirement agreement, null and void.



BOARD AGENDA

ACTIONS

Orange County Service Authority for Freeway Emergencies Consent Calendar Matters

6. Amendment to Agreement No. C-5-2927 with Cingular Wireless for Call Box Digital Wireless Service

P. Sue Zuhlke

Overview

On March 27, 2006, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-2927 with Cingular Wireless, now AT&T Mobility, to provide digital wireless service to support the Orange County Service Authority for Freeway Emergencies call box system for a four and one-half-year period. An amendment is required to provide continuous service through the term of the agreement ending on December 31, 2010.

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-5-2927 between the Orange County Transportation Authority and AT&T Mobility, in an amount not to exceed \$75,000, for digital wireless service to support the Orange County Service Authority for Freeway Emergencies call box system, bringing the total contract value to \$375,000.

Orange County Local Transportation Authority Consent Calendar Matters

7. Approval to Release Request for Proposals for Preparation of Project Study Report Equivalents for Five At-Grade Rail-Highway Crossings Along the Orange County Portion of the Los Angeles – San Diego – San Luis Obispo Rail Corridor

Mary Toutounchi/Darrell Johnson

Overview

The Orange County Transportation Authority has developed a draft request for proposals to retain consultant services to prepare a project study report equivalent for each of the five at-grade rail-highway crossings along the Orange County portion of the Los Angeles – San Diego – San Luis Obispo rail corridor. The draft procurement documents are presented for the Board of Directors' review and approval.



BOARD AGENDA

ACTIONS

7. (Continued)

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-0769 for selection of consultant services.
- B. Approve the release of Request for Proposals 9-0769 for consultant services to prepare a project study report equivalent for each of the five at-grade rail-highway crossings along the Los Angeles – San Diego – San Luis Obispo rail corridor.

8. **Agreement for Public Outreach Consultant to Support Right-of-Way, Final Design, and Construction Phases of Grade Separation Projects**
Fernando Chavarria/Ellen S. Burton

Overview

The Orange County Transportation Authority will serve as the lead agency for five grade separation projects located along the Orangethorpe rail corridor and within the cities of Placentia and/or Fullerton and Anaheim. Consultant services are needed to support the public outreach effort during the right-of-way, final design, and construction phases of these projects. Proposals have been received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-9-0250 between the Orange County Transportation Authority and Arellano Associates, in an amount not to exceed \$610,000 over a four-year term, for comprehensive public outreach services during the right-of-way, final design and construction phases of the five grade separation projects.



BOARD AGENDA

ACTIONS

Orange County Transit District Consent Calendar Matters

9. **Agreement for Bus Stop Maintenance Program**
Ryan Erickson/Beth McCormick

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the continuation of the bus stop maintenance program. This program involves inspecting and servicing each bus stop location on a regular basis and performing maintenance as needed to ensure that each stop is safe, clean, and in good condition for passenger use. Proposals for the bus stop maintenance contract were solicited and received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-8-0728 between the Orange County Transportation Authority and ShelterCLEAN, Inc., for a maximum obligation of \$2,013,113, to provide maintenance at each of the existing 6,575 bus stops located within the Orange County Transportation Authority's service area for a three-year term, with two one-year options.

Regular Calendar

Orange County Transportation Authority Consent Calendar Matters

10. **Central County Corridor Major Investment Study Update - Reduced Set of Alternative Strategies**
Tamara S. Warren/Kia Mortazavi

Overview

The Orange County Transportation Authority is conducting a major investment study for the central Orange County area. Preliminary analysis of a broad range of alternatives is complete. A reduced set of options has been identified and is presented for Board of Directors' review and approval.



BOARD AGENDA

ACTIONS

10. (Continued)

Recommendations

- A. Approve the initial screening report recommending a reduced set of five alternative strategies for additional engineering and environmental analysis.
- B. Direct staff to return to the Board of Directors in the winter 2009-10 to provide an update on the analysis of the reduced set of alternative strategies.

Discussion Items

11. **American Recovery and Reinvestment Act Program Update**

Abbe McClenahan/Kia Mortazavi

Staff will provide an update on the American Recovery and Reinvestment Act of 2009 program status and discuss recent development related to high-speed rail.

12. **Public Comments**

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

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

14. **Directors' Reports**

15. **Closed Session**

A Closed Session is not scheduled.

16. **Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, October 26, 2009**, at the OCTA Headquarters.



BOARD COMMITTEE TRANSMITTAL

October 9, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: **Consideration of Public Member Appointment**

Executive Committee meeting of October 5, 2009

Present: Chairman Buffa, Vice Chairman Amante, Directors Cavecche, Glaab, Nguyen, Norby, and Pringle
Absent: Director Campbell

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations *(reflects a change from staff's recommendation)*

Consider the appointment of a public member at the regular meeting of the Board of Directors on October 9, 2009.



October 5, 2009

To: Executive Committee
From: Will Kempton, Chief Executive Officer
Subject: Consideration of Public Member Appointment

Overview

The Board Members representing cities and the County of Orange appoint two public members to the Orange County Transportation Authority Board of Directors. The current term of Chairman Peter Buffa expires on October 13, 2009. Decisions are requested to provide the opportunity for the Board of Directors to consider appointment of a public member for the term commencing October 14, 2009.

Recommendation

Agendize the appointment of a public member for the regular meeting of the Board of Directors on October 9, 2009.

Background

The membership of the Orange County Transportation Authority (OCTA) Board of Directors (Board) includes two public member positions that must be filled by the Members of the Board that represent cities and the County of Orange.

Qualifications for a Public Member are as follows:

- A resident of Orange County
- Not serving currently or within the last four years as an elected official of a city, county, or any agency or special district within Orange County

The term of office for a public member is four years from the date of appointment. There is no limit on the number of terms a public member may serve.

Discussion

The current four-year term of Chairman Peter Buffa will expire October 13, 2009. (Director Greg Winterbottom is serving a four-year term that will expire on January 9, 2013.) Public members are selected by majority action of the Board Members representing cities and the County. There is no procedure for this selection prescribed in either state law or any OCTA policies. Past practice has varied depending upon the circumstances. Chairman Buffa has stated that he desires reappointment

On September 14, 2009, the Board of Directors voted to post this opportunity on the OCTA website for any interested party to submit an application no later than September 28, 2009. One application from Sergio C. Munoz was received. The Board of Directors also voted to agendize the appointment of a public member for the October 9, 2009 meeting of the Board of Directors.

Summary

Review the candidates for appointment of a public member of the Board of Directors for the term commencing October 14, 2009, and agendize the appointment for the October 9, 2009, meeting of the Board of Directors.

Attachment

None.

Prepared by:


James S. Kenan
Deputy Chief Executive Officer
714-560-5678

Minutes of the Meeting of the
Orange County Transportation Authority
Orange County Service Authority for Freeway Emergencies
Orange County Local Transportation Authority
Orange County Transit District
Board of Directors
September 28, 2009

Call to Order

The September 28, 2009, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Buffa at 9:02 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

Roll Call

Directors Present: Peter Buffa, Chairman
Patricia Bates
Arthur C. Brown
Bill Campbell
William J. Dalton
Paul Glaab
Cathy Green
Allan Mansoor
John Moorlach
Janet Nguyen
Chris Norby
Curt Pringle
Miguel Pulido
Gregory T. Winterbottom
Cindy Quon, Governor's Ex-Officio Member

Also Present: Will Kempton, Chief Executive Officer
James S. Kenan, Deputy Chief Executive Officer
Wendy Knowles, Clerk of the Board
Laurena Weinert, Assistant Clerk of the Board
Kennard R. Smart, Jr., General Counsel
Members of the Press and the General Public

Directors Absent: Jerry Amante, Vice Chairman
Carolyn Cavecche
Richard Dixon

Invocation

Invocation

Director Dalton gave the invocation.

Pledge of Allegiance

Chairman Buffa led the Board and audience in the Pledge of Allegiance.

Public Comments on Agenda Items

Chairman Buffa announced that members of the public who wished to address the Board of Directors regarding any item appearing on the agenda would be allowed to do so by completing a Speaker's Card and submitting it to the Clerk of the Board.

Special Matters

1. Presentation of the "Mobility 21 Leader of the Year" Award to Director Carolyn Cavecche

Director Cavecche was absent from the meeting due to illness; therefore, this item was deferred to the October 9, 2009, regular meeting of the Board of Directors.

2. Special Recognition for Thirty Years of Safe Driving

Chairman Buffa presented a check to Coach Operator Philip Rosin in appreciation for his having achieved thirty years of safe driving.

3. Presentation of Resolutions of Appreciation for Employees of the Month for September 2009

Chairman Buffa presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2009-55, 2009-56, 2009-57 to Kimberly Johnson, Coach Operator; Ha Nguyen, Maintenance; and Lorraine Mills, Administration, as Employees of the Month for September 2009.

4. Presentation of Resolution of Appreciation to Orange County Sheriff's Department Employee of the Quarter

Chairman Buffa presented Orange County Transportation Authority Resolution of Appreciation No. 2009-58 to Orange County Sheriff's Deputy Juan Viramontes.

Consent Calendar (Items 5 through 18)

Chairman Buffa announced that members of the public who wished to address the Board of Directors regarding any item appearing on the agenda would be allowed to do so by completing a Speaker's Card and submitting it to the Clerk of the Board.

Orange County Transportation Authority Consent Calendar Matters

5. Approval of Minutes

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of September 14, 2009.

Director Norby was not present to vote on this item.

6. Investments: Compliance, Controls, and Accounting, July 1 through December 31, 2008

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to direct staff to implement recommendations in the Review of Investments: Compliance, Controls, and Accounting, July 1 through December 31, 2008, Internal Audit Report No. 10-504.

Director Norby was not present to vote on this item.

7. State Transportation Improvement Program: Planning, Programming, and Monitoring Program, Fiscal Year 2006-07 Financial and Compliance Audit

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to receive and file the State Transportation Improvement Program – Planning, Programming, and Monitoring Program, Fiscal Year 2006-07 Financial and Compliance Audit.

Director Norby was not present to vote on this item.

8. Federal Legislative Status Report

Director Campbell pulled this item and inquired as to why the Section 1301 item is included, as he feels it may be quite threatening to a toll operator.

Richard Bacigalupo, Manager of Federal Relations, confirmed that Director Campbell was correct in his assessment of this provision and stated that Section 1301 would require a rate review by a new office, Office of Public Benefit, and would require that office to determine if the toll rate was reasonable. This would be seen as a new and serious role for the federal government.

8. (Continued)

Chief Executive Officer (CEO), Will Kempton, elaborated that this is in the House version of the temporary reauthorization legislation due to the fact that the Chair of the House Transportation and Infrastructure Committee (Congressman Oberstar from Minnesota) is not a fan of toll roads or public/private partnerships. Mr. Kempton stated that OCTA is concerned about this because it affects OCTA's operation and also has an implication for the potential of the fledging public/private partnership operation in California.

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

9. Orange County Transportation Authority's Draft 2010 State and Federal Legislative Platforms

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to authorize staff to circulate copies of the Draft 2010 State and Federal Legislative Platforms to advisory groups, Orange County legislative delegations, cities, and interested members of the public.

Director Norby was not present to vote on this item.

10. Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Nominations

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to submit project nominations to the California Department of Transportation for Public Transportation Modernization, Improvement, and Service Enhancement Account funds for the Metrolink Service Expansion Program and the Orange County Grade Crossing Safety Improvement Program.
- B. Authorize staff to process all necessary amendments to the Regional Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above actions.

Director Norby was not present to vote on this item.

11. Extend Agreement with the California State University, Fullerton Center for Demographic Research Services for Fiscal Year 2009-10

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment 4 to Agreement No. C-6-0191, for an amount not to exceed \$152,000, with the California State University, Fullerton Center for Demographic Research, and to extend the term of the agreement through June 30, 2010.

Director Norby was not present to vote on this item.

12. Cooperative Agreements with the City of Buena Park for Allocation of Regional Surface Transportation Program Funds and the County of Orange for the Transfer of Regional Surface Transportation Program Funds

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0605 with the City of Buena Park to identify funding responsibilities for the Firestone Boulevard reconstruction project.
- B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0608 with the County of Orange for transfer of Regional Surface Transportation Program funds from existing Orange County projects to the Antonio Parkway widening project.
- C. Direct staff to prepare and submit any necessary programming amendments to the Regional Transportation Improvement Program and enter into any necessary agreements to facilitate the above actions.

Director Norby was not present to vote on this item.

13. Fourth Quarter Fiscal Year 2008-09 Grant Status Report

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

Director Norby was not present to vote on this item.

14. Agreement for Public Outreach Consultant for West County Connectors Project

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-9-0252 between the Orange County Transportation Authority and Caltrop Corporation, in an amount not to exceed \$1,200,000 over a five-year term, for comprehensive public outreach services for the West County Connectors Project.

Director Norby was not present to vote on this item.

Orange County Local Transportation Authority Consent Calendar Matters

15. Cooperative Agreements with the Cities of Fullerton, Santa Ana, and Tustin for Video Surveillance Systems at Metrolink Stations

Director Norby arrived and requested that the Consent Calendar be re-opened to enable him to pull this item for discussion. The Board agreed to re-open the Consent Calendar.

Director Norby stated that he recognizes that various security/terrorism issues require individual use of funds and inquired if other stations had gotten grants similar to these three.

Darrell Johnson, Executive Director of Rail Programs, responded that these three were specifically identified as part of a study done in 2007; however, both at the Orange station (as part of the underpass that was recently completed), video surveillance is being added, and the Irvine parking structure will have video surveillance added.

A motion was made by Director Norby, seconded by Director Green, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0599 between the Orange County Transportation Authority and the City of Fullerton, in an amount not to exceed \$750,000, to define roles, responsibilities, and funding for the implementation of a video surveillance system at the Fullerton Transportation Center.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0560 between the Orange County Transportation Authority and the City of Santa Ana, in an amount not to exceed \$750,000, to define roles, responsibilities, and funding for the implementation of a video surveillance system at the Santa Ana Regional Transportation Center.

15. (Continued)

- C. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0590 between the Orange County Transportation Authority and the City of Tustin, in an amount not to exceed \$750,000, to define roles, responsibilities, and funding for the implementation of a video surveillance system at the Tustin Metrolink Station.

16. Memorandum of Understanding with the City of Laguna Niguel for the Expansion of Parking at the Laguna Niguel/Mission Viejo Metrolink Station

Director Glaab pulled this item and clarified that the City of Laguna Niguel is enthused about their role as a regional facility and indicated there may be an opportunity to acquire additional property in the future to potentially service the east side of the railroad tracks and the undercrossing.

Director Nguyen inquired if this includes the Transit Committee's recommendation for short-term and long-term surface parking. Mr. Kempton responded that it does not; however, that should be included.

A motion was made by Director Glaab, seconded by Director Nguyen, and declared passed by those present, to

- A. Authorize the Chief Executive Officer to execute Memorandum of Understanding No. C-9-0716 between the Orange County Transportation Authority and the City of Laguna Niguel to define roles and responsibilities related to the study of the possible right-of-way acquisition and construction of a surface parking lot on property located east of Camino Capistrano in Laguna Niguel.
- B. Amend the Memorandum of Understanding, page one, as follows:
Whereas, City and Authority wish to do further studies to add surface parking spaces at the Laguna Niguel/Mission Viejo station;

Director Norby inquired as to the status of the parking capacity Request for Proposals (RFP), and Mr. Johnson responded that the RFP, as directed by the Executive Committee, was solicited and awarded to the IBI Group; the work began in July with an 8-9 month completion timeframe.

17. Agreement for Public Outreach Consultant to Support Right-of-Way, Final Design, and Construction Phases of Grade Separation Projects

This item was deferred by staff and will return to the Board at a later date.

Orange County Transit District Consent Calendar Matters

18. Agreement for Construction of Drainage Improvements at the Pacific Electric Right-of-Way from Susan Street to the Santa Ana River in the City of Santa Ana

A motion was made by Director Green, seconded by Director Pulido, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-9-0513 between the Orange County Transportation Authority and Bali Construction, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$233,932, for drainage improvements at the Pacific Electric right-of-way from Susan Street to the Santa Ana River in the City of Santa Ana.

Director Norby was not present to vote on this item.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

19. Proposition 1B Traffic Light Synchronization Program - Substitution of Valley View Street/Bolsa Chica Road with El Toro Road

Ron Keith, Principal Traffic Engineer, presented this item for the Board and provided details on the program. Mr. Keith explained the various projects, the phases in each, as well as status.

Mr. Keith stated that the item before the Board at this time requests approval the substitution of the Valley View Street/Bolsa Chica corridor with the El Toro Road corridor as part of the second phase of the light synchronization project.

The State has delayed allocation of the phase two projects from July 2009 to an undetermined date in 2010. This delay in allocation will result in a construction conflict between the Valley View project and the West County Connectors project. He further stated that the West County Connectors project will disrupt traffic patterns and traffic throughput commencing March 2010 and lasting past the legal deadline in 2012.

Mr. Keith informed the Board that Caltrans is now in concurrence with OCTA that this conflict should be mitigated with the substitution of Valley View Street/Bolsa Chica corridor with a similar type corridor. Caltrans is in agreement with the El Toro Road as a candidate for substitution. Mr. Keith further stated that the Valley View Street/Bolsa Chica corridor traffic systems affected by the construction are being addressed for modernization and updating as part of the West County Connectors Project.

19. (Continued)

A motion was made by Director Campbell, seconded by Director Winterbottom, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to submit El Toro Road as a substitute corridor for Valley View Street/Bolsa Chica Road to the California Department of Transportation and the California Transportation Commission as part of the Proposition 1B Traffic Light Synchronization Program.
- B. Authorize staff to make all necessary amendments to the Regional Transportation Improvement Program and State Transportation Improvement Program and execute any necessary agreements to facilitate the above action.

Orange County Local Transportation Authority Regular Calendar Matters

20. Approval to Release Request for Proposals for Preparation of a Natural Community Conservation Plan/Habitat Conservation Plan/ Master Streambed Alteration Agreement

Dan Phu, Project Manager, Freeway Environmental Mitigation Program, presented this item for the Board, providing background on the issue and provided an update on what has occurred thus far. He further stated that as part of this planning process, a planning agreement is required between the OCTA, Cal Fish and Game, U.S. Fish and Wildlife Service, as well as Caltrans to define roles and responsibilities.

A motion was made by Director Green, seconded by Director Bates, and declared passed by those present, to:

- A. Approve the proposed evaluation criteria and weightings for consultant selection for Request for Proposals 9-0687.
- B. Approve the release of Request for Proposals 9-0687 for consultant services to prepare the Natural Community Conservation Plan/Habitat Conservation Plan/Master Streambed Alteration Agreement and Joint Programmatic Environmental Impact Report/Environmental Impact Statement.

Discussion Items

21. Orange County Transportation Authority Website

Ryan Armstrong, Senior Web Developer, demonstrated a video highlighting the OCTA's redesigned website and the improvements made. Mr. Armstrong noted that providing a functional and convenient "user experience" was the main goal through the website development.

Director Nguyen expressed her concern for the extensive use of graphics and how that may slow down the progress of users with less up-to-date computers.

Several Members expressed their enthusiasm for the newly-designed website and complimented staff on the final product.

Director Pringle inquired if the expanded website has reduced other outreach efforts OCTA has previously been providing.

Ellen Burton, Executive Director of External Affairs, answered that while there has been a cut-back in some printed materials, basic information is still provided in print.

Director Campbell inquired if the website ties into Google transit, and Mr. Armstrong responded that indeed it does.

Public comment was heard from:

Charles Griffin, resident of Newport Beach, encouraged the OCTA to consider looking into "Skyping," which is a software application that allows users to make voice calls over the Internet, as well as to consider other uses of cell phones to gain access to bus schedules.

22. Public Comments

At this time, Chairman Buffa stated that members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action would be taken on off-agenda items unless authorized by law.

Public comments were heard from:

Arnie Pike, resident of Placentia, urged the Board to consider the cutbacks in bus service and the resultant impacts. Mr. Pike stated that the cuts affect wheelchair users who, like himself, cannot always use fixed route and do not qualify for Access service.

23. (Continued)

Charles Griffin, resident of Newport Beach, stated that while a high-speed rail system is needed, he does not feel a “snail rail” system is appropriate. He urged consideration be given to magnetic levitation (Mag Lev) type systems.

23. Chief Executive Officer's Report

CEO, Mr. Kempton, provided information on upcoming meetings and events.

Mr. Kempton stated that there will be a High-Speed Rail Press Conference at Union Station in Los Angeles on Friday, October 2.

Mr. Kempton informed Members of the recent run challenge between the Metropolitan Transit Authority of Los Angeles (MTA) and OCTA, and stated that OCTA prevailed in the contest.

24. Directors' Reports

Director Moorlach referenced a letter he received from the CEO recently comparing neighboring transit properties to OCTA and contemplated if an update could be done to include San Francisco transportation agencies' numbers to reflect what is taking place in their area.

Director Moorlach also asked Director Pringle if individuals wished to discuss Mag Lev or other high-speed rail, as mentioned by Mr. Griffin, how they would find the proper forum for those conversations.

Director Pringle responded with comments regarding various forums and concepts in California that could be pursued by those interested. He also mentioned that decisions have been made over the nine years of studying these issues, and to re-visit those discussions at this juncture may not be productive.

Director Moorlach referenced an article on a video of the Tustin air hangars and asked how to get a copy of this video. Chairman Buffa stated that he could provide a copy of the video to Director Moorlach.

Director Brown complimented Mr. Kempton on the new CEO's Weekly Report and stated he feels it is an improvement over the previous version.

Director Winterbottom reported that he and Director Green attended the OCTA community workshop last Thursday evening regarding the potential bus service reductions and requested that the cover page of strategies be made available. He stated it is unfortunate that there are not viable options for locating funding to keep the current level of service, and difficult decisions are ahead for the Board.

24. (Continued)

Director Campbell referenced a recent article in the Los Angeles Times regarding accidents involving accidents experienced individually by Metrolink trains and the Blue Line system and a comparison between the two.

Director Campbell asked Director Brown, who is a Member of the Metrolink Board, for his response to the comparison of Metrolink and the Blue Line in that the article claimed that efforts by the Blue Line have made that system much safer.

Director Brown stated that he felt Metrolink has done a great deal of work of within the corridor, put up new fences, and yet was given no credit for the work done since the Glendale accident. He noted that the streets belong to the cities, and it is the cities that would have to make the changes indicated. Director Brown stated that Metrolink is preparing a rebuttal letter to the article which will include a listing of the improvements that have been made.

Director Glaab expressed his appreciation to CEO, Mr. Kempton, for his recent attendance at a Laguna Niguel City Council meeting and participating in a tour of the Laguna Niguel/Mission Viejo train station and project improvements.

Director Pulido thanked the CEO also for participating in a tour of the Pacific Electric right-of-way provided recently.

Director Norby stated that it should be noted that the Metrolink line is also a freight line and asked if there are similar situations with commuter and freight line overlays on any other freight lines.

Darrell Johnson, Executive Director of Rail Programs, responded that the freight service on Caltrain runs in the evening so that it does not intermix during the daytime. He further stated that the mixed commuter/freight systems are relatively common in the United States and compared the Los Angeles basin's system to the Chicago region, where there is a large network of both freight and passenger trains sharing the same railroad.

Chairman Buffa commented to Director Moorlach that there is much information available on high-speed rail and he and Director Pringle would be glad to discuss that with him. He stated that at this time, it is not productive to get into an either/or situation, and what the country needs is high-speed rail, though there are applications where steel-on-steel is preferred, and there are other applications where Mag Lev would be the better choice.

25. Closed Session

A Closed Session was not held.

26. Adjournment

The meeting adjourned at 10:15 a.m. The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on FRIDAY, October 9, 2009**, at the OCTA Headquarters.

ATTEST

Wendy Knowles
Clerk of the Board

Peter Buffa
OCTA Chairman



OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization / Request For Payment

Attach copy of the **Travel Worksheet, Registration Forms**, and other pertinent documentation for this claim.
Travel **will not** be processed until all information is received.

CONFERENCE / SEMINAR INFORMATION

Name: Arthur Brown **Job Title:** Director
Department: Board of Directors **Destination:** Vancouver, BC
Program Name: The International Air Rail Organization (IARO) Light Rail Conference

Description / Justification: Director Art Brown will attend and participate at the IARO Light Rail conference where discussions will be held on light rail and light metro systems and this effective means of transportation. This conference will review light rail case studies, airport designs and other areas of this mode of transportation.

COMMENTS

Other- Airport parking and ground transportation
Meal Rate- \$122 per day

Conference / Seminar Date:	Departure Date: 10/18/09	Employee
Payment Due Date:	Return Date: 10/20/09	ID #: 8091

ESTIMATED EXPENDITURES	
Transportation	\$479.30
Meals	\$366.00
Lodging	\$380.00
Registration	\$200.00
Other	\$150.00
Total	\$1,575.30

APPROVALS

Please Sign:

Clerk of the Board

Date

ACCOUNTING CODES

Travel Org. Key: 1120	Object: 7655	Job Key: A0001	JL: RCB
Registration Org. Key: 1120	Object: 7657	Job Key: A0001	JL: QTA
Month: September	FY: 09/10	Board Date: October 9, 2009	T/A: 64



BOARD COMMITTEE TRANSMITTAL

October 9, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: **Amended Cooperative Agreement with the Orange County Council of Governments for SB 375 Planning Requirements**

Executive Committee meeting of October 5, 2009

Present: Chairman Buffa, Vice Chairman Amante, Directors Cavecche, Glaab, Nguyen, Norby, and Pringle
Absent: Director Campbell

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations (reflects a change from staff's recommendation)

- A. Oppose the OCCOG amended SB 375 Planning Requirements Agreement originally approved by the OCTA Board of Directors on July 13, 2009.
- B. Direct staff to forward a letter from the Chairman of the Board of Directors, on behalf of the Orange County Transportation Authority, informing the Orange County Council of Governments that the Authority received recent changes submitted by OCCOG regarding the agreement that was voted on by OCTA in July 2009, but that the revisions now being proposed are not acceptable to OCTA.
- C. Declare the Administrative agreement, which required concurrent adoption of a Senate Bill 375 planning requirement agreement, null and void.

PLEASE NOTE THAT THE COMPLETE AND APPROVED MINUTES FROM THE AUGUST 27, 2009, OCCOG MEETING AND THE 'DRAFT' MINUTES FROM THE SEPTEMBER 24, 2009, OCCOG MEETING (REGARDING THIS ITEM ONLY) ARE ATTACHED FOR YOUR REFERENCE.



**ORANGE COUNTY
COUNCIL OF GOVERNMENTS**

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
September 24, 2009**

DRAFT

CALL TO ORDER

The regular meeting of the Orange County Council of Governments was called to order by Chair Brothers at 10:40 a.m. on Thursday, September 24, 2009, at the Orange County Transportation Authority Headquarters, 600 South Main Street, Conference Room #103/104, Orange, California.

ROLL CALL

BOARD MEMBERS PRESENT

Cheryl Brothers, Chair, District 15 Alternate
Paul Glaab, SCAG – District 12
Phil Tsunoda, District 12 Alternate
Richard Dixon, District 13
Michele Martinez, District 16
John Nielsen, District 17
Leroy Mills, District 18
Bob Hernandez, District 19
Sharon Quirk-Silva, District 21
Gil Coerper, District 64
Bob Ring, Cities At-Large
John Moorlach, County At-Large
Art Brown, OCTA
Bert Hack, TCAs
Peter Herzog, OCD, LOCC
Kristine Thalman, Private Sector

BOARD MEMBERS ABSENT

Mark Waldman, Vice Chair, OCSD
Beth Krom, District 14
Leslie Daigle, District 15
Andy Quach, District 20
John Beauman, District 22
Phil Anthony, ISDOC
Chris Norby, SCAG – County Representative
Bill Campbell, SCAQMD County Representative

VACANT

University Representative

STAFF PRESENT

Kristine L. Murray, Executive Director
David Simpson, Local Government
Andrea West, OCTA Local Government
Jason Silver, OCTA Local Government
Wendy Knowles, OCTA Clerk of the Board
Allison Cheshire, OCTA Deputy Clerk of the Board
Marika Modugno, TAC Chair

PLEDGE OF ALLGIANCE

The pledge of allegiance was led by Board Member Leroy Mills.

PUBLIC COMMENTS

No public comments were offered.

Discussion Items

1. **Amended Cooperative Agreement No. C-9-0497 with the Orange County Transportation Authority for SB 375 Planning Requirements**

Kristine Murray, OCCOG Executive Director, commented that Southern California Association of Governments (SCAG) has opined that it is a local determination as to how OCCOG and OCTA choose to structure any planning requirements.

Ms. Murray provided an overview of SB 375 and commented that the bill allows, but does not require, for subregions to work in a cooperative manner to take subregional delegation and conduct a Sustainable Communities Strategy (SCS). It is entirely up to OCCOG to determine how the agreements are structured with OCTA.

A redlined version of the Cooperative Agreement between OCCOG and OCTA was presented for consideration by the Board. The agreement would require OCTA and OCCOG to jointly adopt the subregional SCS. The amended version also eliminates the requirement of a two-thirds vote by the OCCOG Board of Directors to reject the subregional SCS, as prepared and adopted by the OCTA.

Brian Fisk, Planning and Development Manager, City of Irvine, in reference to a letter submitted by Beth Krom, City of Irvine, outlined Board Member Krom's concerns regarding the Cooperative Agreement.

Board Member Dixon commented that SCAG will not change the SCS and will accept as-is.

Deborah Diep, representing the Center for Demographic Research (CDR), commented that the Southern California Association of Governments Community, Economic and Human Development Committee process was always intended to be collaborative. CDR will work with SCAG in order to not duplicate work performed.

Ms. Murray commented that SCAG is still interested in working with local subregions to conduct an SCS.

Board Member Dixon commented that OCCOG does not have any funds to develop an SCS and would have access to funds when partnered with OCTA. SCAG intends to reimburse those funds as they become available. Member Dixon also commented that OCTA Chairman Peter Buffa feels strongly that a two-thirds vote should be included.

2. (Continued)

Fred Galante, General Counsel, commented that the two-thirds vote would apply to the disapproval of the SCS.

A discussion ensued among Members regarding concern for the ability to assemble enough Members at a meeting to meet a two-thirds vote requirement.

Dennis Wilburg, City of Mission Viejo, commented that the agreement does not make the decision on whether or not OCCOG accepts delegation.

Chair Brothers commented that once the work plan is drawn, all questions and comments will be addressed, and it is likely that no one will be pleased with the plan, but the it needs to be fair, equitable, and compliant.

Ms. Murray reiterated that the administrative services agreement is contingent upon concurrent adoption of the SCS planning agreement.

Board Member Glaab expressed concern with eliminating the two-thirds vote requirement.

Board Member Herzog commented that a majority vote by members should be adequate and expressed concern that a two-thirds vote defeats the cooperative process.

Will Kempton, OCTA Chief Executive Officer, commented that a number of members of the OCTA Board of Directors have concern with the SCS planning agreements and its tie to the administrative services agreement.

Ms. Murray commented that the grant federal money was included in SAFETEA-LU through an earmark that OCTA helped to procure, and OCTA is the only authorized federal grant recipient in the County. The funds are to be used for regional planning in the County and will be used for that purpose regardless of whether or not an agreement between OCTA and OCCOG is reached. OCTA would need to receive the funds on behalf of OCCOG, regardless of who is administering the SCS.

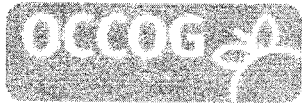
A motion was made by Board Member Glaab, seconded by Board Member Hernandez, to include the two-thirds vote requirement language. Member Coerper voted in agreement to the motion. Members Brothers, Brown, Dixon, Hack, Moorlach, Nielsen, Quirk-Silva, and Ring voted in opposition to the motion.

2. (Continued)

A substitute motion was made by Board Member Martinez, seconded by Board Member Mills, and declared passed by those present, to authorize the Chair to approve the cooperative agreement between Orange County Transportation Authority and the Orange County Council of Governments for SB 375 Planning Requirements as presented.

Members Brothers, Brown, Dixon, Hack, Moorlach, Nielsen, Quirk-Silva, and Ring, voted in support of the motion.

Members Coerper, Glaab, and Hernandez, voted in opposition to this item.



**ORANGE COUNTY
COUNCIL OF GOVERNMENTS**

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
August 27, 2009**

CALL TO ORDER

The regular meeting of the Orange County Council of Governments was called to order by Chair Brothers at 10:33 a.m. on Thursday, August 27, 2009, at the Orange County Transportation Authority Headquarters, 600 South Main Street, Conference Room #103/104, Orange, California.

ROLL CALL

BOARD MEMBERS PRESENT

Cheryl Brothers, Chair, District 15 Alternate
Mark Waldman, Vice-Chair, OCSD
Phil Tsunoda, District 12 Alternate
Richard Dixon, District 13
Beth Krom, District 14
Leroy Mills, District 18
Sharon Quirk-Silva, District 21
Gil Coerper, District 64
Bob Ring, Cities At-Large
John Moorlach, County At-Large
Phil Anthony, ISDOC
Peter Herzog, OCD, LOCC
Art Brown, OCTA
Bill Campbell, SCAQMD County Rep.
Michelle Martinez, SCAG, District 16
Bob Hernandez, SCAG District 19
Bert Hack, TCAs
Kristine Thalman, Private Sector
Bryan Starr, Private Sector Alternate

BOARD MEMBERS ABSENT

Paul Glaab, SCAG – District 12
Christina Shea, District 14 Alternate
John Nielsen, District 17
Andy Quach, District 20
John Beauman, District 22
Chris Norby, SCAG-County Rep

VACANT

University Representative

STAFF PRESENT

Kristine L. Murray, Executive Director
David Simpson, Local Government
Andrea West, OCTA Local Government
Jason Silver, OCTA Local Government
Wendy Knowles, OCTA Clerk of the Board
Laurena Weinert, OCTA Ass't Clerk of the Board
Marika Modugno, TAC Chair

PLEDGE OF ALLGIANCE

The pledge of allegiance was led by Chair Brothers.

PUBLIC COMMENTS

No public comments were offered.

CONSENT CALENDAR

Chair Brothers stated that all matters on the Consent Calendar would be approved in one motion unless a Board Member or a member of the public requested separate discussion or action on a specific item.

1. **Approval of Minutes for the June 25, 2009, Meeting of the OCCOG Board of Directors**

A motion made by Board Member Moorlach, seconded by Board Member Waldman, and declared passed by those present, to approve the minutes of the regular meeting of June 25, 2009.

Board Member Coerper abstained from voting on this item.

DISCUSSION ITEMS

2. **Final Approval of Cooperative Agreement with the Orange County Transportation Authority for SB 375 Planning Requirements**

Chair Brothers opened the floor for a motion or discussion on this item, and a motion was made by Board Member Brown and seconded by Board Member Ring to approve the recommended action. A lengthy discussion on this item followed.

Board Member Herzog inquired as to the status of a work plan, and Kristine L. Murray, OCTA, responded that preliminary effort has begun, and a work plan would be developed once the Joint Powers Agreements (JPAs) are approved by all cities and an agreement with SCAG was negotiated on subregional delegation of the SCS.

Board Member Quirk-Silva asked for clarification on the agreement, and Ms. Murray summarized the document for the Board, as well as what has occurred on SB 375 planning requirements recently, including having been approved by the OCTA Board of Directors. In addition, by-laws changes adopted by this Board at the last meeting have been sent to the cities; 25 cities have approved those changes to date.

Board Member Krom inquired as to what the accountabilities and processes are and if there will be a statement of intention. She also inquired as to who will determine if the agreement meets the necessary conformity standards.

Chair Brothers responded that the Air Resources Board (ARB) would determine if the SCS submitted by SCAG for the full region meets the targets set by ARB. The OCCOG Board previously determined that it is in its best interest to work toward drafting its own plan for Orange County and because it is a Council of Governments, it has the authority to do that. If the Board chooses not to do that, SCAG and/or the state of California will write the plan; it was the consensus that rather than that take place, the OCCOG Board would craft its own plan, which could be mutually worked on by the cities in the County and OCTA.

2. (Continued)

Board Member Krom opined that a full staff report was not provided which would define the pro's and con's of this agreement, who is participating, who has ultimate decision-making authority, etc.

Chair Brothers stated that several details were discussed at prior OCCOG meetings, and the past Interim Executive Director, Dennis Wilberg, worked with OCTA staff and crafted this agreement. Chair Brothers responded that in the agreement, roles were designated and noted this agreement is not a work plan. She stated that while OCTA will work on the transportation portion of a Sustainable Communities Strategy (SCS), the OCCOG would work collaboratively with OCTA to craft the land-use component which OCCOG will be discussing and approving.

Board Member Dixon stated that in July 2009, the OCTA Board of Directors voted to link the agreement for administrative duties to commence upon execution by both parties and after approval of the agreement regarding SB 375. He expressed his dissatisfaction with this action to link this item with the administrative duties for OCCOG and stated his desire was to have these two issues "unlinked." He further expressed his desire for a way to be found to manage a cooperative working arrangement between OCTA and OCCOG.

Chair Brothers stated that OCCOG should routinely and periodically approve portions or drafts of this document so that by the time a final document is proposed, it would be understood that it is jointly-approved by both Boards and developed with thorough collaboration by OCTA and OCCOG.

Ms. Murray informed Members that the SCAG guidelines to which Board Member Dixon referred are draft guidelines being prepared and due to be finalized in November. She further stated that there is a possibility that OCCOG could negotiate independently with SCAG, and she underscored that nothing is finalized at this juncture. Additionally, she stated that the purpose of OCTA taking on the administrative responsibilities included a concurrent action to adopt an SCS planning requirement agreement

Board Member Krom stated that she is uncomfortable with the minimum number of people required for approval or disapproval. She also stated that she felt the earlier discussions regarding SB 375 should be reconciled, and expressed her concern for achieving a balanced plan. She requested that a comprehensive staff report be provided, as well as an affirmative statement with which all can concur, and that the process is designed to bring the group to an affirmative conclusion.

Board Member Campbell agreed with Board Member Krom's statement regarding the two-thirds vote requirement and agreed a comprehensive staff report should be provided. He indicated it is his belief that there are three issues: who is responsible for the transportation plan; who is responsible for the demographic data; and who is responsible for housing/land-use plans.

2. (Continued)

Board Member Quirk-Silva inquired if setting up a new committee to be engaged in this process would be helpful, or would the past by-laws committee work on this?

Vice Chair Waldman responded that part of what was covered working on the by-laws was an acknowledgment that Mission Viejo wanted to transfer responsibility for OCCOG, and that consideration would be given to a transition time as a new body took over the responsibility for the administrative duties for the Committee.

OCTA Board Member and Anaheim Mayor, Curt Pringle, asked to address the Committee and stated he was surprised to see this level of discussion at this point in time because of the collaborative discussions that had already taken place, and that those discussions included establishing a form of a management agreement with OCCOG. He stated that it was an OCTA Board policy that tied these two issues together: the first piece was providing staffing for OCCOG; the second piece was the SB 375 planning agreement, and that agreement had been under negotiation and discussion for the past 3-4 months.

Mayor Pringle stated that when this agreement came before the OCTA Executive Committee, there were items that OCTA Members were told were added by OCCOG. OCTA did not feel some of those were acceptable modifications, and a subcommittee of OCTA and OCCOG Members met to discuss those differences. After those differences were discussed, this is the document which came forward, and OCTA was told the document was under the direction and supportable by OCCOG leadership and legal counsel and, therefore, was adopted by the OCTA Executive Committee and Board.

Mayor Pringle further stated that SCAG is aware of this process, and there has never been a challenge voiced to date, and he has asked SCAG to comment if they believe there is a problem.

Further discussion followed, and Chair Brothers read an e-mail message from former Interim Executive Director, Dennis Wilberg, which stated that he had concerns regarding language in the final planning agreement. Chair Brothers stated that it is hoped that Mr. Wilberg will be able to attend the September OCCOG meeting.

Board Member Thalman expressed concern for the timeline on this item and inquired as to who is responsible for amendments and if amendments would need to go back through OCTA.

Discussion followed regarding the timeline involved, and Ms. Murray informed Members that the RTAC is scheduled to make recommendations to the Air Resources Board at the end of September. SCAG is planning to use November to finalize guidelines; a final decision to take SCS subregional delegation is required in December. Therefore, there is some time available, although any changes made would need to go back through OCTA Board of Directors for approval, as well.

2. (Continued)

A substitute motion was made by Board Member Brown, seconded by Board Member Ring, and declared passed by those present, to continue this matter and return to the next OCCOG Board meeting for additional discussion on the issues in question.

Directors Brown, Campbell, and Hernandez voted in opposition to this motion.

3. Appointment of Orange County Council of Governments' Executive Director

A motion made by Board Member Anthony, seconded by Board Member Coerper, and declared passed by those present, to approve the appointment of Kristine L. Murray, OCTA, as the OCCOG Executive Director.

4. Support SB 696 (Wright) Emission Reduction Credits

Lisa Ball, Senior Public Information Specialist, South Coast Air Quality Management District (AQMD), provided an update to Members on this legislation and stated that on August 26, the item went to the Senate and passed 7-0; to get it to pass through Environmental Quality, 'power plants' were removed from the language.

A motion made by Board Member Coerper, seconded by Board Member Anthony, and declared passed by those present, to support SB 696 and authorize Chair Brothers to forward support letters as appropriate.

5. Update on CDR Data Release/City Review

Deborah Diep, Center for Demographic Research (CDR), provided an update on this item and stated that the data has been provided to cities. The deadline for input is September 4, 2009.

No action was taken on this receive and file item.

REPORTS

6. Report from OCCOG Board Chair

As part of the OCCOG Board Chair Report, Chair Brothers:

- Reminded Members to name an alternate for their position if they have not yet already done so;
- Requested that in the event that meeting absences are foreseen, Members should notify their alternate in time to get agenda materials and make plans to attend the meeting;



October 5, 2009

To: Executive Committee

From: Will Kempton, Chief Executive Officer

Subject: Amended Cooperative Agreement with the Orange County Council of Governments for SB 375 Planning Requirements

Overview

On September 24, 2009, the Orange County Council of Governments took action to amend the cooperative agreement with the Orange County Transportation Authority required to establish roles, responsibilities, and financial commitments associated with SB 375 planning requirements. The original agreement was unanimously approved by the Orange County Transportation Authority Board of Directors on July 13, 2009, along with a cooperative agreement for administrative services of the Orange County Council of Governments.

Recommendation

Provide direction pertaining to an amended Cooperative Agreement No.C-9-0497 with the Orange County Council of Governments to establish roles, responsibilities, and financial commitments for the preparation of a sustainable communities strategy and if necessary, an alternative planning strategy for the subregional area of Orange County in compliance with SB 375 planning requirements; Including direction on the Cooperative Agreement for Administrative Services No. C-9-0496 – unanimously adopted by both boards – which is dependent on concurrent adoption of the SB 375 Planning Requirements Agreement.

Discussion

The Orange County Council of Governments (OCCOG) is a joint powers agency comprised of a voluntary advisory association of member local governments and agencies in Orange County. The purpose of OCCOG is to 1) serve as the Southern California Association of Governments (SCAG) subregional organization that represents Orange County on mandated and non-mandated SCAG regional planning activities; 2) develop and adopt

Orange County projections that serve as Orange County's official growth forecast for local, area wide, and regional planning; and 3) serve as a vehicle for cooperative planning for activities and issues of interest to the OCCOG member agencies.

The enactment of SB 375 (Chapter 728, Statutes of 2008) provided for subregional councils of governments in the SCAG region to work with their respective county transportation commissions to develop land use/transportation strategies to meet greenhouse gas reduction targets. This legislation presented a unique opportunity for Orange County Transportation Authority (OCTA) and OCCOG staffs to discuss compliance with SB 375 along with administrative responsibilities for the OCCOG.

Cooperative Agreement for Administrative Services

After several months of negotiations earlier this year, OCTA and the OCCOG Board Members and staff agreed to terms for the administration of OCCOG contingent upon development and approval of a concurrent agreement specifying the respective roles and responsibilities in complying with the provisions of SB 375. Cooperative Agreement No. C-9-0496 (Attachment A) identifies the roles and responsibilities for each agency for administration of the OCCOG.

This agreement was approved by the OCCOG Board of Directors (Board) on June 25, 2009, and the OCTA Board of Directors on July 13, 2009. It authorized OCTA to provide for the administration of the OCCOG including providing a meeting location; preparation of agendas, staff reports, and minutes for the OCCOG Board of Directors meetings; distribution and posting of meeting notices and meeting materials; management of election of SCAG Regional Council/OCCOG Board of Directors; management of financial requirements; invoicing and collection of dues from member agencies and payments from Orange County cities for OCCOG's sponsorship of the Center for Demographic Research (CDR); and maintenance and storage of records.

OCTA will also assist with the administration of the OCCOG Technical Advisory Committee. In order to provide these administrative services and in compliance with the laws governing joint powers agencies, OCTA is also required to provide an executive director, clerk of the board, treasurer, and auditor/controller either through direct staff and/or consultant support. The OCCOG executive director, or his/her designee, will also serve as the OCCOG subregional coordinator to SCAG and represent OCCOG on the SCAG Plans and Programs Technical Advisory Committee.

The executive director's activities include preparing for and attending OCCOG Board meetings and the SCAG subregional coordinators meetings. The clerk of the board activities include the labor costs for general services and information systems to prepare the meeting rooms, the clerk of the board's office to compile and post the agenda, a deputy clerk of the board to attend meetings, take and transcribe minutes, finalize resolutions, and processing other legally required documents, and assist in the elections process. The treasurer's and auditor/controller's activities include the processing of invoices for dues and payments for the CDR, receipt and processing of receivables and payables, balancing of accounts, preparation of financial statements, and managing the financial audit. Support staff will assist in monitoring areas of interest, assist in the preparation of staff reports as needed, and will manage the election of SCAG Regional Council/OCCOG Board of Directors.

The technical support costs provide for a consultant to review material, provide recommendations, and attend the various SCAG related meetings as well as address other specialized issues such as land use and housing. Technical support services have been estimated at 50 hours per month.

The annual cost of OCTA staff resources (calculated using only salaries and benefits), technical support, legal counsel, and the financial audit is estimated at \$196,070.54. With membership dues covering \$172,799.65 of the cost, OCTA would be providing \$23,270.89 of in-kind services. If the OCTA staff resources were calculated using a fully burdened rate, the estimated cost to provide the administration of OCCOG would be \$219,664.01. This estimate does not include calculations for the staff resources that will be committed to the development of the Sustainable Communities Strategy (SCS). Those costs will be calculated for the Board once an agreement to conduct the SCS has been negotiated with SCAG and a full work plan for the development of the SCS is prepared for approval by the OCTA and OCCOG Boards.

Cooperative Agreement for SB 375 Planning Requirements

A joint responsibility identified in Cooperative Agreement No. C-9-0496 was to "develop and approve concurrent with the Administrative Services Agreement a separate agreement between the entities specifying their respective roles and responsibilities in complying with the provisions of SB 375 (Chapter 728, 2008 laws)." SB 375 authorizes a subregional council of governments and the county transportation commissions in the SCAG region to work together to propose the SCS and an alternative planning strategy (APS), if needed. SCAG would be required to include the subregional SCS within its regional SCS to the extent that it is consistent with existing state and federal law, and approve the APS if consistent with SB 375. SB 375 also authorizes SCAG to develop and

adopt a framework for the subregional SCS and APS to address the intraregional land use, transportation, economic, air quality, and climate policy relationships. SCAG has requested the subregions to notify them by December 2009, if they intend to develop and submit a subregional SCS and APS if needed.

Following several months of negotiations between OCTA and OCCOG Board Members and staff, an initial SB 375 planning requirements agreement was submitted to both Boards for approval, Cooperative Agreement No. C-9-0497 (Attachment B) to identify the roles and responsibilities of each entity. This agreement was adopted by the OCTA Board, along with the cooperative agreement for administrative services, on July 13, 2009. The original agreement defined the responsibilities of each agency should the Boards of Directors of OCTA and the OCCOG decide to prepare a subregional SCS and APS, if needed. OCTA is responsible for the preparation and adoption of the long-range transportation plan for Orange County and would also be responsible for the preparation, in consultation with OCCOG, and adoption of the SCS as it is now a requirement of the regional transportation plan. The original agreement also provided that the OCCOG could, by a two-thirds vote of its Board of Directors, reject the subregional SCS.

On August 27, 2009, the OCCOG Board considered for approval the cooperative agreement for SB 375 planning requirements. However, following a lengthy discussion and significant concerns raised by OCCOG members, action on the cooperative agreement was deferred to the next OCCOG Board meeting.

Following its August board meeting, members of the OCCOG bylaws committee convened and met with OCCOG counsel and OCTA staff to discuss the concerns raised by the OCCOG members. An amended agreement was drafted to address those concerns and presented to a small group of OCTA Board members and staff. Following both meetings, the amended agreement (Attachment C) was approved by the OCCOG Board at its September 24, 2009, Board meeting with direction to take the amended cooperative agreement to the OCTA Board for approval.

The primary concerns raised by OCCOG resulting in the item's deferral and ultimate amendments are outlined below:

1. The cooperative agreement needed to clarify that there would be joint approval of the SCS, and if needed APS, by the OCTA and OCCOG Boards.
2. Additional language was needed to provide OCCOG an opportunity to review and make adjustments to the final subregional SCS, and if needed APS, prior to submitting it to OCTA for final approval and ultimately to SCAG.
3. Strong agreement that the language providing a "two-thirds veto clause" in the agreement must be eliminated.

Summary

OCCOG at its September 24, 2009, board meeting, amended the cooperative agreement with OCTA to establish roles, responsibilities, and financial commitments associated with SB 375 planning requirements. The amended agreement is being brought back to the OCTA Board for further consideration and action.

Attachments

- A. Cooperative Agreement No. C-9-0496 Between Orange County Transportation Authority and Orange County Council of Governments for Administrative Services
- B. Cooperative Agreement No. C-9-0497 Between Orange County Transportation Authority and Orange County Council of Governments for SB 375 Planning Requirements
- C. Amended (redlined) Cooperative Agreement No. C-9-0497 Between Orange County Transportation Authority and Orange County Council of Governments for SB 375 Planning Requirements

Prepared by:



Kristine Murray
Executive Director of Government
Relations
(714) 560-5908

COOPERATIVE AGREEMENT NO. C-9-0496

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

ORANGE COUNTY COUNCIL OF GOVERNMENTS

FOR

ADMINISTRATIVE SERVICES

THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), is effective this _____ day of _____, 2009, by and between the Orange County Transportation Authority ("AUTHORITY"), a public corporation of the State of California and the Orange County Council of Governments ("OCCOG"), a public joint powers entity of the State of California.

RECITALS:

WHEREAS, OCCOG has requested AUTHORITY to provide staff to administer the functions and activities of OCCOG; and

WHEREAS, AUTHORITY is willing to accept responsibility for the administration of OCCOG functions and activities as provided in this Agreement.

WHEREAS, AUTHORITY's Board of Directors approved this Agreement on July 13, 2009.

NOW THEREFORE, it is mutually understood and agreed by AUTHORITY and OCCOG as follows:

ARTICLE 1. RESPONSIBILITIES OF OCCOG

A. Make available to AUTHORITY all records in the possession of OCCOG and its consultants as may regard any matter within the jurisdiction of OCCOG and as may be required for AUTHORITY to perform its duties under this Agreement.

B. Provide legal counsel to advise and represent OCCOG.

C. Appoint an OCCOG representative to the Center for Demographic Research ("CDR").

/

1 D. Pursue the adoption by OCCOG member agencies of annual membership dues in the
2 amount approved by the OCCOG Board to pay for the administrative services provided by
3 AUTHORITY as well as the activities and programs of OCCOG.

4 E. Upon OCCOG member agencies' approval of an amended Joint Powers Agreement
5 requiring the member agencies to pay dues to the OCCOG in amounts as approved by the OCCOG
6 Board, pay AUTHORITY the sum of \$141,000 per year for the services provided by AUTHORITY.
7 Twenty-five percent (25%) of this sum shall be paid to AUTHORITY on the first day of each quarter
8 (first day of July, October, January and April), commencing July 1, 2009.

9 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

10 A. Provide administrative services to OCCOG consistent with and subject to the
11 OCCOG Joint Powers Agreement, Bylaws and other formally adopted policies, contracts and
12 applicable regulations, with the understanding that the AUTHORITY'S policies and procedures for
13 procurements and grant management shall govern all services provided by AUTHORITY pursuant to
14 this Agreement.

15 B. Assume responsibility for the administration of OCCOG, including providing meeting
16 sites; administration of the OCCOG Board of Directors and the OCCOG Technical Advisory
17 Committee; conduct elections of the Southern California Association of Governments ("SCAG")
18 Regional Council/OCCOG Board of Directors; preparation of agendas, staff reports and minutes;
19 distribution and posting of meeting notices and meeting materials; conduct of OCCOG financial
20 requirements pursuant to the OCCOG Bylaws and Caltrans pre-award audit determinations;
21 invoicing and collection of payments from Orange County cities for OCCOG's sponsorship of the
22 CDR; invoicing and collection of payments from member agencies for OCCOG dues; and
23 maintenance and storage of records.

24 C. Provide staff and/or contract for consultant support for OCCOG to carry out its
25 responsibilities, including the designation of:

26 /

- (1) OCCOG Executive Director, subject to the approval of OCCOG Board of Directors;
- (2) Clerk of the OCCOG Board;
- (3) OCCOG Treasurer;
- (4) OCCOG Auditor/Controller.

D. Responsibilities of the OCCOG Executive Director (or his/her designee) shall be as specified in the OCCOG Bylaws, and shall also include the following:

- (1) OCCOG Subregional Coordinator to the SCAG; and
- (2) OCCOG representative to the SCAG Plans and Programs Technical Advisory Committee.

ARTICLE 3. JOINT RESPONSIBILITIES OF OCCOG AND AUTHORITY

A. Develop and adopt a work plan for Fiscal Year 2009-10 and 2010-11 to comply with the responsibilities of each entity. The work plan shall identify the tasks, staffing, costs, schedules, necessary services and deliverables, and shall assign financial and policy responsibilities for each entity.

B. Each entity to maintain a sponsor membership with the CDR and use the CDR for demographic forecasts.

C. Develop and approve concurrent with this Administrative Services Agreement a separate Agreement between the entities specifying their respective roles and responsibilities in complying with the provisions of SB 375 (Chapter 728, 2008 laws).

D. AUTHORITY and/or OCCOG may elect to participate in additional regional monitoring and planning activities outside of those covered by this Agreement. In that case, each entity may independently support those activities with monetary and resources other than those specified in this Agreement.

/

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1 **ARTICLE 4. PRE-EXISTING CIRCUMSTANCES**

2 OCCOG hereby discloses, in general terms, that OCCOG is currently the subject of regular
 3 and/or special audits by one or more sources of funds. AUTHORITY will assist OCCOG in its efforts
 4 to complete the audits and develop a beneficial remedial program to respond to any required
 5 programmatic modifications. The OCCOG hereby represents and acknowledges that these pre-
 6 existing conditions are not directly or indirectly, related to any action or failure to act of
 7 AUTHORITY'S and that, if AUTHORITY cannot achieve a remedy suitable to all interested parties,
 8 AUTHORITY will not be deemed to have any fault or responsibility for such conclusion.

9 **ARTICLE 5. INDEMNIFICATION**

10 A. OCCOG shall defend, indemnify, and hold harmless the AUTHORITY, its officers,
 11 directors, agents, and employees, from all liability, claims, losses and demands, including defense
 12 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of
 13 the acts or omissions of OCCOG, its officers, directors, agents, or employees, in the performance of
 14 this Agreement.

15 B. AUTHORITY shall defend, indemnify, and hold harmless the OCCOG, its officers,
 16 directors, agents, and employees, from all liability, claims, losses and demands, including defense
 17 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of
 18 the acts or omissions of AUTHORITY, its officers, directors, agents, or employees, in the
 19 performance of this Agreement.

20 **ARTICLE 6. ASSIGNMENT**

21 AUTHORITY shall not assign the performance of this Agreement, nor any part thereof, nor
 22 any monies due hereunder, without prior written consent of OCCOG.

23 **ARTICLE 7. TERM OF AGREEMENT**

24 This Agreement shall commence upon execution by both parties and approval by both
 25 parties of a separate agreement regarding SB 375 planning requirements, and shall continue in full
 26 force and effect through June 30, 2013, unless terminated earlier by any party. The term may be

1 extended by mutual consent; for a period of time agreed upon in writing between the parties.
2 AUTHORITY or OCCOG may terminate this Agreement, without cause, by delivering written notice
3 of termination to the other party not less than one hundred twenty (120) calendar days before the
4 date of termination. Upon the date of termination each party shall, at no cost to the other party,
5 make available all equipment, materials, documents or records in their possession to the party that
6 requests the same.

7 **ARTICLE 8. ENTIRE AGREEMENT**

8 This Agreement contains the entire understanding between the parties relating to the
9 obligations of the parties described in this Agreement. All prior or contemporaneous agreements,
10 understandings, representations and statements, oral or written, are merged into this Agreement
11 and shall be of no further force or effect. Each party is entering into this Agreement based solely
12 upon the representations set forth herein and upon each party's own independent investigation of
13 any and all facts such party deems material.

14 **ARTICLE 9. AUTHORITY TO EXECUTE THIS AGREEMENT**

15 The person or persons executing this Agreement warrant and represent that he or she has
16 the authority to execute this Agreement on behalf of their principal and has the authority to bind such
17 party to the performance of its obligations hereunder.

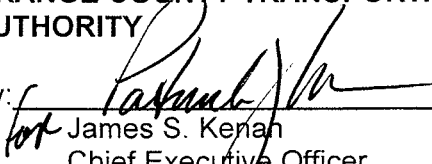
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the
2 day and year written below.

3 **ORANGE COUNTY COUNCIL OF**
4 **GOVERNMENTS**

ORANGE COUNTY TRANSPORTATION
AUTHORITY

5 By: _____

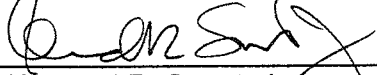
5 By:  _____

6 James S. Kenah
Chief Executive Officer

7 Date: _____

7 Date: 7/14/09

8 APPROVED AS TO FORM:

9 By:  _____

10 Kennard R. Smart, Jr.
General Counsel

11 APPROVED AS TO FORM:

12 By:  _____

11 APPROVAL RECOMMENDED:

12 By:  _____

13 P. Sue Zuhlke
Chief of Staff

14 Date: _____

COOPERATIVE AGREEMENT NO. C-9-0497

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

ORANGE COUNTY COUNCIL OF GOVERNMENTS

FOR

SB 375 PLANNING REQUIREMENTS

THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), is effective this _____ day of _____, 2009, by and between the Orange County Transportation Authority ("AUTHORITY"), a public corporation of the State of California and the Orange County Council of Governments ("OCCOG"), a public joint powers entity of the State of California.

RECITALS:

WHEREAS, SB 375 (Chapter 728, laws of 2008)("SB 375") authorizes, pursuant to Government Code Subsection 65080(b)(2)(C) OCCOG, as a subregional council of governments, and AUTHORITY, as a county transportation commission, to work together to propose a sustainable communities strategy ("SCS") and, if necessary, an alternative planning strategy ("APS") for the subregional area of Orange County; and

WHEREAS, OCCOG and AUTHORITY desire to evaluate and consider a cooperative relationship for the preparation of the SCS and, if necessary, the APS for Orange County.

WHEREAS, AUTHORITY's Board of Directors approved this Agreement on July 13, 2009.

NOW THEREFORE, it is mutually understood and agreed by AUTHORITY and OCCOG as follows:

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/

/

ARTICLE 1. JOINT RESPONSIBILITIES OF OCCOG AND AUTHORITY

A. Develop and adopt an SB 375 work plan for fiscal years (FY) 2009-10 and 2010-11 to comply with the responsibilities of each entity under SB 375. The work plan shall identify the entity tasks, costs, schedules, staffing, necessary professional services, and deliverables and shall assign financial and policy responsibilities for each entity.

B. Contract with a demographic consultant to develop demographic forecasts that will be utilized for the development of the SCS for greenhouse gas emissions reduction (and which, by statute, will also be used to allocate the subregion's Regional Housing Need Allocation); and, further, to develop additional forecasts for the preparation of an APS, if necessary.

ARTICLE 2. PREPARATION OF SCS AND, IF NECESSARY, PREPARATION OF APS FOR ORANGE COUNTY

A. OCCOG and AUTHORITY shall decide, by a majority vote of each party's Board of Directors, whether to prepare a subregional SCS, and if necessary, a subregional APS for Orange County. This decision shall be made after review and consideration of the approach and methodology for subregional SCS development established by the Southern California Association of Governments ("SCAG"). The decisions by OCCOG and AUTHORITY shall be prior to the date required by SCAG for such a decision.

B. OCCOG and AUTHORITY recognize that working relationships, approval authority, work tasks and deadlines for SCS and APS development shall be framed by terms and requirements, processes, work products and deliverables that are yet to be established, but shall be in an SB 375 subregional framework with guidelines that will be adopted by SCAG.

C. If OCCOG and AUTHORITY do not agree to develop an Orange County SCS/APS, each entity shall support the use of the Orange County Projections, as prepared by the Center for Demographic Research ("CDR"), for use in the 2012 Regional Transportation Plan; and further, shall secure additional funding for CDR to prepare interim drafts of the Orange County Plan ("OCP") for SCAG's development of the SCS, APS and the Regional Housing Needs Assessment ("RHNA").

1 D. If OCCOG and AUTHORITY agree to develop an Orange County SCS/APS, then the
2 parties agree as follows:

- 3 (1) Work with SCAG to identify a timeline for SCS preparation and submission,
4 and determine if preparation of an APS is necessary;
- 5 (2) Secure additional funding resources for consultant support to produce the SB
6 375 demographic forecasts for development of the SCS/APS, which would
7 include the subregion's RHNA development and allocations. The consultant
8 shall prepare the demographic forecast, with input from local jurisdictions, for
9 the SCS, and APS, if necessary, in consultation with both AUTHORITY and
10 OCCOG;
- 11 (3) AUTHORITY shall prepare a long-range transportation plan for Orange
12 County;
- 13 (4) OCCOG shall review and approve the Orange County Projections developed
14 by the demographics consultant;
- 15 (5) AUTHORITY shall use the OCCOG-adopted Orange County Projections to be
16 submitted to SCAG for inclusion into the 2012 Regional Transportation Plan
17 ("RTP");
- 18 (6) AUTHORITY, in consultation and cooperation with OCCOG, shall be
19 responsible for the preparation and shall adopt the subregional SCS and, if
20 necessary, the APS to be proposed to SCAG;
- 21 (i) AUTHORITY shall make a good faith effort to consider and include a
22 summary of all input provided by OCCOG to the SCS or, if necessary,
23 the APS;
- 24 (ii) AUTHORITY shall only use land use scenarios within the SCS that
25 have been approved by the respective cities or the County;

26 /

1 (iii) OCCOG may, by a two-thirds vote of its Board of Directors, reject the
2 subregional SCS and/or the APS prepared and adopted by
3 AUTHORITY, in which event AUTHORITY and OCCOG shall agree to
4 provisions for approval and adoption as established pursuant to the
5 guidelines to be established by SCAG for subregional development of
6 an SCS/APS.

7 (7) OCCOG agrees that the AUTHORITY-adopted subregional SCS and, if
8 necessary, the APS shall be submitted to SCAG as the subregional plan
9 unless it is rejected by a two-thirds vote of its Board of Directors.

10 **ARTICLE 3. REGIONAL HOUSING NEEDS ASSESSMENT**

11 SCAG shall maintain all responsibilities for administering and conducting the state-mandated
12 Regional Housing Needs Assessment and Allocation processes, which are required to be consistent
13 with the adopted 2012 SCS.

14 **ARTICLE 4. REDUCE ORANGE COUNTY CONGESTION ("ROCC") GRANT**

15 Upon authorization from the Federal Transit Administration and/or other approving agencies,
16 OCCOG shall agree to AUTHORITY'S use of ROCC federal planning grant in the amount of
17 approximately \$834,077 for the purpose of implementing the SB 375 work plans for FY 2009-10 and
18 2010-11. Use of the ROCC funds shall be in conformance with all federal and state requirements,
19 including audit and procurement processes.

20 **ARTICLE 5. INDEMNIFICATION**

21 A. OCCOG shall defend, indemnify, and hold harmless the AUTHORITY, its officers,
22 directors, agents, and employees, from all liability, claims, losses and demands, including defense
23 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of
24 the acts or omissions of OCCOG, its officers, directors, agents, or employees, in the performance of
25 the Agreement.

26 /

1 B. AUTHORITY shall defend, indemnify, and hold harmless the OCCOG, its officers,
2 directors, agents, and employees, from all liability, claims, losses and demands, including defense
3 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of
4 the acts or omissions of AUTHORITY, its officers, directors, agents, or employees, in the
5 performance of the Agreement.

6 **ARTICLE 6. ASSIGNMENT**

7 AUTHORITY shall not assign the performance of this Agreement, nor any part thereof, nor
8 any monies due hereunder, without prior written consent of OCCOG.

9 **ARTICLE 7. TERM OF AGREEMENT**

10 This Agreement shall commence upon execution by both parties and shall continue in full
11 force and effect through June 30, 2011, unless terminated earlier by any party. The term may be
12 extended by mutual consent; for a period of time agreed upon in writing between the parties.
13 AUTHORITY or OCCOG may terminate this Agreement, without cause, by delivering written notice
14 of termination to the other party not less than one hundred twenty (120) calendar days before the
15 date of termination. Upon the date of termination each party shall, at no cost to the other party,
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23 upon the representations set forth herein and upon each party's own independent investigation of
24 any and all facts such party deems material.

25 /

26 /

ARTICLE 9. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement warrant and represent that he or she has the authority to execute this Agreement on behalf of their principal and has the authority to bind such party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: 

James S. Kenan
Chief Executive Officer

Date: _____

Date: 7/14/09

APPROVED AS TO FORM:


By: 

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

By: 

APPROVAL RECOMMENDED:

By: 

P. Sue Zuhke
Chief of Staff

Date: _____

1 **AMENDED (REDLINED) COOPERATIVE AGREEMENT NO. C-9-0497**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **ORANGE COUNTY COUNCIL OF GOVERNMENTS**

6 **FOR**

7 **SB 375 PLANNING REQUIREMENTS**

8 **THIS AGREEMENT** (hereinafter referred to as "AGREEMENT"), is effective this _____ day
9 of _____, 2009, by and between the Orange County Transportation Authority
10 ("AUTHORITY"), a public corporation of the State of California and the Orange County Council of
11 Governments ("OCCOG"), a public joint powers entity of the State of California.

12 **RECITALS:**

13 **WHEREAS**, SB 375 (Chapter 728, laws of 2008)("SB 375") authorizes, pursuant to
14 Government Code Subsection 65080(b)(2)(C) OCCOG, as a subregional council of governments,
15 and AUTHORITY, as a county transportation commission, to work together to propose a sustainable
16 communities strategy ("SCS") and, if necessary, an alternative planning strategy ("APS") for the
17 subregional area of Orange County; and

18 **WHEREAS**, OCCOG and AUTHORITY desire to evaluate and consider a cooperative
19 relationship for the preparation of the SCS and, if necessary, the APS for Orange County.

20 **WHEREAS**, AUTHORITY's Board of Directors approved this Agreement on July 13, 2009.

21 **NOW THEREFORE**, it is mutually understood and agreed by AUTHORITY and OCCOG as
22 follows:

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24 /
25 /
26 /

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B. Contract with a demographic consultant to develop demographic forecasts that will be utilized for the development of the SCS for greenhouse gas emissions reduction (and which, by statute, will also be used to allocate the subregion's Regional Housing Need Allocation); and, further, to develop additional forecasts for the preparation of an APS, if necessary.

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A. OCCOG and AUTHORITY shall decide, by a majority vote of each party's Board of Directors, whether to prepare a subregional SCS, and if necessary, a subregional APS for Orange County. This decision shall be made after review and consideration of the approach and methodology for subregional SCS development established by the Southern California Association of Governments ("SCAG"). The decisions by OCCOG and AUTHORITY shall be prior to the date required by SCAG for such a decision.

B. OCCOG and AUTHORITY recognize that working relationships, approval authority, work tasks and deadlines for SCS and APS development shall be framed by terms and requirements, processes, work products and deliverables that are yet to be established, but shall be in an SB 375 subregional framework with guidelines that will be adopted by SCAG.

C. If OCCOG and AUTHORITY do not agree to develop an Orange County SCS/APS, each entity shall support the use of the Orange County Projections, as prepared by the Center for Demographic Research ("CDR"), for use in the 2012 Regional Transportation Plan; and further, shall secure additional funding for CDR to prepare interim drafts of the Orange County Plan ("OCP") for SCAG's development of the SCS, APS and the Regional Housing Needs Assessment ("RHNA").

1 D. If OCCOG and AUTHORITY agree to develop an Orange County SCS/APS, then the
2 parties agree as follows:

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4 and determine if preparation of an APS is necessary;
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6 375 demographic forecasts for development of the SCS/APS, which would
7 include the subregion's RHNA development and allocations. The consultant
8 shall prepare the demographic forecast, with input from local jurisdictions, for
9 the SCS, and APS, if necessary, in consultation with both AUTHORITY and
10 OCCOG;
- 11 (3) AUTHORITY shall prepare a long-range transportation plan for Orange
12 County;
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- 15 (5) AUTHORITY shall use the OCCOG-adopted Orange County Projections to be
16 submitted to SCAG for inclusion into the 2012 Regional Transportation Plan
17 ("RTP");
- 18 (6) AUTHORITY in consultation and cooperation with OCCOG, shall be
19 responsible for the preparation and shall jointly adopt the subregional SCS
20 and, if necessary, the APS to be proposed to SCAG;
- 21 (i) AUTHORITY shall make a good faith effort to consider and include a
22 summary of all input provided by OCCOG to the SCS or, if necessary,
23 the APS;
- 24 (ii) AUTHORITY shall only use land use scenarios within the SCS that
25 have been approved by the respective cities or the County;
- 26

~~(iii) OCCOG may, by a two-thirds vote of its Board of Directors, reject the subregional SCS and/or the APS prepared and adopted by AUTHORITY, in which event AUTHORITY and OCCOG shall agree to provisions for approval and adoption as established pursuant to the guidelines to be established by SCAG for subregional development of an SCS/APS.~~

(7) The OCCOG Board shall review and approve a final draft subregional SCS before presenting such final draft to the AUTHORITY Board. Thereafter, the OCCOG Board shall review and vote on any changes made to such final draft subregional SCS by the AUTHORITY Board.

(8) Following the process set forth in subsection D(7) above, OCCOG agrees that the AUTHORITY-adopted subregional SCS and, if necessary, the APS shall be submitted to SCAG as the subregional plan. unless it is rejected by a two-thirds vote of its Board of Directors.

ARTICLE 3. REGIONAL HOUSING NEEDS ASSESSMENT

SCAG shall maintain all responsibilities for administering and conducting the state-mandated Regional Housing Needs Assessment and Allocation processes, which are required to be consistent with the adopted 2012 SCS.

ARTICLE 4. REDUCE ORANGE COUNTY CONGESTION ("ROCC") GRANT

Upon authorization from the Federal Transit Administration and/or other approving agencies, OCCOG shall agree to AUTHORITY'S use of ROCC federal planning grant in the amount of approximately \$834,077 for the purpose of implementing the SB 375 work plans for FY 2009-10 and 2010-11. Use of the ROCC funds shall be in conformance with all federal and state requirements, including audit and procurement processes.

1 **ARTICLE 5. INDEMNIFICATION**

2 A. OCCOG shall defend, indemnify, and hold harmless the AUTHORITY, its officers,
3 directors, agents, and employees, from all liability, claims, losses and demands, including defense
4 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of
5 the acts or omissions of OCCOG, its officers, directors, agents, or employees, in the performance of
6 the Agreement.

7
8 B. AUTHORITY shall defend, indemnify, and hold harmless the OCCOG, its officers,
9 directors, agents, and employees, from all liability, claims, losses and demands, including defense
10 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of
11 the acts or omissions of AUTHORITY, its officers, directors, agents, or employees, in the
12 performance of the Agreement.

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15 any monies due hereunder, without prior written consent of OCCOG.

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The person or persons executing this Agreement warrant and represent that he or she has the authority to execute this Agreement on behalf of their principal and has the authority to bind such party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Cheryl Brothers
OCCOG Chair

By: _____
Will Kempton
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Fred Galante
OCCOG Counsel

By: _____
Kennard R. Smart, Jr.
General Counsel



MEMO

October 7, 2009

To: Members of the Board of Directors
From: ^{Wk} Wendy Knowles, Clerk of the Board
Subject: **Board Committee Transmittal for Agenda Item**

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

Thank you.



October 8, 2009

To: Transit Committee

From: Will Kempton, Chief Executive Officer 

Subject: Amendment to Agreement No. C-5-2927 with Cingular Wireless for Call Box Digital Wireless Service

Overview

On March 27, 2006, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-2927 with Cingular Wireless, now AT&T Mobility, to provide digital wireless service to support the Orange County Service Authority for Freeway Emergencies call box system for a four and one-half-year period. An amendment is required to provide continuous service through the term of the agreement ending on December 31, 2010.

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-5-2927 between the Orange County Transportation Authority and AT&T Mobility, in an amount not to exceed \$75,000, for digital wireless service to support the Orange County Service Authority for Freeway Emergencies call box system, bringing the total contract value to \$375,000.

Discussion

Currently, the Orange County Service Authority for Freeway Emergencies (OCSAFE) is responsible for operating and maintaining approximately 635 call boxes located on freeways and state highways throughout Orange County. On March 27, 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved Agreement No. C-5-2927 with Cingular Wireless, now AT&T Mobility, to provide digital wireless service for the call boxes. At that time, OCSAFE operated and maintained approximately 1,200 call boxes utilizing analog cellular service. Due to federal regulatory relief authorizing cellular providers to cease providing analog service, it was necessary to convert the call boxes from analog cellular service to digital cellular service.

On May 23, 2005, the OCTA Board authorized a reduction in the number of call boxes by placing the call boxes at the maximum spacing of one-half mile apart in accordance with the California Highway Patrol's (CHP) and California Department of Transportation's (Caltrans) Call Box and Motorist Aid Guidelines. At the time the Board approved Agreement No. C-5-2927, it was anticipated that the number of call boxes would have been reduced prior to June 30, 2006, and the system would be converted from analog to digital. Several SAFEs in California were also converting their systems to digital and equipment for the replacement call boxes had to be back ordered. As a result, the call box reduction and conversion to digital service took place over a 10-month period concluding in April 2007.

During the time period from June 28, 2006, when the agreement was executed and April 2007, when the call box numbers were reduced and completely converted to digital service, analog service continued. However, the contract for analog cellular service had expired and the project manager charged the costs of the analog cellular service against Agreement No. C-5-2927. The total cost for analog service charged to this contract was \$96,179.05. Also during that time period, OCSAFE gradually began paying for digital service as call boxes were replaced. It does not appear, however, that the corresponding analog service was cancelled.

Excluding the cost of analog service charged to this agreement, the average monthly cost for the digital wireless service has been about \$5,640, which exceeds the estimated cost of \$5,000 per month when the contract was issued. Upon investigation, it was discovered that OCSAFE was paying for digital service for 755 call boxes. In addition to the 635 call boxes operated on freeways and certain state highways, call boxes have been located at the bus bases, park-and-ride lots, and transit centers. Additionally, there are 31 call boxes located on Rancho Santiago Community College District (RSCCD) campuses. RSCCD reimburses OCSAFE for the full cost of digital service and has its own maintenance contract for repairs and service. There were also 72 digital cellular phone numbers associated with call boxes that no longer exist but notification was not provided to AT&T Mobility to remove these numbers from service. These numbers have now been removed from service.

Under the contract, each call box line costs \$5.94 per month plus surcharges, taxes, and fees for usage up to 60 minutes. Each additional minute over 60 minutes is charged at \$0.40 per minute. Of the call boxes located at bus bases, park and ride lots, and transit centers, 10 call boxes were set up on a special rate plan to allow for higher usage. These 10 call boxes share 3,000 minutes at a cost of \$29.74 each plus surcharges, taxes, and fees per month. These call boxes are generally used by the coach operators to report issues

directly to Central Communications. The Transit Division is investigating the need for the call boxes. To maintain the plan, Amendment No. 1 also needs to address this additional rate structure.

By eliminating the extra cell numbers from the billing, the monthly average is approximately \$5,000. The remaining balance in the contract is \$5,823.45; therefore, to operate the call boxes through the term of the contract, December 31, 2010, an additional \$75,000 contract authority is necessary. This would bring the total contract value to \$375,000.

Staff is in the process of developing another call box reduction plan. Further reduction to the call box system will require a waiver from both Caltrans and CHP. Moreover, additional detail in order to be successful in being granted a waiver will take some time to compile. Information needed for the waiver includes the location of each proposed call box to be eliminated, the terrain in the area, the distance to the nearest public service area where assistance can be obtained, spacing of remaining call boxes, and call volume of each individual call box. Once the plan is prepared, CHP and Caltrans have a 60-day review period. The procurement of a consultant, the preparation of the reduction plan and approval by the OCTA Board, and the review by CHP and Caltrans may take up to nine months. Should OCSAFE be able to begin reducing the number of call boxes in the system prior to the expiration of Agreement No. C-5-2927, the monthly cost of the service will also be reduced.

Procurement Approach

The agreement for cellular services with Cingular Wireless (AT&T Mobility) was approved on March 27, 2006 for a four and one-half-year term. This procurement was originally handled in accordance with OCTA's procedures for technical and professional services. The agreement was awarded on a competitive basis.

The additional contract authority of \$75,000 was calculated using the monthly average cost of services through the end of the contract term, including additional call time over 60 minutes. This amount includes digital service for call boxes currently in service.

Fiscal Impact

The project was approved in the OCTA's Fiscal Year 2009-10 Budget, Executive Office Division, Account 0013-7641-AC310-AW2, and is funded through the Service Authority for Freeway Emergencies.

Summary

Based on the information provided, staff recommends approval of Amendment No. 1, in the amount of \$75,000, to Agreement No. C-5-2927 with Cingular Wireless (AT&T Mobility) for digital wireless services to support the call box program through December 31, 2010.

Attachment

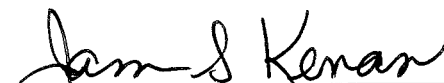
- A. Agreement No. C-5-2927 Fact Sheet, Cingular Wireless (AT&T Mobility)

Prepared by:

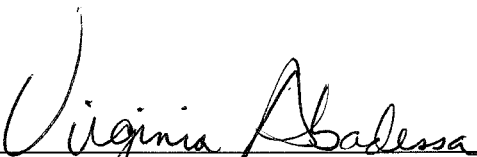


P. Sue Zuhlke
Director of Motorist Services &
Special Projects
(714) 560-5574

Approved by:



James S. Kenan
Deputy Chief Executive Officer
(714) 560-5678



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

Agreement No. C-5-2927 Fact Sheet

Cingular Wireless (AT&T Mobility)

1. March 27, 2006, Agreement No. C-5-2927, approved by the Board of Directors.
 - Provide digital wireless service to support the Orange County Service Authority for Freeway Emergencies call box system through December 31, 2010.
2. October 9, 2009, Amendment No. 1 to Agreement No. C-5-2927, \$75,000, pending Board of Directors approval.
 - Provide additional contract authority to continue digital wireless service in support of the call box system.
 - Provide a new rate structure for 10 call boxes to share 3,000 minutes at a rate of \$29.74 per call box per month plus surcharges, taxes, and fees.
 - Change the name of the contractor to AT&T Mobility.

Total committed to AT&T Mobility after approval of Amendment No. 1 to Agreement No. C-5-2927 will be: \$375,000.



October 9, 2009

To: Members of the Board of Directors

From: Will Kempton, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Preparation of Project Study Report Equivalents for Five At-Grade Rail-Highway Crossings Along the Orange County Portion of the Los Angeles – San Diego – San Luis Obispo Rail Corridor

Overview

The Orange County Transportation Authority has developed a draft request for proposals to retain consultant services to prepare a project study report equivalent for each of the five at-grade rail-highway crossings along the Orange County portion of the Los Angeles – San Diego – San Luis Obispo rail corridor. The draft procurement documents are presented for the Board of Directors' review and approval.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-0769 for selection of consultant services.
- B. Approve the release of Request for Proposals 9-0769 for consultant services to prepare a project study report equivalent for each of the five at-grade rail-highway crossings along the Los Angeles – San Diego – San Luis Obispo rail corridor.

Discussion

The Orange County Transportation Authority (OCTA) Board of Directors (Board) has supported the need to eliminate at-grade rail-highway grade crossings (grade crossings) where feasible in order to reduce vehicular delays and congestion.

In 2008, on average, 55 trains per day operated on the OCTA-owned Orange Subdivision and 18 trains per day operated on the Olive Subdivision. The future growth in rail service will lead to more traffic delays, which can be alleviated by

Approval to Release Request for Proposals for Preparation of Project Study Report Equivalents for Five At-Grade Rail-Highway Crossings Along the Orange County Portion of the Los Angeles – San Diego – San Luis Obispo Rail Corridor

Page 2

railroad grade separations. Funding and constructing railroad grade separations has become an important transportation priority for heavily congested areas such as Orange County. OCTA is currently advancing a \$417 million grade separation program in the Burlington Northern Santa Fe Railroad corridor. As part of the Board-adopted Renewed Measure M Early Action Plan, staff was directed to begin project development of five additional grade separation projects in Orange County.

On February 23, 2009, staff presented a report to the Board summarizing the strategy for setting priorities among the 51 grade crossings along the Los Angeles – San Diego – San Luis Obispo (LOSSAN) rail corridor within Orange County and along the Olive Subdivision.

Pursuant to Board direction, the preliminary ranking list was circulated to cities for review and comment. On April 10, 2009, OCTA staff received comments from cities. In addition to the Section 190 Program criteria (delay analysis, physical condition, average daily traffic volumes of each grade crossing), information received from each city was incorporated into the selection criteria used to select projects to proceed into project development.

Based upon the Board's approval on August 24, 2009, the top five grade crossings to begin the formal project development process are as follows:

- Ball Road, City of Anaheim
- Main Street, City of Orange
- Orangethorpe Avenue, City of Anaheim
- 17th Street, City of Santa Ana
- Grand Avenue, City of Santa Ana

The project development process will commence with the preparation of a project study report equivalent (PSRE), which will include preliminary engineering, refined cost estimates, and a cost-effectiveness analysis for the selected grade crossings.

OCTA is seeking consultant assistance for the preparation of a PSRE for each of the five grade crossings along the LOSSAN rail corridor. The PSREs will provide a range of alternatives that would be further considered in future project reports and associated environmental documents, which will qualify the projects for future state and federal funding.

Procurement Approach

OCTA's 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 hereby submitting for Board approval the evaluation criteria and weights, and requesting authorization for release of the RFP. The following evaluation criteria and weights will be used to evaluate proposals received in response to the RFP:

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

The evaluation criteria are consistent with criteria developed for similar Architectural and Engineering (A&E) procurements. Several factors were considered in developing the criteria weights. Staff proposes giving the highest level of importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are of most importance to the timely delivery of the project. Likewise, staff assigned a high level of importance to the work plan since technical approach and understanding of the project is critical to the successful performance of the project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

Fiscal Impact

This project was approved in OCTA's Fiscal Year 2009-10 Budget, Rail Programs Division, Account 0017-7519-TR201P6M, and is funded with Renewed Measure M funds.

Summary

The Board is requested to approve the evaluation criteria and weightings, and to approve the RFP for consultant services to prepare a PSREs for each of the five grade crossings along the LOSSAN rail corridor.

**Approval to Release Request for Proposals for Preparation
of Project Study Report Equivalents for Five At-Grade
Rail-Highway Crossings Along the Orange County Portion of
the Los Angeles – San Diego – San Luis Obispo Rail Corridor**

Page 4

Attachment

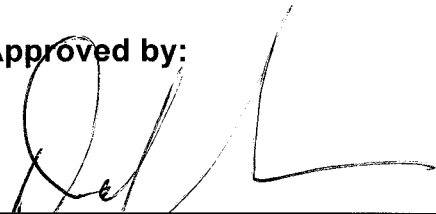
- A. Request for Proposals (RFP) 9-0769 – Project Study Report Equivalents for Five Railroad Grade Crossings Along the Orange County Portion of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor

Prepared by:

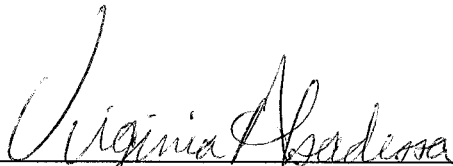


Mary Toutouchi
Project Manager
(714) 560-5833

Approved by:



Darrell Johnson
Executive Director, Rail Programs
(714) 560-5343



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

REQUEST FOR PROPOSALS (RFP) 9-0769

**Project Study Report Equivalents for Five Railroad Grade Crossings Along
the Orange County Portion of the Los Angeles – San Diego – San Luis
Obispo (LOSSAN) Rail Corridor**



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

Key RFP Dates

Issue Date:	October 12, 2009
Pre-Proposal Conference Date:	October 20, 2009
Question Submittal Date:	October 29, 2009
Proposal Submittal Date:	November 4, 2009
Interview Date:	December 9-10, 2009

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CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP9-0769: Project Study Report Equivalents for Five
LOSSAN Corridor Grade Separation Projects**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to prepare the project study report equivalent for the following five individual grade separation project sites along the Los Angeles – San Diego - San Luis Obispo Rail Corridor:

- Orangethorpe Avenue, City of Anaheim
- Ball Road, City of Anaheim
- 17th Street, City of Santa Ana
- Main Street, City of Orange
- Grand Avenue, City of Santa Ana

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on November 4, 2009.

Proposals delivered in person or by means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: John Mathis, Senior Contracts Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: John Mathis, Senior Contracts Administrator**

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

Firms interested in obtaining a copy of this Request for Proposals (RFP) 9-0769 may do so by faxing their request to (714) 560-5792, or e-mail your

request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 9-0769

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive website. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 9-0769, firms 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:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Architectural & Engineering Design
Professional Services	Traffic Planning Consulting Engineering - Civil Engineering - Traffic Impact Studies - Environmental

A pre-proposal conference will be held on October 20, 2009 at 10:15 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103. All prospective Offerors are encouraged to attend 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 9-10, 2009** as the date to conduct interviews. All prospective Offeror's 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.

The Offeror 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.

Sincerely,

John Mathis
Senior Contracts Administrator

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on October 20, 2009 at 10:15 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103. All prospective Offerors are strongly encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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. Offeror's shall acknowledge receipt of addenda in their proposals.

D. AUTHORITY CONTACT

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

John Mathis, Senior Contracts Administrator
Contracts Administration and Materials Management Department
600 South Main Street, P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5478, Fax: 714.560.5792, or E-Mail: jmathis@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 E.2 below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter, which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., October 29, 2009.
- 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 and to "John Mathis, Senior Contracts Administrator".
- 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 Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: John Mathis, Senior Contracts Administrator e-mail address is jmathis@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than November 2, 2009. Offerors may download responses from CAMMNET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to John Mathis, Senior Contracts Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Architectural & Engineering Design
Professional Services	Traffic Planning Consulting
	Engineering - Civil
	Engineering - Traffic
	Impact Studies - Environmental

Inquiries received after October 29, 2009, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on November 4, 2009

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

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: John Mathis, Senior Contracts Administrator**

Proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: John Mathis, Senior Contracts Administrator**

Firms must obtain a visitor badge from the Receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

3. Identification of Proposals

Offeror shall submit an **original and six (6) copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**“RFP 9-0769:Project Study Report Equivalents for Five LOSSAN
Corridor Grade Separation Projects”**

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the Authority are public information and must be made available to any person upon request.
- e. 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 Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work included in this RFP as Section V.

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. The 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, CAA 92868 and are available to any interested party on request.

M. CONFLICT OF INTEREST

All Offerors responding to this Request For Proposals 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.

N. CODE OF CONDUCT

CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference

is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

SECTION II

PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT AND FORMS

A. TWO PART PROPOSAL FORMAT AND CONTENT – PART ONE

1. Presentation

Proposals shall be typed, with 12 pt font, single spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. **Proposals should be sectioned into two parts.**

Part one shall contain the Qualifications of the Firm and Staffing/Project Organization. Part one should not exceed thirty (30) pages in length, excluding any appendices, tabs, and table of contents.

Part two shall contain the Work Plan, or information that is unique to each project site. Each project site being proposed shall be added as a separate subsection to part two. Each subsection should not exceed twenty (20) pages in length, excluding any appendices, and tabs.

2. Identification of Part One of Proposals

Offeror shall submit its proposal bearing the Offeror's name and clearly marked as follows:

**"RFP 9-0769:Project Study Report Equivalents for Five LOSSAN
Corridor Grade Separation Projects"**

Each project site subsection shall be clearly marked as follows:

**"RFP 9-0769 Part Two - _____" (insert street, i.e.
Orangethorpe Avenue)**

3. Letter of Transmittal

The Letter of Transmittal shall be addressed to John Mathis, Senior 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. Include name, title, 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 persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment 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.

4. Technical Proposal – Part One

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 the same or similar nature; Demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the Authority or elsewhere.

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; number of employees.
- (2) Provide a general description of the firm's financial condition, 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) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) Provide as a minimum of three (3) references should be provided. Furnish the name, title, address and telephone number 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 that will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) 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, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (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.

5. Technical Proposal – Part Two

a. Work Plan

Offeror shall provide a narrative that addresses the Scope of Work and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach and work plan for completing the tasks specified in the Scope of Work. 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 in the firm would perform them.
- (3) Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- (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 during 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.

b. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Section IV. Proposed Agreement.

6. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in this 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.

7. 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.

DRAFT

B. FORMS**1. Party and Participant Disclosure Forms**

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 Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed forms as part of its proposal and it should be included in only **part one of the original** proposal. The form entitled "Party Disclosure Form" must be completed by the prime consultant and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the date of proposal submittal up and until the Board takes action, which is currently scheduled for February 8, 2010.

2. Status of Past and Present Contracts Form

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information 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 **part one of the original** proposal.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received. Part One evaluation scores shall be tallied with Part Two evaluation scores for each individual project site. The combined evaluation will be based on the following criteria:

1. Qualifications of the Firm (Part One) 25 %

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

2. Staffing and Project Organization (Part One) 40 %

Qualifications of project staff, particularly "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.

3. Work Plan (Part Two) 35 %

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals for this RFP. The evaluation committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals. Each member of the evaluation committee will then evaluate each proposal using the criteria identified in Section III. A. to arrive at a "proposal score" for each combined proposal per project site. Based on the combined proposal scores per project site, a list of Offeror's within a competitive range will be developed based upon the totals of each committee member's score for each combined proposal. During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 9-10, 2009 as the date to conduct interviews. All prospective Offerors will be 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 consideration. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the Offeror's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will rank proposals per project site proposed and will recommend to the appropriate Board Committee, the Offeror(s) with the highest ranking per project site. The Board Committee(s) will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to request a cost proposal for each project site from the selected Offeror and 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 selected Offeror may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Offeror may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission of the BAFO will be stipulated.

The Authority intends to award five separate contracts, one per project site. However, 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 an audit of its financial records to confirm its financial stability and the Offeror's accounting system.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMNET regarding the Offeror who was awarded the contract. Such notification shall be made within three (3) days of contract award.

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 it must be received by the Authority within three (3) days of notification of the award of contract.

SECTION IV

PROPOSED AGREEMENT

1 **AGREEMENT NO. C-9-0769**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 20____, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), and , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to prepare the project study
12 report equivalent for the grade separation project along the Los Angeles – San Diego - San Luis Obispo
13 (LOSSAN) Rail Corridor at _____ in the City of _____; and

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

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

17 **WHEREAS**, CONSULTANT wishes to perform these services;

18 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on _____;

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

21 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

Functions

19
20
21
22
23 C. No person named in paragraph B of this Article, or his/her successor approved by
24 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
25 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
26 Should the services of any key person become no longer available to CONSULTANT, the resume and

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon execution by both parties, and shall continue in full force
 8 and effect through December 31, 2010, unless earlier terminated or extended as provided in this
 9 Agreement.

10 **ARTICLE 5. PAYMENT**

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

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

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	
2	Field Survey and Data Collection	.00
3	Traffic Survey and Forecast	.00
4	Right-of-Way Survey	.00
5	Utility Survey	.00
6	Conceptual Geotechnical Investigation	.00
7	Conceptual Hydraulics and Hydrology Study	.00

1	8	Constraints Analysis	.00
2	9	Environmental Checklist	.00
3	10	Alternatives Analysis and Structural Type Selection	.00
4	11	Complete Conceptual Drawings and Cost Estimates	.00
5	12	Produce and Distribute Final Report	<u>.00</u>
6		TOTAL FIRM FIXED PRICE PAYMENT	.00

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

17 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
18 under this Agreement, AUTHORITY shall retain five percent (5%) of the amount of each invoice
19 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and
20 shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless
21 AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement.
22 If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
23 days of completion of such audit in an amount reflecting any adjustment required by such audit.

24 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
25 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the
26 monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment

1 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include
2 the following information:

- 3 1. Agreement No. C-9-0769;
- 4 2. Specify the task number for which payment is being requested;
- 5 3. The time period covered by the invoice;
- 6 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
7 retention;
- 8 5. Monthly Progress Report;
- 9 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
10 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
11 backup information included with the invoice is true, complete and correct in all material respects; c) All
12 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
13 be made to subcontractors and suppliers from the proceeds of the payments covered by the
14 certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold
15 or retain from a subcontractor or supplier unless so identified on the invoice.
- 16 7. Any other information as agreed or requested by AUTHORITY to substantiate the
17 validity of an invoice.

18 **ARTICLE 6. MAXIMUM OBLIGATION**

19 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
20 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
21 obligation for CONSULTANT's profit) shall be Dollars (\$0.00) which shall include all amounts payable to
22 CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of,
23 this Agreement.

24 **ARTICLE 7. NOTICES**

25 All notices hereunder and communications regarding the interpretation of the terms of this
26 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing

1 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid
2 and addressed as follows:

3 To CONSULTANT:

To AUTHORITY:

4 Orange County Transportation Authority

5 550 South Main Street

6 P.O. Box 14184

7 Orange, CA 92863-1584

8 ATTENTION:

ATTENTION: John Mathis, Senior Contracts

9 Administrator

10 (714) 560 – 5478

11 **ARTICLE 8. INDEPENDENT CONTRACTOR**

12 CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an
13 independent contractor. CONSULTANT's personnel performing services under this Agreement shall at
14 all times be under CONSULTANT's exclusive direction and control and shall be employees of
15 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
16 other amounts due its employees in connection with this Agreement and shall be responsible for all
17 reports and obligations respecting them, such as social security, income tax withholding, unemployment
18 compensation, workers' compensation and similar matters.

19 **ARTICLE 9. INSURANCE**

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

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

26 /

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

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

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

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

7 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
8 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
9 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
10 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
11 agents designated as additional insured on the general and automobile liability. Such insurance shall
12 be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

13 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
14 Number C-9-0769; and, the Contract Administrator's Name, John Mathis, Senior Contracts
15 Administrator.

16 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
17 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this
18 Agreement.

19 **ARTICLE 10. ORDER OF PRECEDENCE**

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

24 **ARTICLE 11. CHANGES**

25 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
26 make changes in the general scope of this Agreement, including, but not limited to, the services

1 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work
2 suspension or change causes an increase or decrease in the price of this Agreement, or in the time
3 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
4 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
5 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
6 CONSULTANT from proceeding immediately with the agreement as changed.

7 **ARTICLE 12. DISPUTES**

8 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
9 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
10 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
11 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
12 decision of the Director, CAMM, shall be final and conclusive.

13 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact
14 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by
15 such official or his representative or board is alleged, provided, however, that any such decision shall
16 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous
17 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
18 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and
19 to offer evidence in support of its appeal.

20 C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
21 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
22 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
23 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
24 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
25 settled in accordance with the laws of the state of California.

26 /

1 /
2 **ARTICLE 13. TERMINATION**

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

8 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state
9 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
10 makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates
11 any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar
12 days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs
13 incurred by AUTHORITY as a result of such default including, but not limited to, procurement costs of
14 the same or similar services defaulted by CONSULTANT under this Agreement.

15 **ARTICLE 14. INDEMNIFICATION**

16 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
17 employees and agents from and against any and all claims (including attorneys' fees and reasonable
18 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
19 to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
20 CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection
21 with or arising out of the performance of this Agreement.

22 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

1 terms and conditions of this Agreement.

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

8 **Subcontractor Name/Addresses**

Subcontractor Amounts

9 .00

10 .00

11 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

12 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to
13 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems
14 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
15 with generally accepted accounting principles and shall clearly identify and make such items readily
16 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
17 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records
18 directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15
19 of this Agreement. Consultant shall permit any of the foregoing parties to reproduce documents by any
20 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

21 **ARTICLE 17. CONFLICT OF INTEREST**

22 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of
23 interest means that due to other activities, relationships or contracts, the CONSULTANT is unable,
24 or potentially unable to render impartial assistance or advice to the Authority; CONSULTANT's
25 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired;
26 or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully

1 disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the
2 CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
3 provision herein. This disclosure requirement is for the entire term of this Agreement.

4 **ARTICLE 18. CODE OF CONDUCT**

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

8 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

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

12 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 21. PROHIBITED INTERESTS**

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

24 **ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

25 A. The originals of all letters, documents, reports and other products and data produced under
26 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made

1 for CONSULTANT's records but shall not be furnished to others without written authorization from
2 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
3 shall be retained by AUTHORITY.

4 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
5 descriptions, and all other written information submitted to CONSULTANT in connection with the
6 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
7 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
8 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
9 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is
10 or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall
11 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
12 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without
13 the express written consent of AUTHORITY.

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

19 **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

20 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
21 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any
22 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
23 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
24 upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and
25 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in
26 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense

1 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim
2 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
3 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
4 combination with other material not provided by CONSULTANT when such use in combination infringes
5 upon an existing U.S. letters patent or copyright.

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

14 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

23 B. It is expressly understood that any title to preliminary technical data is not passed to
24 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
25 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
26 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given

1 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
2 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be
3 negotiated for all preliminary data.

4 **ARTICLE 25. ALCOHOL AND DRUG POLICY**

5 A. CONSULTANT agrees to establish and implement an alcohol and drug program that
6 complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to
7 this Agreement as Exhibit B. CONSULTANT agrees to produce any documentation necessary to
8 establish its compliance with sections 701-707.

9 B. Failure to comply with this Article may result in nonpayment or termination of this
10 Agreement.

11 **ARTICLE 26. FORCE MAJEURE**

12 Either party shall be excused from performing its obligations under this Agreement during the
13 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
14 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
15 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
16 material act or omission by the other party; when satisfactory evidence of such cause is presented to
17 the other party, and provided further that such nonperformance is unforeseeable, beyond the control
18 and is not due to the fault or negligence of the party not performing.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0769 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Darrell Johnson
Executive Director, Rail Programs



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the

grant, even if not paid from grant funds, is also considered to be an employee. Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

SECTION V
SCOPE OF WORK

SECTION V
SCOPE OF WORK

For

**CONSULTING SERVICES TO PREPARE
PROJECT STUDY REPORT EQUIVALENT (PSRE)**

FOR

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO (LOSSAN) RAILROAD
CORRIDOR SEPARATION PROJECTS**

October 12,, 2009

SCOPE OF WORK

Project Study Report Equivalent for Los Angeles-San Diego-San Luis Obispo Rail Corridor Grade Separation Projects

OBJECTIVE

The objective of the proposed Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor grade separation projects is to improve safety of the rail-highway crossings and to address future traffic and circulation issues forecasted for the projects areas, in the cities of Anaheim, Orange and Santa Ana. The projects will include conceptual design of grade separation projects to eliminate the existing at-grade crossings at Orangethorpe Avenue, Ball Road, 17th Street, Maine Street, and Grand Avenue. A Project Study Report Equivalent (PSRE) will be prepared and will serve as the authorizing document for these five grade separation projects.

PROJECT BACKGROUND

The LOSSAN Rail Corridor is one of the busiest, most important rail lines in the United States, and serves a vital function in providing intercity and commuter rail services within and between cities in California's most populous counties. This 127.5-mile segment of the LOSSAN corridor carries intercity passenger rail service, commuter rail service, and freight. The LOSSAN corridor is a major transportation resource in Southern California. It is home to the Pacific Surfliner intercity passenger rail service, provided by Amtrak and sponsored by the California Department of Transportation (Caltrans). The LOSSAN corridor is the second most-heavily traveled passenger rail corridor (outside of the Northeast Corridor between Washington D.C. and Boston). Additionally, the LOSSAN corridor is the only existing rail link between Los Angeles and San Diego.

The Orange County Transportation Authority (Authority) has secured funding to further develop these grade separation projects, including performing the conceptual engineering, preliminary environmental, as well as a right-of-way impact analysis. This Request for Proposals (RFP) is for the feasibility study and evaluation of projects alternatives only. Later phases of these projects will be released under separate RFP's pending the results of this feasibility study. Funding to construct these grade separation projects at these rail-highway crossings has not been secured thus, one purpose of this study and the subsequent design work is to seek grants funds from local, state, and federal sources.

The AUTHORITY is seeking proposals from qualified CONSULTANTS to develop project alternatives, conduct an initial environmental assessment of environmental constraints to the projects and alternatives, and provide conceptual-level design plans for the preferred alternative at the 15% design level for the purposes of determining

project feasibility. The project deliverable for these projects is a (Project Study Report Equivalent (PSRE) in accordance with California Department of Transportation (Caltrans) standards. This study as developed by the selected CONSULTANT shall outline the results of the feasibility study, develop an alternatives analysis, identify findings from the initial environmental assessment, and develop conceptual design plans. All studies, analyses and technical findings related to the projects and the initial environmental assessment shall conform to Caltrans Standard Environmental Reference. The feasibility study should also be completed with guidance from the Federal Highways Procedural Guideline for Highway Feasibility Studies.

The projects study areas include the existing railroad separation projects at Orangethorpe Avenue, Ball Road, 17th Street, Main Street, and Grand Avenue as well as relevant approach streets. The above reference projects are located as follows:

- Orangethorpe Avenue at-grade crossing is located between Raymond Avenue and Lemon Street, in the City of Anaheim
- Ball Road at-grade crossing is located west of State College Boulevard and east of Anaheim Boulevard, in the City of Anaheim
- 17th Street at-grade crossing runs parallel to Lincoln Avenue, west of Linwood Avenue and east of Main Street, in the City of Santa Ana
- MainStreet at-grade crossing is located east of Route 57 in the City of Orange
- Grand Avenue at-grade crossing is located between Chestnut Avenue and McFadden Avenue, in the City of Santa Ana.

Each projects study area shall develop and study impacts for facilities including drainage channels, industrial railroad tracks, power poles, utilities, access roads, ingress/egress locations and any adjoining parcel constraints.

SCOPE OF REQUIRED SERVICES

PROJECT DESCRIPTION

The CONSULTANT will be responsible for accomplishing the following tasks in accordance with all applicable local, state, and federal guidelines and laws, in an organized manner according to a logical sequential process.

Task 1 Project Management

The Authority shall act as the lead agency for these grade separation projects. It is anticipated that primary contact throughout the duration of the projects will be a representative of the Authority's Transit Division. However, these projects are a multi-jurisdictional effort involving numerous agencies, including Caltrans, Metrolink, Amtrak, Burlington Northern Santa Fe (BNSF), Southern California Regional Rail Authority (SCRRA), and the cities of Anaheim, Santa Ana, and Orange. It is expected that the project will proceed under the direction of the Authority, with participation from

these other related agencies as required. The CONSULTANT shall be expected to interface both locally with the Authority's Transit Division representative and other affected agencies as necessary, as well as to participate in discussions and presentations with the wider design team at periodic project milestones. In order to ensure a timely progression of the projects from inception to final deliverables, the following activities should be anticipated as the projects progress:

1.1 Projects Kick-off Meeting

A project kick-off meeting shall be held soon after contract execution (Notice to Proceed) to review project objectives and requirements, receive initial information from agencies, establish communication plan and protocols, and address other issues as necessary to ensure a successful project initiation. Thereafter, meetings that involve Authority, Metrolink, Amtrak, BNSF, SCRRRA, and local agencies shall be conducted regularly, at least once every other month, to discuss progress, general project issues, obtain direction, and to exchange information. Project development team (PDT) meetings shall include corridor cities, Caltrans, Metrolink, BNSF, High Speed Rail Authority, and SCRRRA personnel to ensure satisfactory progress of the work. CONSULTANT design team meetings shall be held as necessary to coordinate design activities, review assignments and progress, and identify issues to be resolved. The CONSULTANT shall prepare exhibits, handouts and attend four public meetings for the project. These meetings may include Committee/Board presentations and other stakeholder meetings.

1.2 PDT Meetings

CONSULTANT shall coordinate and attend PDT meetings with the Authority staff and stakeholders representatives as necessary. Meeting summaries shall be prepared by the CONSULTANT at each meeting and distributed to the project manager and other attendees at each meeting. An Action Item list and a status of project deliverables shall be updated on an ongoing basis and be made available at each PDT meeting.

1.3 Project Schedule

CONSULTANT shall, within 4 weeks of NTP, provide a detailed project baseline schedule, indicating milestones, major activities, and deliverables, to the Authority for review and comment. CONSULTANT shall update the schedule as required. This schedule shall be developed in a manner to meet key milestones required by the AUTHORITY for project delivery.

1.4 Monthly Progress Reports

CONSULTANT shall prepare and submit written progress and earned value reports to record ongoing progress with the projects and to support invoice submitted to the Authority for payment. Report shall include tasks accomplished for the month,

percent complete for key deliverables, deliverables finished, anticipated progress for the next month, pending issues and schedule completion target dates.

1.5 Quality Control

CONSULTANT shall implement a Quality Management Program (QMP) which may be reviewed by the AUTHORITY's Program Managers Quality Assurance Manager to ensure all design calculations, deliverables, and other work are independently verified for accuracy and conformance with QMP. At a minimum, this plan shall identify that Exhibits, plans, calculations, and other deliverables are independently checked, corrected, and back-checked for accuracy and completeness. All Roadway design should be in accordance with applicable design standards and Authority requirements. Railroad and rail bridge conceptual design shall be in accordance to California Public Utilities Commission (CPUC), Metrolink, BNSF, Amtrak, and SCRRA and other applicable standards.

1.6 Project Deliverables and Formats

All work product should be delivered in file or data formats compatible with the Authority systems. Written reports and summaries should be provided in Adobe PDF and Microsoft Word electronic format. Base Maps, including utility, right-of-way, and other investigations should be provided in Adobe PDF format. Underlying data including conceptual design documents shall be provided in InRoads, MicroStation and/or AutoCAD format as requested by AUTHORITY. The Authority preferred data projection and datum is State Plan, North American Datum 1983 (NAD83), California Zone 5. Ten (10) hardcopies of final reports or studies shall be provided for each project milestone.

Task 2 Field Survey and Data Collection

CONSULTANT shall conduct a detailed survey to record existing conditions in the projects study areas. This will include inventory of existing facilities, including but not limited to, roadways and railroad track configurations, irrigation, utilities, drainage, track elevation, and existing land use, including general land parcel information, utility franchise rights identification and other city/railroad right-of-way information. Research and review of status of planned projects with the study areas shall be conducted including identification of future Authority, cities, BNSF, Metrolink, or Caltrans projects that may affect the proposed project geometry, schedule, or implementation..

Deliverables shall include documentation of pertinent project information including photographs, mapping, schematics, field notes, existing studies and any study findings.

Task 3 Traffic Survey and Forecast

CONSULTANT shall gather necessary data to document existing and forecasted traffic conditions in the projects study areas. Data collection shall consist of detailed record of roadway geometry, lane configurations, lane widths, right and left turn pocket storage lengths, driveways, traffic signal phasing and timing, rail crossing configuration and equipment. Traffic counts (including segment Average Daily Traffic tube counts as well as relevant turning movement counts for peak hours) shall be collected to capture existing conditions. Forecast traffic data shall be collected from the Authority, cities of Anaheim and Santa Ana, Metrolink, BNSF, and to represent forecast traffic conditions at the 2025 project horizon year. In addition to vehicle traffic counts, an inventory of transit operations shall be conducted to determine transit usage in the corridor. Future transit conditions shall include any proposed local or regional roadway transit systems that are projected to be operating in the projects study areas. CONSULTANT shall collect data on existing and projected rail traffic, including passenger and freight operations. Forecasted operations of any proposed railroad operations (including any proposed light or heavy rail lines) in the corridor shall be included in the assessment of future conditions. CONSULTANT shall also collect information on vehicle and rail safety and accident information reports for the projects areas.

Deliverables shall include traffic analysis outlining existing and forecasted conditions in the projects area.

Task 4 Right-of-Way Survey

CONSULTANT shall research right-of-way maps and documents for mapping of the existing Authority, cities of Anaheim and Santa Ana, Caltrans, BNSF, and Metrolink railroad right-of-way. In preparing this right-of-way information, CONSULTANT shall acquire and review land record information, including but not limited to, County Assessor Map, Metrolink records, Authority records, subdivision maps and parcel maps, Record of Survey Map, Orange County Flood Control maps, roadway surveys, and grant deeds. Based on record data, CONSULTANT shall prepare a base right-of-way map showing all street and railroad rights-of-way and all private properties within the projects limits.

Product: Right-of-Way survey

Task 5 Utility Survey

CONSULTANT shall perform a utility search for affected utilities in the projects areas. CONSULTANT shall be responsible to contact and communicate with relevant utility companies to gather information on existing and proposed utilities, including but not limited to, water, electric, gas, communication, storm drain, and sewer utilities. As part of this search, CONSULTANT shall include both a field review and review of available as-built drawings, encroachment permits, and utility franchise agreements for the

projects areas. The results of this review shall be a database of utility records indicating type of utility, owner, drawing number, and other relevant information. CONSULTANT shall also prepare a base utilities map of the projects areas showing locations of all existing utilities.

Deliverable shall include Utility Database and Base Map

Task 6 Conceptual Geotechnical Investigation

CONSULTANT shall prepare a preliminary geotechnical review of the projects areas. Existing subsurface information for the projects areas shall be collected, including geologic maps published by the California Division of Mines and Geology, geologic maps published by the United States Geological Survey, and ground water well information. CONSULTANT shall provide seismic and geological hazards that may have a significant impact on the design and construction of the projects.

Deliverables shall include Geotechnical Analysis

Task 7 Conceptual Hydraulics and Hydrology Study

CONSULTANT shall analyze existing drainage systems for their ability to accommodate future design flows in accordance with applicable agency standards including proposed improvements. A Preliminary Hydraulics and Hydrology Study shall be prepared summarizing potential storm water quality impacts and develop options to avoid, reduce, or minimize the potential for storm water quality impacts. CONSULTANT shall ensure that the recommended projects include sufficient right-of-way and budget for required storm water controls and identify projects-specific permanent and temporary measures that may be required to mitigate anticipated impacts. Drainage areas and total disturbed area will be defined, as will climatic conditions, existing drainage site conditions, site permeability, soil texture, existing vegetation (if any), and groundwater.

Deliverable shall include Hydraulics and Hydrology Study

Task 8 Constraints Analysis

CONSULTANT shall prepare an evaluation of site constraints that may limit project design options, including but not limited to, the results of Tasks 2 through 7, the need to maintain ongoing freight and passenger rail operations, and the need to maintain adequate vehicle and transit access on affected arterials.

Deliverables shall include Site Constraints Analysis

Task 9 Environmental Assessment

CONSULTANT shall perform a field review of the areas, and review information discovered in the other studies and investigations required for these projects to develop an environmental checklist for the projects. A preliminary list of potential environmental constraints shall be identified and evaluated, and an assessment of issues for consideration in future project environment assessments shall be prepared.

Deliverables shall include Environmental Checklist , PEAR and ISA .

Task 10 Alternatives Analysis and Structural Type Selection

In cooperation with the Authority staff and representatives of identified project stakeholders, CONSULTANT shall identify all potential project alternatives for each project that satisfy the project need and purpose, and develop initial screening criteria. Consideration of alternatives and criteria should be given to unique construction requirements such as “shoofly” track, California PUC vertical and horizontal track clearances, Metrolink and Authority requirements and criteria, and construction staging requirements. Based on the screening criteria, the CONSULTANT shall work with Authority and stakeholder staff to reach consensus on the alternatives to be carried forward. CONSULTANT shall then develop criteria for evaluating the remaining alternatives and shall consider construction impacts as one factor. The remaining alternatives shall be further refined and evaluated using the evaluation criteria and the results of all studies and investigations carried out in Tasks 2 through 9. To assist in the documentation of comparisons between alternatives, the CONSULTANT shall prepare a matrix of selection criteria and evaluation results for each alternative. Based on the evaluation, the CONSULTANT shall recommend one or more alternatives and include an assessment of potential risks and strategies to mitigate, minimize, or eliminate risks as the recommended project proceeds through design and construction.

Deliverables shall include alternatives recommendation, criteria for evaluation, refined alternatives, matrix of selection criteria, and assessment of alternative risks.

Task 11 Complete Conceptual Drawings and Cost Estimates

CONSULTANT shall prepare conceptual drawings (15% plan level) for the recommended project and prepare feasibility study cost estimates based on the conceptual drawings and other investigations and studies, broken down by major cost elements for environmental, design, right-of-way/utilities, construction, and construction management. Consideration should be given to unique construction requirements such as “shoofly” track and construction staging requirements. Cost estimates shall include assessment of right-of-way requirements for the recommended alternative and a right-of-way cost estimate.

Deliverables shall include Conceptual Drawings and Cost Estimates

Task 12 Produce and Distribute Final Report

Based upon studies, investigations, analyses, work products, and comments derived from the preceding tasks, CONSULTANT shall prepare a final report meeting Caltrans current Project Study Report Equivalent requirements, and following Caltrans Local Assistance Program guidelines. The CONSULTANT shall submit the draft report to the Authority staff and stakeholder representatives for review and comment and based upon comments, prepare a final report.

Deliverables: 1) Draft project report
 2) Final project report

PROJECT SCHEDULE

The Authority has established the following tentative schedule:

- | | | |
|-----|---|---------------|
| 1. | CONSULTANT Notice to Proceed | April 2010 |
| 2. | Field Survey and Data Collection | June 2010 |
| 3. | Traffic Survey and Forecast | June 2010 |
| 4. | Right-of-Way Survey | June 2010 |
| 5. | Utility Survey | June 2010 |
| 6. | Geotechnical Investigation | August 2010 |
| 7. | Hydraulics and Hydrology Study | August 2010 |
| 8. | Constraints Analysis | August 2010 |
| 9. | Environmental Checklist | October 2010 |
| 10. | Alternatives Analysis and Structural Type Selection | December 2010 |
| 11. | Complete Conceptual Drawings and Cost Estimates | April 2011 |
| 12. | Produce and Distribute Final Report | June 2011 |

STATEMENT OF WORK LEVEL 1 SAFETY SPECIFICATIONS

APPLICATION - Level 1 Safety Specifications apply to contracts as determined by the Authority, including subcontracts, with consultants that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor or consultant to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, rail construction sites.

Examples of Level 1 scopes of work may include, but are not limited to, performing engineering, design or oversight tasks, audits or inspections and similar activities.

COMMODITY CODES

Safety specifications for the codes that follow generally apply to contracts that require work on Authority property or Authority controlled projects. Those exempt are generally delivery of parts or materials and some office services.

The following are **generally exempt** from safety specifications: Equipment, Parts, Rental, Supplies, Employment Services

200-1990	5330	5940-5970
2420-2890	5330	6150
5320	5560	

The following generally requires Level 1 Safety Specifications

5920-5930	6410	6580-6700	6760-6770	6950-7100
5980	6550-6560	6715-6740	6790-6930	7120-8680

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority HSEC policies, 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 (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, 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 for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, 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 Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 HAZARD COMMUNICATION

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.3 ACCIDENT INVESTIGATION

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

END OF SECTION

SECTION VI

FORMS

PARTY DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Party 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 Orange County Transportation Authority 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 Party Disclosure Form should be completed and filed with your proposal, or with the first written document, you file or submit after the proceeding commences.

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State Zip Phone

Application or Proceeding
Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Peter Buffa, Chair

Jerry Amante, Vice Chairman

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE**Basic Provisions of Government Code Section 84308**

- A. If you are a participant in a 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 you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the 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 participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. 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.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the

participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

5. 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 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Peter Buffa, Chair

Jerry Amante, Vice Chairman

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror 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) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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

Name _____ Date _____
 Title _____



BOARD COMMITTEE TRANSMITTAL

October 9, 2009

To: Members of the Board of Directors
WK

From: Wendy Knowles, Clerk of the Board

Subject: Agreement for Public Outreach Consultant to Support Right-of-Way, Final Design, and Construction Phases of Grade Separation Projects

Legislative and Communications Committee Meeting of September 17, 2009

Present: Directors Buffa, Cavecche, Dalton, and Mansoor
Absent: Directors Bates, Brown, and Glaab

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-9-0250 between the Orange County Transportation Authority and Arellano Associates, in an amount not to exceed \$610,000 over a four-year term, for comprehensive public outreach services during the right-of-way, final design and construction phases of the five grade separation projects.



September 17, 2009

To: Legislative and Communications Committee

From: Will Kempton, Chief Executive Officer

Subject: Agreement for Public Outreach Consultant to Support Right-of-Way, Final Design, and Construction Phases of Grade Separation Projects

Overview

The Orange County Transportation Authority will serve as the lead agency for five grade separation projects located along the Orangethorpe rail corridor and within the cities of Placentia and/or Fullerton and Anaheim. Consultant services are needed to support the public outreach effort during the right-of-way, final design, and construction phases of these projects. Proposals have been received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-9-0250 between the Orange County Transportation Authority and Arellano Associates, in an amount not exceed \$610,000 over a four-year term, for comprehensive public outreach services during the right-of-way, final design, and construction phases of the grade separation projects.

Background

For several years, the Orange County Transportation Authority (OCTA) has been working together with the cities of Placentia, Fullerton and Anaheim to develop five grade separation projects along the Burlington Northern Santa Fe (BNSF) railroad line.

These grade separation projects are located at:

<u>Rail Crossing</u>	<u>City</u>
Placentia Avenue	Placentia/Fullerton
Kraemer Boulevard	Placentia/Anaheim
Orangethorpe Avenue	Placentia/Anaheim
Tustin Avenue/Rose Drive	Placentia/Anaheim
Lakeview Avenue	Placentia/Anaheim

The long-term purpose of these projects is to improve the quality of life and enhance safe and efficient mobility for Orange County taxpayers/commuters by separating vehicle traffic from growing train traffic at major north-south intersections along the BNSF corridor.

Presently, the City of Placentia is the lead agency and is completing the necessary environmental document for the projects. Once the City of Placentia completes the environmental analysis, including resolving associated legal issues, OCTA will assume responsibility for advancing these projects through final design, right-of-way, and construction. Completion of the environmental analysis phase is estimated for fall/winter 2009.

Last year, the California Transportation Commission (CTC) awarded OCTA the state funding it needs to construct the projects. As a condition for this funding, the CTC has set a goal to have these, as well as other Trade Corridor Improvement Fund projects, under construction by December 2013. Therefore, OCTA needs to retain the professional/outreach consulting services that will help move the projects forward, protect funding, and maintain community awareness and support.

Given the number and complexity of projects, OCTA will require a professional outreach consultant with excellent strategic, tactical and community-based experience, including first-hand experience on transportation projects through the various phases of development. The consultant will be expected to provide support with community-based, business and governmental outreach, as well as assist with the development of traditional and new media communications.

Procurement Approach

This procurement was handled in accordance with OCTA's procedures for professional and technical services. On March 27, 2009, a request for proposal (RFP) was released and sent electronically to 479 firms registered on CAMM NET. The competitive time and expense RFP was advertised in a

newspaper of general circulation on March 27 and March 30, 2009. The budget is \$610,000 for a term of four years. The RFP did not require Board approval prior to release. A pre-proposal conference was held on April 1, 2009, and was attended by 25 firms.

Addenda were issued to post the pre-proposal conference registration sheet, respond to questions, and advise of administrative changes.

The following evaluation criteria and weights were used to evaluate the proposals received:

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

The standard 25 percent for each criterion was not used for this procurement. The weights are consistent with the weights developed for similar professional services for public outreach. The qualifications of the staff and the work plan were the most important factors. Therefore, each of these was weighted at 30 percent. Staffing is critical because staff will provide outreach to cities and audiences affected by the grade separation project. Firms were expected to demonstrate experience in community outreach. The work plan was essential in determining the firm's grasp of the project scope and identifying effective and innovative outreach tactics.

On May 21, 2009, eight proposals were received. An evaluation committee was comprised of staff from Public Communications, Marketing, Strategic Planning, Customer Relations, and Contracts Administration and Materials Management. Four firms scored within a competitive range. These firms are listed in alphabetical order:

Firm and Location

Arellano Associates
Chino, California

Consensus Planning Group
Irvine, California

Faubel Public Affairs
Lake Forest, California

Westbound Communications
Orange, California

On June 18, 2009, the evaluation committee interviewed the four firms. During the interview, each firm presented its proposed project strategy and overview of its public outreach/communications plan. Following their presentations, the firms participated in a question and answer session. Based on the proposal evaluations and interviews, staff recommends Arellano Associates (Arellano) to provide public outreach services for the grade separation projects.

Qualifications of the Firm

All four firms are experienced in providing public outreach services. Arellano demonstrated extensive and relevant experience in providing public outreach services of similar complexity as requested in the RFP. The firm submitted an excellent proposal and had an excellent interview. The firm's team provided comprehensive responses to the interview questions.

Staffing and Project Organization

The proposed project manager and assistant project manager are highly experienced in working on construction and grade separation projects involving outreach to public officials and the community, including at the neighborhood/grass-roots level. The project manager was responsible for San Bernardino Associated Governments' comprehensive public information and safety program during widening of the San Bernardino Freeway (Interstate 10) in Redlands. This outreach program included construction meetings, weekly updates to residents, community presentations as well as city council updates and briefings. Arellano's other projects include organizing public meetings and conducting outreach for highway improvement projects in the preliminary engineering phase. The assistant project manager's outreach experience includes conducting public workshops and developing outreach strategies for projects with local agencies and the California Department of Transportation.

During the interview, the project manager discussed the outreach team's role in building trust and goodwill with the community by working in a cooperative manner, as well as the importance of a collaborative management style with the construction contractors.

Work Plan

The work plan proposed by the four firms conformed to the requirements of the scope of work. Arellano's work plan provided a detailed discussion of each phase of the project – final design, right-of-way and construction – and its relationship to the public outreach process. The firm's approach included creating public awareness and understanding of the grade separations and the underlying benefits, while communicating with and providing valuable information to commuters, stakeholders, and other audiences during construction. The work plan also accounted for special issues and proposed enhancements, such as a crisis communication plan and a construction safety campaign.

During the interview, the firm's team addressed the importance of using a range of outreach tools, including new media as well as traditional means of informing the community.

Cost and Price

Pricing scores are based on a formula which assigns the highest weight of 5.0 to the lowest proposed value, and weighs the remaining proposal prices based on their relation to the lowest price weight. All firms were very competitive, with little difference in total pricing and only \$5,500 between the lowest and highest priced offers. Therefore, all firms received the same weight of 5.0.

Based on the evaluation of the written proposals, team qualifications, work plan, and information obtained from the interviews, it is recommended that Arellano Associates be awarded the contract.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2009-2010 Budget, External Affairs, Account 0017-7519-S0201-PPG and is funded through Renewed Measure M.


Summary

Based on the information provided, staff recommends award of Agreement No. C-9-0250 to Arellano Associates, in the amount of \$610,000 over a four-year term, for comprehensive public outreach services during the

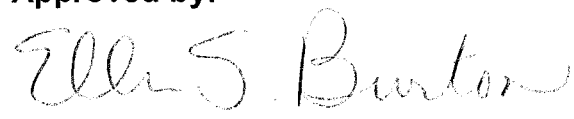
Attachments

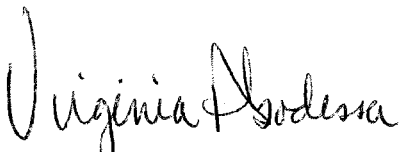
- A. RFP C-9-0250 "Grade Separation Public Outreach" Review of Proposals – Presented to the Legislative and Communications Committee on September 17, 2009
- B. Proposal Evaluation Criteria Matrix Short-List After Interviews RFP C-9-0250 "Grade Separation Public Outreach"
- C. Contract History for the Past Two Years RFP C-9-0250 – "Grade Separation Public Outreach"

Prepared by:


Fernando Chavarria
Community Relations Officer
(714) 560-5306

Approved by:


Ellen S. Burton
Executive Director, External Affairs
(714) 560-5923



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

RFP C-9-0250 "GRADE SEPARATION PUBLIC OUTREACH"

Review of Proposals

PRESENTED TO THE LEGISLATIVE AND COMMUNICATIONS COMMITTEE ON SEPTEMBER 17, 2009

8 proposals were received, 4 firms were interviewed

Overall Ranking	Overall Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Proposed Value
1	84	Arellano Associates Chino, CA	Civic Resources Group James Klein & Associates Sarah Catz Iron Duke Productions	Excellent experience in general and construction outreach. Project Manager has extensive experience with outreach including as SANBAG Public Information Officer. Detailed work plan including Crisis Communication Plan and Safety Campaign. Excellent presentation and answers to interview questions. Second highest proposed value.	\$609,227.00
2	77	Westbound Communications Orange, CA	Toledo Public Relations Lista Design Studio	Good experience with transportation and grade separation community outreach. Project Manager has experience with public relations and community outreach. Work plan included a discussion of quiet zones and rail safety concerns. Good presentation and answers to interview questions. Lowest proposed value.	\$604,490.00
3	76	Consensus Planning Group Irvine, CA	Maria Guerra Associates	Good experience with outreach projects including rail. Project Manager has experience with transportation and rail projects. Good work plan including discussion of all forms of outreach materials. Good presentation and answers to interview questions. Highest proposed value.	\$610,000.00
4	71	Faubel Public Affairs Lake Forest, CA	Sheldon Group EMC Design Dymanic Language Solutions Probolsky Research	Firm has limited construction experience and lacks rail experience. Project Manager experience includes support of Transportation Corridor agencies and local cities. Limited target audience for community outreach. Good interview presentation, but lacked specific answers to some questions. Second lowest proposed value.	\$606,951.00

Evaluation Panel

Public Communications (2)
Marketing (1)
Strategic Planning (1)
Contracts Administration and Materials Management (1)

Proposal Criteria

Qualifications of the Firm
Staffing/Project Organization
Work Plan
Cost and Price

Weight Factor

20%
30%
30%
20%

PROPOSAL EVALUATION CRITERIA MATRIX SHORT-LIST AFTER INTERVIEWS										
RFP C-9-0250 "GRADE SEPARATION PUBLIC OUTREACH"										
ARELLANO ASSOCIATES									Weights	Overall Score
Evaluation Number	1	2	3	4	5					
Qualifications of Firm	4.50	4.50	3.50	4.00	4.00				4	16.40
Staffing/Project Organization	3.50	4.50	4.00	4.00	4.00				6	24.00
Work Plan	4.00	4.00	4.00	4.00	4.00				6	24.00
Cost and Price	5.00	5.00	5.00	5.00	5.00				4	20.00
	83.00	89.00	82.00	84.00	84.00					84
WESTBOUND COMMUNICATIONS										
Evaluation Number	1	2	3	4	5					
Qualifications of Firm	3.50	4.00	3.50	4.00	3.50				4	14.80
Staffing/Project Organization	3.50	4.00	3.50	3.50	3.50				6	21.60
Work Plan	3.00	3.50	3.50	3.00	4.00				6	20.40
Cost and Price	5.00	5.00	5.00	5.00	5.00				4	20.00
	73.00	81.00	76.00	75.00	79.00					77
CONSENSUS PLANNING GROUP										
Evaluation Number	1	2	3	4	5					
Qualifications of Firm	3.50	4.00	3.50	3.50	4.00				4	14.80
Staffing/Project Organization	3.50	3.50	3.50	3.50	3.50				6	21.00
Work Plan	3.50	3.50	3.50	3.00	3.00				6	19.80
Cost and Price	5.00	5.00	5.00	5.00	5.00				4	20.00
	76.00	78.00	76.00	73.00	75.00					76
FAUBEL PUBLIC AFFAIRS										
Evaluation Number	1	2	3	4	5					
Qualifications of Firm	3.00	3.50	3.50	3.00	3.00				4	12.80
Staffing/Project Organization	3.00	3.00	3.50	3.00	3.00				6	18.60
Work Plan	3.00	3.00	3.50	3.50	3.50				6	19.80
Cost and Price	5.00	5.00	5.00	5.00	5.00				4	20.00
	68.00	70.00	76.00	71.00	71.00					71
Scores of non-shortlisted firms ranged 48 to 61.										

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP C-9-0250 - "Grade Separation Public Outreach"

Firm - Prime Only	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
Arellano Associates	C-8-1274	On-call Community Outreach	1/12/2009	12/31/2010	\$100,000
Sub Total					\$100,000
Westbound Communications	C-7-1433	SR-91 Public Outreach	7/3/2008	6/30/2010	\$589,000
Westbound Communications	C-7-1493	SR-57 Public Outreach	6/18/2008	6/30/2011	\$382,175
Sub Total					\$971,175
Consensus Planning Group	C-7-1369	I-405 Public Outreach	7/8/2008	3/31/2011	\$385,000
Sub Total					\$385,000
Faubel Public Affairs	None	No Contracts Awarded	NA	NA	\$0
Sub Total					\$0



MEMO

October 7, 2009

To: Members of the Board of Directors

From: ^{WK}Wendy Knowles, Clerk of the Board

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

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

Thank you.



October 8, 2009

To: Transit Committee
From: Will Kempton, Chief Executive Officer
Subject: Agreement for Bus Stop Maintenance Program

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the continuation of the bus stop maintenance program. This program involves inspecting and servicing each bus stop location on a regular basis and performing maintenance as needed to ensure that each stop is safe, clean, and in good condition for passenger use. Proposals for the bus stop maintenance contract were solicited and received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-8-0728 between the Orange County Transportation Authority and ShelterCLEAN, Inc., for a maximum obligation of \$2,013,113, to provide maintenance at each of the existing 6,575 bus stops located within the Orange County Transportation Authority's service area for a three-year term, with two one-year options.

Discussion

It has been the Orange County Transportation Authority's (Authority) goal for many years to provide safe, clean, and convenient bus stop locations as a way of promoting a positive image of the Authority and to encourage ridership. To achieve this goal, a comprehensive bus stop maintenance program was established and includes three distinct maintenance tasks, which include:

1. Servicing each bus stop location a minimum of once every four weeks as a preventive measure to inspect for safety issues, to identify and make any necessary repairs to the Authority's bus stop sign, post, route information, or mounting hardware.

2. Providing routine scheduled service at high-usage bus stops ("trash hot spots") on a more frequent basis.
3. Issuing miscellaneous work orders on an as-needed basis for unscheduled maintenance and to replace bus stop information cassette inserts during bus service changes.

The "trash hot spot" program started in the late 1980s and has slowly grown over time as additional locations were identified as requiring increased maintenance. The decision to service these locations more frequently was generally made due to increased complaints from the public, property owners, or from the cities. The number of stops and frequency of service has steadily increased over the years from 500 to 2,500 bus stops, and these locations were serviced between one to two times per week.

At the April 13, 2009, Board of Directors (Board) meeting, there was a discussion regarding revising the scope of work for this contract. At that time, the Board decided to phase out the "trash hot spot" program. Effective with the start of a new contract on December 1, 2009, the "trash hot spot" bus stops will be serviced half the number of times compared with the previous year, effectively reducing the cost of this service in half to \$300,000 annually. On December 1, 2010, the program would again be cut in half, reducing the cost to \$150,000 annually. Finally, on December 1, 2011, the "trash hot spot" program would be completely eliminated. Tasks 1 and 3 would continue as described above. The Board based their decision on the fact that the Authority is only responsible for the Authority-owned equipment at the bus stops and a monthly preventive maintenance check of that equipment.

During this discussion, staff was asked to evaluate the possibility of allowing local jurisdictions to purchase trash removal and maintenance service from the Authority under this bus stop maintenance agreement. In response to this request, staff worked with the cities to evaluate the interest in a program of this type. Staff has also worked with the vendor to obtain pricing for this service.

This program would be available to the County of Orange or any city in Orange County in which Authority bus stops are located. The program would allow any jurisdiction to have the same type of service as performed by the Authority's "trash hot spot" program done by the Authority's contractor for bus stop maintenance. The cost is \$7.40 per bus stop per visit. For example, if a city chooses to participate in this program and have 100 bus stops cleaned once per week, the cost would be \$740.00 per week. The Authority and the jurisdiction would enter into a cooperative agreement to bill the jurisdiction for the cost charged by the contractor on a monthly basis. The jurisdiction could choose those bus stops selected for maintenance, frequency of maintenance,

or whether to participate in the program at its discretion. Currently, the Authority anticipates four jurisdictions may participate in this program.

Procurement Approach

On October 27, 2008, staff recommended award of Agreement No. C-8-0728 to ShelterCLEAN, Inc. (ShelterCLEAN) to provide maintenance at each of the existing 6,575 bus stops located within the Authority's service area for a three-year term, with two one-year option terms.

On November 24, 2008, the Board approved a one-year contract extension with ShelterCLEAN in order to evaluate the bus stop maintenance program.

On April 13, 2009, the Board approved a revised scope of work for the bus stop maintenance program which included the phasing out of Task 2, "trash hot spots."

On August 6, 2009, a request for a best and final offer (BAFO) based on the revised scope of work was sent to the two short-listed firms, ShelterCLEAN, and Sureteck Industrial & Commercial Services, Inc. (Sureteck).

On August 11, 2009, a BAFO was received from each of the two short-listed firms. The overall scores after the BAFO for these two firms remained the same as previously evaluated by the evaluation committee. ShelterCLEAN achieved a higher overall score and its proposal was much more advantageous to the Authority.

ShelterCLEAN has provided both bus stop and shelter maintenance for over 20 years throughout Orange and Los Angeles counties. Sureteck had little experience in bus stop sign maintenance and installation. ShelterCLEAN staff is dedicated and highly trained. References showed that they provided outstanding service to each of its clients. Sureteck proposed 30 percent fewer staff to perform the service than ShelterCLEAN. ShelterCLEAN's work plan demonstrates a systematic approach to maintaining each of the existing 6,575 bus stop locations. Sureteck's work plan focused strictly on trash removal and basic cleaning, not maintenance and preventive safety measures.

It is recommended that ShelterCLEAN be considered for award of this contract. ShelterCLEAN has demonstrated a thorough understanding of the project and will provide the reduced trash hot spot services during the term in accordance with Board direction. With the selection of ShelterCLEAN, the Authority's high standards would be met and maintained.

The contract will be for a three-year term with two one-year option terms, for a maximum obligation amount of \$2,013,113, effective December 1, 2009 through November 30, 2012.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-10 Budget, Transit, Maintenance Department, Facilities, Account 2166-7612-D3107-2WM, and is funded through the Local Transportation Fund.

Summary

Staff recommends award of Agreement No. C-8-0728 to ShelterCLEAN, Inc., for a maximum obligation of \$2,013,113, for a three-year period, with two one-year options, to provide maintenance at each of the existing 6,575 bus stop locations within the Authority's service area.


Attachments

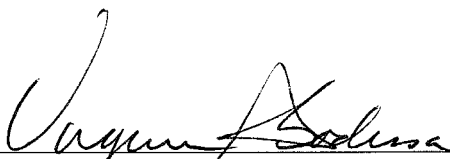
- A. Bus Stop Maintenance Program Review of Proposals RFP 8-0728
- B. Proposal Evaluation Criteria Matrix RFP 8-0728 Bus Stop Maintenance Program
- C. Contract History for the Past Two Years RFP 8-0728 Bus Stop Maintenance Program

Prepared by:

Approved by:


for Ryan Erickson
Manager, Facilities Maintenance
714-560-5897


for Beth McCormick
General Manager, Transit
714-560-5964


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

**Bus Stop Maintenance Program
Review of Proposals RFP 8-0728**

3 proposals were received, 2 firms were short listed. One firm being recommended for award

Overall Ranking	Overall Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Proposed Price
1	85	ShelterCLEAN, Inc. Sun Valley, California	Viking Crane Service	Highest ranked overall proposal. Firm has strong relevant bus stop maintenance experience. Firm has strong experience with public agencies, including Los Angeles County Department of Public Works, Los Angeles Department of Transportation, Metrolink, Irwindale, Lake Forest, and Lancaster. Project manager has strong experience on similar projects. The company has a thorough understanding of the scope of work and project issues.	1st Year \$808,635 2nd Year \$675,806 3rd Year \$528,672
2	74	Sureteck Industrial & Commerical Services, Inc. Ontario, California	Right On Electric	Second highest ranked proposal. Firm has good trash removal and basic cleaning experience, but lacking the bus stop sign maintenance and installation experience. Project manager is knowledgeable of the project. Work plan lacked the project detail demonstrating how the required tasks could be completed. Proposed competitive pricing Firm provides employee medical insurance	1st Year \$558,730 2nd Year \$457,543 3rd Year \$363,502

Evaluation Panel: (5)

Orange County Transportation Authority:
Camm (1)
Bus Operations (1)
Service Planning & Customer Advocacy (1)
Maintenance (2)

Evaluation Criteria

Qualifications of Firm
Staffing & Project Organization
Work Plan
Cost & Price

Weight Factor

20%
15%
35%
30%

**PROPOSAL EVALUATION CRITERIA MATRIX
RFP 8-0728 BUS STOP MAINTENANCE PROGRAM**

SHELTER CLEAN , Inc.						Weights	Overall Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	4.00	5.00	5.00	5.00	5.00	4	19
Staffing & Project Organization	4.00	4.00	5.00	5.00	5.00	3	14
Work Plan	5.00	4.00	5.00	5.00	5.00	7	34
Cost & Price	3.00	3.00	3.00	3.00	3.00	6	18
Overall Score	81.00	78.00	88.00	88.00	88.00		85
SURETECK INDUSTRIAL & COMMERCIAL SERVICES, Inc.						Weights	Overall Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	3.00	3.00	3.00	2.00	2.00	4	10
Staffing & Project Organization	3.00	2.00	3.00	2.00	2.00	3	7
Work Plan	3.00	2.00	3.00	2.00	2.00	7	17
Cost & Price	5.00	5.00	5.00	5.00	5.00	6	30
Overall Subtotal Score	72.00	62.00	72.00	58.00	58.00		64
Medical Insurance (10 points)							10
Total including Insurance Points							74

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 8-0728
Bus Stop Maintenance Program

Firm - Prime Only	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
ShelterCLEAN, Inc.	C-3-0810	Bus Stop Maintenance Program	12/1/2003	11/30/2009	\$ 6,072,700
Sub Total					\$ 6,072,700
Sureteck Industrial & Commercial Services, Inc.	None	No Contracts Awarded	NA	NA	\$0
Sub Total					\$0



BOARD COMMITTEE TRANSMITTAL

October 9, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Central County Corridor Major Investment Study Update -
Reduced Set of Alternative Strategies

Highways Committee Meeting of September 21, 2009

Present: Directors Amante, Dixon, Green, and Pringle
Absent: Directors Cavecche, Glaab, Mansoor, and Norby

Committee Vote

Due to lack of quorum, no action was taken on this item.

Staff Recommendations

- A. Approve the initial screening report recommending a reduced set of five alternative strategies for additional engineering and environmental analysis.
- B. Direct staff to return to the Board of Directors by April 2010 to provide an update on the analysis of the reduced set of alternative strategies.

Committee Discussion

The Highways Committee requested clarification on whether the study is looking at the benefits of the 91 Express Lanes and the Eastern Foothill Transportation Corridor (State Route 241) as a possible solution to alleviating traffic on the Costa Mesa Freeway (State Route 55). Staff responded that the study will model the proposed Express Lanes/State Route 241 toll-to-toll facility connector along with a shadow toll concept. The Highways Committee also asked for more detail on the reduced set, which has been included in the PowerPoint presentation and an amended Attachment C (see attached).

Central Orange County Major Investment Study Draft Reduced Set of Alternative Strategies

Alternative 1 – 2035 BASELINE

The 2035 Baseline includes not only facilities and services in place today but also those transportation improvements funded and committed for implementation prior to 2035

Alternative 2 – Transportation Systems Management (TSM) and Transportation Demand Management (TDM) ALTERNATIVE

TSM/TDM ARTERIAL: Arterial/Intersection Optimization & Synchronization (15 corridors, 47 intersections)
 TSM/TDM FREEWAY: Eastbound MacArthur Boulevard – Northbound/Southbound Costa Mesa Freeway (State Route 55) Ramp Widening, State Route 55 (SR-55) Chokepoint/Operational Improvements
 LOW TRANSIT: Express Bus Service, Local Bus Service Improvements on North/South Routes, Enhanced Bus Rapid Transit (BRT), Pedestrian/Bicycle Improvements with Arterial Optimization, BRT, and Park & Ride Improvements

MODE	Alternative 3 (Includes ALT 1 / ALT 2) Low Arterial/Freeway Investment with High Transit	Alternative 4 (Includes ALT 1 - ALT 3 with transit addition) Medium Arterial/Freeway Investment with High Transit	Alternative 5 (Includes ALT 1 - ALT 4 with transit difference) High Arterial/Freeway Investment with Medium Transit
Brief Description	Addresses arterial congestion with key Master Plan of Arterial Highways (MPAH) widening, eliminates a freeway high-occupancy vehicle (HOV) chokepoint on Interstate 5 (I-5), and provides a major investment in transit providing a multimodal solution.	Significantly reduces arterial congestion through the full buildout of the MPAH, provides key freeway widening and interchange improvements to reduce congestion, and provides a major investment in transit providing a multimodal solution.	A major investment in arterial capacity and grade separations to reduce congestion and improve travel time, several key freeway infrastructure projects to improve access and reduce chokepoints, and provides a significant investment in transit providing a multimodal solution.
ARTERIAL	<ul style="list-style-type: none"> • Arterial/Intersection Optimization & Synchronization (7 corridors, 14 intersections) • Improvement of selected facilities to MPAH classification (generally adding 1 lane): <ul style="list-style-type: none"> ○ Baker Street– Bear Street to San Joaquin Transportation Corridor (State Route 73) ○ Beach Boulevard – @ San Diego Freeway (Interstate 405) Interchange ○ 1st Street – Grand Avenue to Standard Avenue ○ Edinger Avenue – Bristol Street to Main Street ○ Euclid Avenue – McFadden Avenue to Edinger Avenue ○ Grand Avenue – Santa Clara Avenue to Garden Grove Freeway (State Route 22) ○ Grand Avenue – I-5 to 4th Street ○ Warner Avenue – Raftt Street to Grand Avenue 	<ul style="list-style-type: none"> • Full MPAH Buildout including new facilities at: <ul style="list-style-type: none"> ○ Alton Parkway Overcrossing ○ Pacific Electric Right-of-Way (PE ROW) • SR-55 Frontage Road Improvements <ul style="list-style-type: none"> ○ SR-55 Ramps at Paularino Avenue and Baker Street 	<ul style="list-style-type: none"> • Arterial Improvements Beyond MPAH (by 1 additional lane in each direction): <ul style="list-style-type: none"> ○ Euclid Avenue – Warner Avenue to Westminster Boulevard ○ Newhope Street – Warner Avenue to Westminster Boulevard ○ Harbor Boulevard – Warner Avenue to 17th Street ○ Standard Avenue – Warner Avenue to 1st Street ○ Victoria Street - Brookhurst Street to SR-55 ○ Adams Avenue – Brookhurst Street to Harbor Boulevard ○ Chapman Avenue – Brookhurst Street to Haster Street • Grade Separations: <ul style="list-style-type: none"> ○ Beach Boulevard at Katella Avenue ○ Beach Boulevard at Warner Avenue ○ Beach Boulevard at Westminster Boulevard ○ Bristol Street at 17th Street ○ Harbor Boulevard at Adams Avenue ○ 19th Street at SR-55

Central Orange County Major Investment Study Draft Reduced Set of Alternative Strategies

MODE	Alternative 3 (Includes ALT 1 / ALT 2) Low Arterial/Freeway Investment with High Transit	Alternative 4 (Includes ALT 1 - ALT 3 with transit addition) Medium Arterial/Freeway Investment with High Transit	Alternative 5 (Includes ALT 1 - ALT 4 with transit difference) High Arterial/Freeway Investment with Medium Transit
FREEWAY	<ul style="list-style-type: none"> • HOV on I-5 – SR-55 to SR 57 (Orange Freeway) • SR-55/I-5 Interchange – 1st Street/4th Street Interchange Improvements 	<ul style="list-style-type: none"> • HOV on SR-55 – I-405 to 19th Street • SR-55 Project Study Report one lane Widening between I-405 and I-5 • HOV direct access ramps at Bear Street • Meats Avenue Interchange on SR-55 	<ul style="list-style-type: none"> • State Route 22 (SR-22)/SR-55 HOV Direct Connector Ramps • SR-55 widening by one lane in each direction between SR-22 and I-5 • SR-22/PE ROW Ramp Connectors • SR-55/Newport Extension (with 19th Street Santa Ana River Crossing) • SR-22/I-5/SR-57 Interchange Reconstruction (2 options) • 91 Express Lanes to Foothill/Eastern Transportation Corridor Toll to Toll Connector /Shadow Toll Option
TRANSIT/ MULTI- MODAL	<ul style="list-style-type: none"> • Enhanced BRT (6 lines) • Go Local Rubber Tire Projects • Go Local High Capacity Fixed Guideways <ul style="list-style-type: none"> ◦ Anaheim: ARTIC to Anaheim Resort ◦ Santa Ana: SARTIC to Harbor/Westminster • Community Based Transit Circulators (Project V) • Park & Ride Improvements & New Intermodal Stations at Key Locations • Anaheim Regional Transportation Inter-modal Center (ARTIC) • High Speed Train – ARTIC to Los Angeles Union Station (LAUS) • BRT in Dedicated Lane (John Wayne Airport (JWA) to ARTIC/Anaheim Resort) <ul style="list-style-type: none"> ◦ Via Harbor Boulevard ◦ Via State College Boulevard/Bristol Street <p>(BRT spur along PE ROW is not included because the MPAH is not built out in this alternative, which is a prerequisite for this improvement)</p>	<ul style="list-style-type: none"> • BRT Spur along PE ROW as extension of Westminster/17th BRT Line 	Includes ALT 4 Transit Improvements with the exception of BRT in dedicated lanes



September 21, 2009

To: Highways Committee
From: Will Kempton, Chief Executive Officer
Subject: Central County Corridor Major Investment Study – Reduced Set of Alternative Strategies

Overview

The Orange County Transportation Authority is conducting a major investment study for the central Orange County area. Preliminary analysis of a broad range of alternatives is complete. A reduced set of options has been identified and is presented for Board of Directors' review and approval.

Recommendations

- A. Approve the initial screening report recommending a reduced set of five alternative strategies for additional engineering and environmental analysis.
- B. Direct staff to return to the Board of Directors by April 2010 to provide an update on the analysis of the reduced set of alternative strategies.

Background

In July 2008, the Orange County Transportation Authority (OCTA) launched the second phase of the Central County Corridor Major Investment Study (CCCMIS). The study's objective is to develop consensus on a locally preferred strategy (LPS) of multi-modal transportation improvements to be implemented over the next 25 years. This major investment study (MIS) follows a three phase process, with the same set of tasks and decision milestones as other MIS's previously conducted in Orange County. In Phase I, the CCCMIS mobility problem and statement of purpose and need, as well as the initial set of alternative strategies were approved by the

Board of Directors (Board) for screening. Phase II involved refining, analyzing, and screening the initial set. The results of this screening process, along with a recommended reduced set of alternative strategies are presented in this staff report. Phase III of the study will recommend a LPS for the CCCMIS in spring 2010.

As with previous studies, OCTA is committed to facilitating public involvement opportunities and seeking feedback throughout the major investment study process. To this end, the CCCMIS includes a public involvement program that includes a stakeholder working group, ongoing outreach to cities and neighborhood groups, as well as web-based communications. Additionally, the public involvement program will, in consultation with the CCCMIS Policy Advisory Committee (PAC) and the OCTA Board, include open houses and other methods for gathering public feedback, input, and concerns as the study moves forward. Attachment A provides an overview of OCTA's outreach activities to date.

Discussion

The purpose of Phase II of this study was to reduce the number of alternative strategies that will undergo more detailed evaluation. The CCCMIS Initial Screening Report Executive Summary (Attachment B) describes the process and key technical findings used to identify the reduced set of alternative strategies for the CCCMIS. This screening analysis applied evaluation criteria that weighed the relative benefits, costs, and impacts of each alternative strategy. Focus was placed on criteria that measured the performance of the alternatives relative to the study's purpose and need statement. Each of the alternatives was analyzed under future year 2035 travel conditions. These criteria included mobility benefits such as travel time savings, improvement in levels of congestion, and transit ridership. In addition, environmental considerations such as potential impacts to existing land uses and to the natural environment were considered. Rough estimates of project costs were also developed for the various options. The evaluative information produced during the screening was then used to provide the technical rationale and basis of discussion for narrowing the range of alternative strategies. Community and agency input on the screening results for the refined alternatives helped shape the recommendation for the CCCMIS reduced set of alternative strategies.

The CCCMIS Technical Working Group (TWG), made up of technical staff from each of the study area cities, reviewed each of the strategies and provided input on the elements that the TWG believed should move forward and those to

be eliminated based on the criteria stated above. Extensive discussion took place on the major widening of the Costa Mesa Freeway (State Route 55) contained in Strategy C of the executive summary and the Orange Freeway (State Route 57) arterial extension proposal contained in Strategy D8 of the executive summary. The TWG determined that although there were performance benefits to both the major widening of State Route 55 (SR-55) and the arterial extension of State Route 57 (SR-57), the level of improvement as compared to the high cost and high impacts did not warrant moving either forward. This recommendation from the TWG was brought to the PAC on August 27, 2009, for its consideration. The CCMIS PAC approved the TWG's recommendation of a reduced set of five alternative strategies for additional analysis and evaluation. Although, the major widening of the SR-55 and the arterial extension of the SR-57 were not included in the reduced set for further study, the PAC did recommend that the analysis developed to date on both of those elements be utilized for cost benefit comparison purposes when developing a recommendation for a LPS. As a result, these strategies could be re-introduced into the MIS depending on the outcome of the cost-benefit analysis.

Reduced Set of Alternative Strategies

Based on the screening results and various committees' feedback to date, five alternative strategies are recommended for consideration by the Board to be carried forward in this MIS. This reduced set of strategies provides a range of choices with emphasis on different approaches toward meeting purpose and need. These strategies are described in detail in the CCMIS Initial Screening Report Executive Summary and summarized below.

ALTERNATIVE 1: 2035 Baseline

This alternative represents the future baseline transportation system for the planning horizon year of 2035. The 2035 baseline includes not only facilities and services in place today, but also those transportation improvements funded and committed for implementation prior to 2035. Examples of future baseline projects in the central Orange County study area include: improvements along the San Diego Freeway (Interstate 405) as planned in the Renewed Measure M Early Action Plan, high-occupancy vehicle (HOV) connector improvements at the Garden Grove Freeway (State Route 22)/ Interstate 405 (I-405)/San Gabriel Freeway (Interstate 605) interchange, high-frequency Metrolink service, implementation of smart street strategies, and traffic signal synchronization on key arterial roadways, express bus, and bus rapid transit (BRT) on Harbor Boulevard, Westminster Avenue, and State College Boulevard/Bristol Street.

ALTERNATIVE 2: Includes Alternative 1 + Transportation Systems Management (TSM)/Transportation Demand Management (TDM) + Low Transit

The TSM/TDM alternative consists primarily of operational investments, policies and actions aimed at improving traffic movement, promoting travel safety, and increasing transit usage and rideshare participation in the central Orange County study area. These TSM/TDM measures are generally classified as soft improvements that do not require extensive construction, right-of-way acquisition, and the resulting high capital cost to fund those improvements. The proposed TSM/TDM freeway measures include auxiliary lanes and minor interchange improvements such as ramp widening and intersection improvements at ramp termini. On the arterial system, the TSM/TDM measures include signal coordination, bus turnouts, and other safety and operational improvements. The freeway and arterial improvements are coupled with technology to maximize traffic information gathering and sharing to improve systemwide efficiency. In addition, transit and intermodal improvements such as increased bus service, new park and ride facilities, and bicycle and pedestrian improvements are included, as well as rideshare programs, marketing and educational initiatives on alternative modes, and workplace flex time. Further, this alternative also includes expanded express bus and enhanced BRT over what is included in the baseline. All of these transit and multi-modal improvements, in addition to what is already identified in the baseline alternative, constitute “Low Transit.”

ALTERNATIVE 3: Includes Alternative 1, 2, + Low Freeway Improvements + Low Arterial Improvements + High Transit Improvements

This alternative includes completing key elements of the Master Plan of Arterial Highways (MPAH) and improving a freeway chokepoint by building a second HOV on the Santa Ana Freeway (Interstate 5) between the SR-55 and the SR-57. In addition, Alternative 3 contains major investments in transit including the following: Go Local Step 2 projects, enhanced BRT, high-capacity fixed guideways (Anaheim and Santa Ana), community-based transit circulators; Anaheim Regional Transportation Intermodal Center (ARTIC) with high-speed train service, intermodal stations, and two north-south BRT routes in dedicated lanes on Harbor Boulevard and on State College Boulevard/ Bristol Street, connecting John Wayne Airport to ARTIC.

ALTERNATIVE 4: Includes Alternative 1, 2, + Medium Freeway Improvements + Medium Arterial Improvements + High Transit Improvements

This alternative includes a full buildout of the MPAH and frontage road improvements along the SR-55 in Costa Mesa. For freeways, Alternative 4 proposes widening SR-55 with general purpose and auxiliary lanes between Interstate 5 (I-5) and I-405, and a HOV lane between I-405 and 19th Street in Costa Mesa. HOV drop ramps are proposed on I-405 at Bear Street as well as the development of an interchange at Meats Avenue on SR-55 in the City of Orange. Additionally, Alternative 4 includes the same high level of transit improvements as described in Alternative 3 with the addition of a BRT spur line along the Pacific Electric right-of-way (PE ROW).

ALTERNATIVE 5: Includes Alternative 1, 2, + High Freeway Improvement + High Arterial Improvements + Medium Transit Improvements

This alternative proposes a significant investment in arterials including capacity enhancements beyond the buildout of the MPAH. For freeways, Alternative 5 does not propose significant freeway widening in the study area beyond Alternatives 3 and 4; however, it does include several key freeway related projects. These include the following: direct HOV connectors between SR-55 and State Route 22 (SR-22), SR-22/SR-57/I-5 interchange reconstruction, SR-22 direct access ramps to downtown Santa Ana via the PE ROW, and the extension of the SR-55 from its terminus to Industrial Way. Alternative 5 will also explore investment strategies involving the toll roads such as subsidizing tolls (Shadow Toll) or building an HOV lane on portions of the toll roads. It also contains a medium investment in transit that includes everything described in Alternative 3, except the two north-south BRT routes in dedicated lanes.

A matrix of the five reduced set of alternative strategies is provided in Attachment C.

Summary

OCTA is working to develop strategies to improve travel in the central Orange County area. The draft CCCMIS reduced set of alternative strategies is presented for Board consideration. Technical analysis and public outreach efforts will guide the evaluation of these alternatives, producing a recommended LPS that is anticipated to be brought to the Board for review in Spring 2010.

Attachments

- A. Central County Corridor Major Investment Study – Overview of the Orange County Transportation Authority’s Outreach Activities
- B. Central County Corridor Major Investment Study – Draft Initial Screening Report Executive Summary
- C. Central County Corridor Major Investment Study – Draft Reduced Set of Alternative Strategies

Prepared by:



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Approved by:



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Executive Director, Development
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Central County Corridor Major Investment Study Overview of the Orange County Transportation Authority's Outreach Activities

The Orange County Transportation Authority (OCTA) is committed to facilitating public feedback and input throughout the Central County Corridor Major Investment Study (CCCMIS) process. In light of professional demands, personal and family commitments as well as competing interests, generating public participation can prove challenging, especially beyond that segment of stakeholders that is most directly interested in and/or motivated by the study. In an effort to receive feedback, OCTA has implemented an outreach effort that includes a policy advisory committee (PAC), technical working group (TWG), and a stakeholder working group (SWG). Additionally, OCTA seeks to proactively communicate with community stakeholders and other interested parties by using both traditional and digital communications, including community-based presentations, web-based communications, and open houses.

To date, OCTA has conducted the following outreach activities:

- Conducted 12 one-on-one meetings with senior staff (i.e., city managers, directors of public works, planning directors, and city engineers) from each of the study area cities and the California Department of Transportation. Held toward the outset of the study process, the purpose of the meetings was to collect senior-level technical input on transportation and land use priorities, needs and concerns and to, in turn, consider and/or factor this input into the study process as necessary, possible and/or appropriate.
- Organized and conducted a technical meeting/workshop with agencies of jurisdiction to consider and discuss the strategic concept to extend the Orange Freeway (State Route 57) down the Santa Ana River Channel. Participating agencies of jurisdiction included the Army Corps of Engineers, the Orange County Flood Control District, the Orange County Water District, and several other key agencies. The meeting served to identify the technical, operational, logistical and administrative opportunities, and limitations facing the extension concept.
- Established the CCCMIS SWG to provide community residents, stakeholders, and/or other interested parties a community-based meeting forum to provide feedback and input on the study, its progress, and emerging results and recommendations. SWG attendees include representatives from residential/homeowner groups, medical facilities, school districts, civic, environmental and special interest groups, and other public and private entities. The SWG has met three times and was generally supportive of the recommended reduced set of alternatives as prepared by the study team and approved by the TWG.

- Delivered presentations to the city councils of the cities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Santa Ana, and Tustin. In addition to delivering a timely study update, the purpose of the presentations were to provide an opportunity for local policy-makers to offer direct input, feedback and/or questions relative to the entire study or individual study elements. Presently, staff is in the process of scheduling update presentations to the cities of Anaheim, Irvine, Stanton, and Westminster.
- Delivered eight update presentations to neighborhood/homeowner associations, namely along the Santa Ana River Channel. As part of this outreach, staff participated in extended question and answer sessions and received comments on the study and/or individual elements. Additionally, staff invited attendees to attend both PAC and SWG meetings and/or visit the study web page to view study information.
- Created and maintained a study web page that provides background information on the study, PAC, and TWG rosters, meeting dates, times, and locations as well as other presentation materials and study related information.
- Created an online survey (currently posted) seeking responses on priorities as well as preferred (or otherwise) transportation strategies or concepts for central Orange County. As part of this effort, developed and distributed a news release announcing the CCCMIS online survey.
- Communicated via email updates with people interested in the study.



1.0 EXECUTIVE SUMMARY

1.1 PURPOSE OF CENTRAL COUNTY CORRIDOR MAJOR INVESTMENT STUDY

Central Orange County's transportation mobility challenges need to be addressed in order to maintain this region's vitality and continued economic growth. Currently, the Central County Corridor study area lacks vital linkages providing north-south mobility between northern Orange County, the South Coast Metro area, and the coast; for both existing and future travel demand. The majority of the travel demand in the Central County Corridor is currently served by SR-55, I-405 via SR-22 and major arterials, such as Beach Boulevard, Brookhurst Street, and Harbor Boulevard. However, the lack of transportation system capacity negatively impacts local streets and communities by forcing regional trips onto local arterials. The CCC Phase I Purpose and Need identified the deficiency in north-south capacity through the study area. Policy makers have become increasingly aware that improving mobility in this corridor will be vital to the long-term quality of life in central Orange County and the County as a whole. There are no easy solutions and not all stakeholders agree on what solutions should be further developed.

In 2005, the population in the central Orange County study area reached over 1,000,000 persons, which represents approximately 33 percent of Orange County's total population. By 2035, the study area's population will surpass 1,160,000 persons, representing a population increase of approximately 15 percent. Population density for the central Orange County study area in 2005 was approximately 9,000 persons per square mile. By 2035, this number is projected to climb to approximately 10,500 persons per square mile. Population densities of this magnitude are typically more characteristic of cities in the Eastern United States like Baltimore, Maryland or Washington D.C.

The central Orange County region also comprises over 25% of Orange County's total employment base, with 1.5 million jobs. By 2035, the region's employment base is expected to increase by 26.5 percent to over 2 million jobs.

The Central County Corridor Major Investment Study (CCC MIS) is an 18-month planning effort intended to produce a recommended "locally preferred strategy" (LPS). If approved by the OCTA Board of Directors, the LPS will ultimately help guide transit, street, and freeway enhancements in central Orange County, as well as address future travel demand. This effort builds on the Central County Corridor Phase I Study, which was completed in 2004. The current effort will update this previous study and further analyze and reevaluate both issues and opportunities in the central Orange County study area. Through this process, the CCC MIS will quantify the impacts, costs, and benefits of each conceptual alternative strategy, and perform further evaluative analyses in order to produce a recommended LPS. The LPS will be a guide to implementing these solutions and provide consensus moving forward.

1.2 PROJECT LIMITS

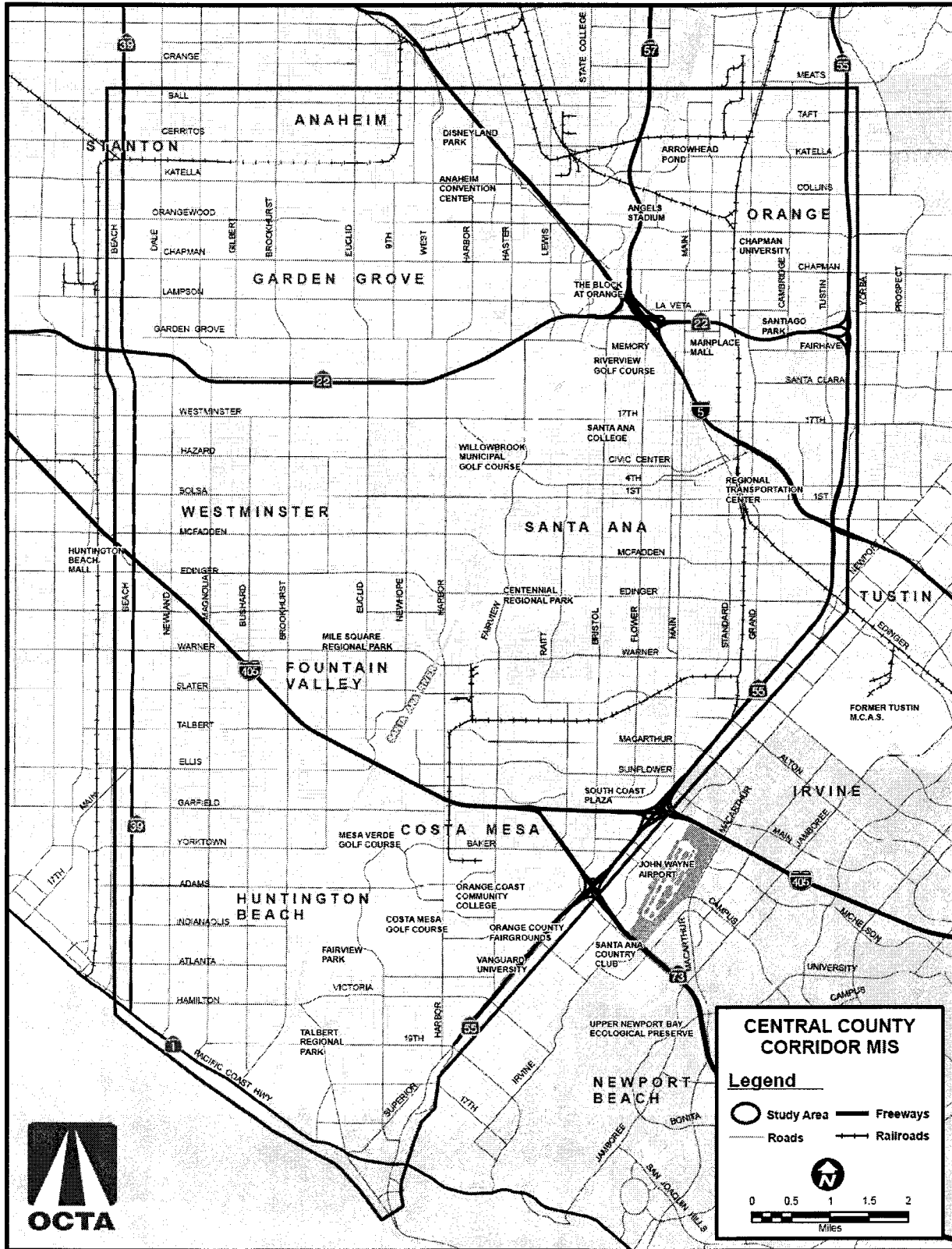
The project boundaries are not static fixed points but rather represent the general boundaries of the study area. Transportation elements in close proximity to these boundaries, albeit outside them, may still be considered and analyzed during the project. Figure ES-1 illustrates the project



study area. The project area boundaries include SR-55 to the east, Beach Boulevard to the west, Pacific Coast Highway to the south and Ball Road to the north.



Figure ES-1 Central Orange County MIS Study Area



1.3 OBJECTIVES OF ALTERNATIVES SCREENING

The Central Orange County MIS contains a series of milestones/key decision points, with the Alternatives Screening phase representing an intermediate milestone in the study. At this phase of study, this Initial Screening Report has been developed describing the process and key technical findings used to identify a Reduced Set of Alternative Strategies for further analyses in Phase III.

To achieve this objective, screening level analyses were performed on the project's initial alternative strategies. This level of analysis is less detailed than analyses performed in subsequent phases of study. The results of the analysis provide evaluative information on each strategy's relative benefits, costs, and impacts, as compared to Baseline. This screening analysis focused primarily on mobility benefits such as travel time savings, improvement in levels of congestion, and transit ridership. In addition, high-level environmental considerations such as potential impacts to existing land uses were examined. Rough estimates of project costs were also developed for the various options. The evaluative information produced during screening was used to provide the technical rationale and basis of discussion for narrowing the range of initial alternative strategies to a reduced set of the five most competitive alternative strategies. Community and agency input on the screening results and on the initial alternatives also helped shape the recommendation for the Reduced Set of Alternative Strategies.

1.4 PURPOSE AND NEED

The Alternatives Screening phase builds on previous milestones completed for the Central Orange County MIS. In late 2004, the OCTA Board of Directors approved a Purpose and Need Statement.

During the Purpose and Need phase, a technical assessment was performed to identify the issues and problems related to the transportation system in the central Orange County study area and their underlying root causes. Analysis of the transportation system coupled with community input led to the development of five key issues to be addressed by the Central Orange County MIS. These key issue areas represent problems that need to be addressed as well as opportunities for improvement. Taken together, the five issue areas establish the Purpose and Need for transportation improvements in the central Orange County study area:

- Highway and Arterial Mobility
- Safety and Operations
- Travel Choices
- Land Use and Economic Development
- Implementation

The key issues in the Purpose and Need Statement led to the determination of specific study objectives that provide the framework for the development of transportation alternative strategies. The project's Purpose and Need also helps identify which of those alternative



strategies should move forward for further evaluation and consideration. Table ES-1 summarizes the Purpose and Need objectives.

Table ES-1 – Purpose and Need Objectives

Issue	Study Objectives
<p>Highway and Arterial Mobility</p>	<ul style="list-style-type: none"> ▪ Relieve current and future freeway peak hour congestion in the corridor. ▪ Relieve current and future arterial congestion in the corridor, particularly in the north-south direction. ▪ Increase capacity of freeway corridors within and adjacent to the study area. ▪ Build in design flexibility within the freeway corridor for capacity improvements beyond 2035. ▪ Provide continuity of facilities and capacity (lane balance) along all freeways within the study area. ▪ Provide continuity of facilities and capacity (lane balance) along major arterial streets experiencing chokepoints within the study area. ▪ Implement MPAH requirements on arterial streets experiencing chokepoints within the study area. ▪ Provide better travel times on the freeways and additional transportation choices as an alternative to using arterials.
<p>Operations</p>	<ul style="list-style-type: none"> ▪ Reduce the number of conflict points that could contribute to incidents and accidents in the study area. ▪ Provide physical improvements and employ enhanced operational techniques (TSM) to better manage the impacts of incidents.
<p>Travel Choices</p>	<ul style="list-style-type: none"> ▪ Implement higher capacity and faster transit services on new and existing routes. ▪ Implement increased transit connectivity between study area and residential and employment centers. ▪ Provide expanded transit service to better accommodate the needs of transit dependent residents in the study area.

1.5 ALTERNATIVES DEVELOPMENT

The conceptual alternative strategies for the Central Orange County MIS were developed using a framework that took into account the multimodal character of central Orange County’s transportation system, including arterial roadways, freeways, rail, and bus transit. During alternatives development, a build-up approach was utilized starting with identifying transportation elements representing projects, programs, and improvements to the transportation system and then packaging these transportation elements into ascending levels of investment in the different transportation modes and facilities. These modal levels of investment became the building blocks for the conceptual alternatives. The proposed improvements included in the conceptual alternatives respond to different aspects of the study’s Purpose and Need Statement.

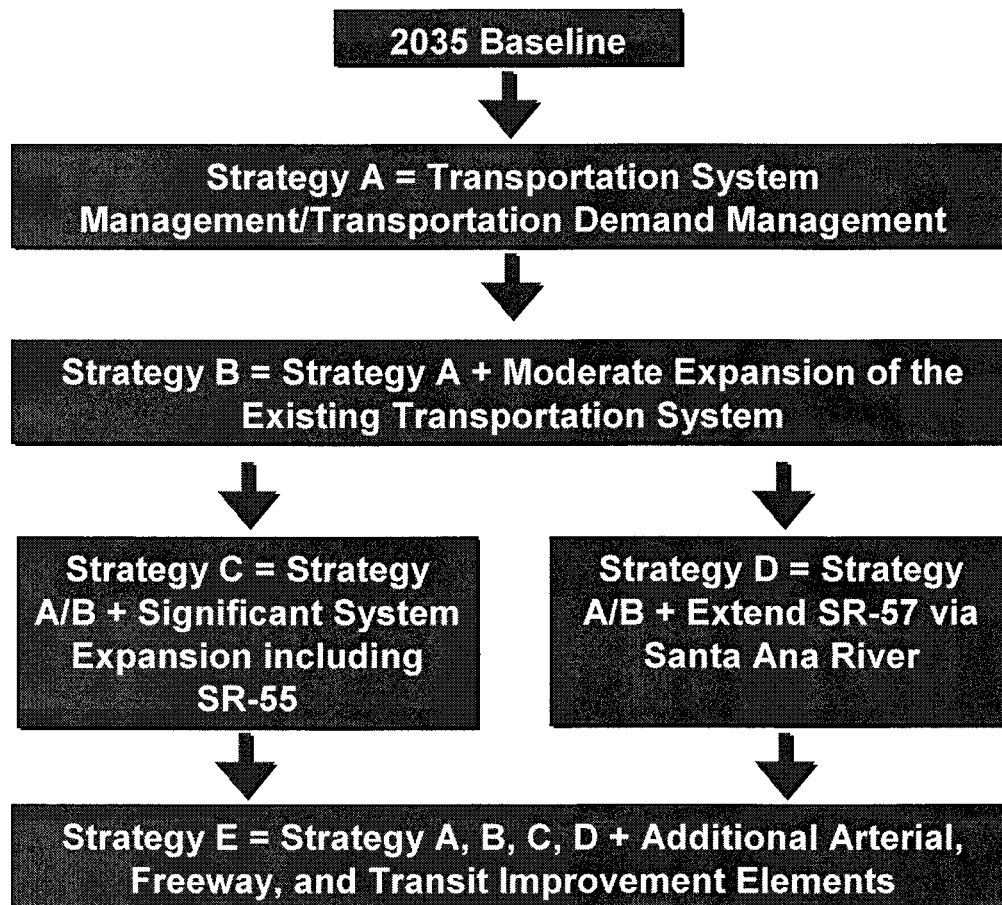
The conceptual alternatives for the central Orange County study are cumulative in nature in that higher level alternatives generally contain all the transportation improvements of the preceding

alternatives. This was done intentionally so that the increase in the level of transportation investment associated with each alternative could be isolated and thus analyzed during the course of the study. This framework for the conceptual alternatives also allows for the eventual phasing of selected transportation improvements.

1.6 INITIAL SET OF ALTERNATIVE STRATEGIES

Figure ES-2 illustrates the framework used for the conceptual alternatives that comprise the Initial Set of Alternative Strategies that was approved by the OCTA Board in March 2009.

Figure ES – 2 – Conceptual Alternatives Framework



A summary description of the Initial Set of Alternative Strategies that was evaluated during the alternatives screening phase of the Central Orange County MIS is provided as follows. A more comprehensive description, including detailed lists of the transportation improvements included in each alternative, can be found in the document entitled Refined Alternative Strategies.

- 2035 Baseline: The 2035 Baseline/No-Build Alternative Strategy consists of the existing transportation system, as well as projects with committed funding that are included in the

2008 Regional Transportation Improvement Program (RTIP) and/or have received environmental clearance.

- Strategy A: Transportation Systems Management (TSM) / Transportation Demand Management (TDM) Strategy: The TSM/TDM Strategy consists primarily of operational investments, policies, and actions aimed at improving traffic movement, promoting travel safety, and increasing transit usage and rideshare participation in central Orange County.
- Strategy B: Strategy B includes moderate expansion of existing systems. It includes improvements from Strategy A and adds a multimodal package of transportation improvements that provide moderate investments to all modes. This strategy includes projects within the renewed Measure M program and is generally within the existing right-of-way.
- Strategy C: Strategy C builds upon Strategies A and B and emphasizes significant investment in expansion of the freeway system (beyond existing right-of-way) — including the significant expansion of SR-55 within central Orange County.
- Strategy D: Strategy D also builds upon Strategies A and B; however, it focuses on extension of the SR-57 generally south via the Santa Ana River alignment. It proposes a highway or expressway facility at or below existing bridges. Five options for the SR-57 extension element were identified that include a variety of modes.
- Strategy E: Also called the “Plan to meet post 2035 demand,” Strategy E examines how travel would improve in central Orange County, if a maximum capital investment were made in the freeway system, the arterial roadway system, and the regional transit system. Two transit options were identified for Strategy E. Option E1, BRT in dedicated lanes and Option E2, a technology neutral grade separated transit facility from ARTIC to John Wayne Airport.

OCTA Board Approved Refined Alternative Strategies

At the Orange County Transportation Authority’s (OCTA) Board of Directors (Board) meeting on March 23, 2009 the Board approved alternative strategies A, B, C, and E as recommended. However, in regard to Strategy D (the State Route 57 Extension Strategy) extensive discussion took place regarding the various concepts recommended for consideration.

Ultimately, the Board directed staff to eliminate Options D1 (an intermittently operated highway on the riverbed shared with the flood control channel), D2 (a freeway on the riverbed with the flood control channel diverted in a tunnel below), and D5 (a transitway in an underground tunnel below the river channel) from further consideration. As a result, these three options will no longer be studied.

Additionally, the Board approved staff’s recommendation to continue studying and initiate screening of conceptual Options D3 (freeway cut and cover tunnel below the river channel) and D4 (freeway in dual bore tunnel below the river channel). The Board also approved the introduction of D7, a new option to study a freeway facility in a dual bore tunnel with an

unconstrained alignment. This option would not limit the alignment to the river channel but instead seek the best alignment to connect State Route 57 with Interstate 405. As a reminder, these are all underground freeway concepts.

Lastly, the Board held extensive discussions on the need and value of objectively measuring the performance of strategies that could substantially address central Orange County's mobility needs and relieve congestion. While the Board did not approve the PAC's recommendation to reconsider studying an on-structure freeway facility via the Santa Ana River, it did vote to introduce D8 (an arterial/street concept down the river channel). D8 would limit the profile of the roadway to the existing bridges that cross the river channel. As envisioned, the arterial/street concept would intersect with and be signalized at existing bridges. As such, commuters could potentially have opportunities to turn west or east at each bridge crossing between State Route 57 and Interstate 405, or directly connect through a freeway on/off ramp with either of these freeways.

The bullet list below summarizes the final Board approved Refined Alternative Strategies:

- **Baseline** – Funded and/or Environmentally Cleared Projects
- **Strategy A** – Transportation System Management (TSM)/Transportation Demand Management (TDM)
- **Strategy B** – Strategy A + Moderate Expansion of the Existing Transportation System
- **Strategy C** – Strategy A + Strategy B + Moderate Expansion of the Existing Transportation System
- **Strategy D** – Strategy A + Strategy B + Extension of the SR-57 via the Santa Ana River:
 - **D3** – Freeway in Cut and Cover Tunnel
 - **D4** – Dual Bore Freeway Tunnel
 - **D7** – Freeway Tunnel Unconstrained Alignment (SR-57 to I-405)
 - **D8** – Bridge Level Arterial with Intersections
- **Strategy E** – Strategy A + B + C + D + Additional Arterial, Freeway, and Transit Improvements
 - **E1** – Transit Option with BRT in Dedicated Lane
 - **E2** – Transit Option with Technology Neutral Grade Separated Transit Facility from ARTIC to John Wayne Airport

1.7 SCREENING ANALYSIS

Each of the Initial Set of Alternative Strategies was taken through a preliminary screening analysis. The analysis applied screening criteria that weighed the relative benefits, costs, and impacts of the alternatives. The focus was placed on criteria that measured the performance of the alternatives relative to the study's Purpose and Need Statement. The alternatives were analyzed under year 2035 travel conditions.

1.7.1 Mobility Benefits

An important criterion in the screening analysis was how well each of the respective alternatives reduced congestion within the central Orange County study area. By the year 2035, the arterial roadways and freeways in the study area are projected to experience a great deal of congestion, particularly in the AM and PM peak periods and even during the weekends.

Travel Time Savings

Each of the initial alternatives contain transportation improvements that reduce year 2035 vehicle hours of delay – a measure of travel time savings – to various degrees. As expected, Strategy E, the “Kitchen Sink Alternative,” which contains the highest level of capacity improvements to the freeway system, the arterial roadways, and the rail and bus transit network, realizes the greatest amount of travel time savings. Travel time savings for Strategy E ranges from about 69,600 to 70,700 hours per day. However, Strategy C also brings a high level of travel time savings at about 52,700 per day. This solid performance is likely attributable to full buildout of the MPAH system and because it adds freeway capacity to the segments of SR-55 that are predicted to experience the highest levels of congestion in the future. Travel time savings for Strategy D with four options ranges between 47,900 and 51,500 hours per day. Strategy D Option D3/D4 results in travel time savings of 47,900, Option D7 in travel time savings of 51,500, and Option D8 in travel time savings of 49,300 hours per day. This performance is attributable to the full buildout of the MPAH and new facilities, including a freeway in tunnel and an at grade arterial following the Santa Ana River. While realizing significant travel time savings they do not match the savings from Strategy C. Strategy B also includes the full buildout of the MPAH but has a lower level of freeway investment and results in 43,700 hours per day saved.

Freeway Levels of Service

A measure used to quantify the level of congestion on a specific roadway or freeway facility is level of service (LOS). Freeway LOS is largely calculated based on a ratio of the amount of travel demand (vehicles desiring to use the freeway) compared to the design capacity of the freeway (number of vehicles the facility is designed to carry). During screening analysis, it was found that none of the alternatives completely eliminates forecast congestion on the freeways in the study area. When examining freeway levels of service during the AM peak period in the year 2035, even Strategy E has segments of I-5, I-405, SR-55, and SR-22 with volumes that exceed their design capacity. However, each alternative does result in measurable improvements to the freeways when compared to the 2035 Baseline condition. In terms of overall freeway LOS improvement, the alternative strategies generally performed in the following order from most to least improved:

- Strategy E Option 1 and 2 (include Strategies A, B, C, and D)
- Strategy D, Option 7 (tunnel from SR-57 to SR-73)
- Strategy D, Options 3 and 4 (cut/cover or tunnel from SR-57 to I-405)
- Strategy C (includes major widening of SR-55)
- Strategy D, Option 8 (bridge level arterial from SR-57 to I-405 following Santa Ana River)
- Strategy B (full buildout of MPAH and freeway chokepoint projects)
- Strategy A (TSM/TDM)

The Strategies with the highest level of freeway investment (Strategy E Options 1 and 2), and/or highest number of new freeway lane miles (Strategy D Options 3, 4, and 7), show the best results in terms of improving freeway LOS over Baseline in the central Orange County study area.

Transit Ridership

Each of the initial alternatives are multimodal in that they contain different levels of investment in local and community bus service, express bus service, community shuttles, Metrolink feeder / distributor service, bus rapid transit (BRT) options, and high-capacity transit systems. The screening analysis confirmed that forecasted rail and bus transit ridership increases in response to the higher levels of transit investment. Strategy E Option 2 packaged with the highest level of transit investment achieves the best ridership at 60,600 additional boardings per day or an 18% increase over Baseline. Strategy C, Strategy D, and Strategy E Option 1 result in a forecast increase of between 45,900 and 47,600 boardings per day, an approximate 14% increase over Baseline. Strategy B with a lower level of transit investment equates to 41,200 daily boardings followed by the Strategy A TSM/TDM at 39,700 daily boardings, both increases are approximately 11% over Baseline.

1.7.2 Potential for Right of Way Impacts

A preliminary analysis was also undertaken during alternatives screening to identify those alternatives which have the greatest potential for land use impacts adjacent to major transportation facilities due to the need for additional right of way. The screening level analysis was qualitative using information from agency planning documents, such as city General Plan Circulation Elements. Each strategy was evaluated as a whole, not the impacts of individual projects. The assessment used the following criteria to determine impacts: are the improvements included in the strategy generally within existing right-of-way or generally outside of existing right-of-way? Three levels of impacts were used to represent the potential for right-of-way impacts for both arterials and freeways; minor, moderate, or major. Additionally, some combination of these levels, such as moderate-major may be used.

The screening level analysis for potential right-of-way impacts determined that only the Baseline and Strategy A (TSM/TDM) would have Minor impacts on both the arterials and freeways.

Strategy B, because it includes the full buildout of the MPAH that may include some arterial segments outside of existing right-of-way, was assigned a Moderate designation for arterials and a Minor designation for freeways. Strategies C, D3, D4, D7 and D8 also include the full buildout of the MPAH and were assigned a Moderate designation for arterials. Strategy C was assigned a Major designation for freeways due to the fact that the major widening of the SR-55 included in Strategy C will have extensive right-of-way needs outside of existing right-of-way. Strategies D3, D4, and D7 were all assigned Major/Moderate for freeways. The higher freeway right-of-way impact is due to the right-of-way needs at the daylighting areas for these below ground options. Strategy D8 was assigned Moderate for freeways because the connection of the bridge level arterial in the Santa Ana River corridor to the SR-57 and I-405 is not entirely within existing right-of-way. Strategy E was assigned a Major designation for both arterials and freeways. This strategy includes arterial capacity enhancements beyond MPAH that will include segments outside of existing right-of-way and includes the freeway elements of all the strategies with the potential for right-of-way impacts on several freeways.

1.7.3 Cost estimates

During the screening analysis, it was important to develop estimates of project costs in addition to the mobility benefits in order to gauge the effectiveness of the alternatives in light of their relative project costs. All costs are shown in terms of current year dollars (2009) to provide an even comparison across the alternatives.

Estimated Total Strategy Cost – Freeway / Arterial / Transit

Preliminary cost estimates were developed for the initial alternatives compared to the 2035 baseline condition. The freeway, arterial, and transit system cost elements of the alternatives were assessed as an integrated package for each alternative. These cost estimates take into account the capital cost to construct the proposed improvements but do not include the cost to acquire right of way as needed or potential future operations and maintenance costs. The rough order of magnitude costs are based upon recent estimates from OCTA, Caltrans, city studies, as well as national data.

Strategy E Option 2 has the highest cost at \$18.6 Billion as it includes all of the other strategies plus a transit tunnel from ARTIC to John Wayne Airport. Strategy E Option 1 has the second highest total cost at \$12.9 Billion, the only difference being the removal of the transit tunnel. Strategy D Options 3, 4, 7, and 8 range in cost from \$5.9 Billion to \$8.8 Billion with Option 8 (bridge level arterial) being the least expensive and Option 7 (tunnel from SR-57 to SR-73) being the most expensive. Strategy C with major SR-55 widening is estimated to cost \$5.9 Billion. Strategies C and D all have the same level of transit investment. Strategy B is estimated to cost \$1.7 Billion and Strategy A (TSM/TDM) is estimated to cost \$700 million.

Cost Effectiveness – Freeway / Roadway / Transit

When the roadway cost estimates are annualized, they can be used to develop a cost/benefit ratio for each alternative. Annual costs were divided by the annual travel time savings for each alternative to provide an estimate of cost per vehicle hour saved within the central Orange County study area. The lower the dollar cost per vehicle hour saved, the better the alternative. The cost/benefit ratios for each of the alternatives are shown as follows:

Strategy B performs the best according to this measure at \$15 per vehicle hour saved followed by Strategy A (TSM/TDM) at \$30 per vehicle hour saved. This means that the Strategy B (primarily the Renewed Measure M program of projects) and Strategy A (TSM/TDM) result in the best cost benefit ratio. Strategy D Option 8 and Strategy C are next at \$42 and \$44 per vehicle hour saved respectively. Strategy D Options 3 and 4 are projected at \$57 per vehicle hour saved while Strategy D Option 7 is projected at \$67 per vehicle hour saved. Strategy E performs the worst with regard to cost-effectiveness. For Strategy E Options 1 and 2, the added cost for the highest level of investment does not translate to an equivalent increase in mobility benefits.

Estimated Cost – Rail and Bus Transit

While transit costs were included in the Total Strategy Cost and the Cost Effectiveness they are also provided here separately. Similar to the roadway elements of the alternatives, capital costs were estimated for the rail and bus transit improvements in current year (2009) dollars using local and national data. Fare revenue and operating and maintenance costs were not included in the screening level of analysis. However, “hard” dollar cost items such as transit vehicles, stations, track, and tunnel/trench sections for the rail options were incorporated into the estimates.

The estimated cost of the integrated package of transit elements included in the Strategy A (TSM/TDM) is the lowest at \$99 million. The total estimated capital cost of the Strategy B rail/transit improvements is also comparatively low at \$297 million. Strategies C and D include all of the transit elements from Strategy A and B plus additional transit improvement elements. The total estimated transit costs for Strategies C and D is \$1,024 million (just over one billion). Strategy E Option 1 estimated cost for transit elements (includes Strategy A, B, C, and D) is \$2,262 million. Strategy E Option 2 that includes the transit tunnel from ARTIC to John Wayne Airport is estimated to cost \$7,925 million.

1.8 SCREENING OF ALTERNATIVES

Screening of alternatives, where some alternatives and options are carried forward into the reduced set of alternative strategies for further study and others are eliminated, took place in a sequence of steps. This was necessary due to the complexity of the Initial Set of Alternative Strategies.

In order to narrow the range of initial alternatives, including all of the different roadway options, a decision tree method was employed. The objective was to evaluate and compare the major components of the alternatives based on a series of key questions drawn from the technical screening analysis and that were found to be critical to the Purpose and Need for transportation improvements in central Orange County. These included:

- Must the strategy be carried forward in order to meet federal planning requirements¹?
- Must the strategy be included in the reduced set of strategies to be consistent with Renewed Measure M?

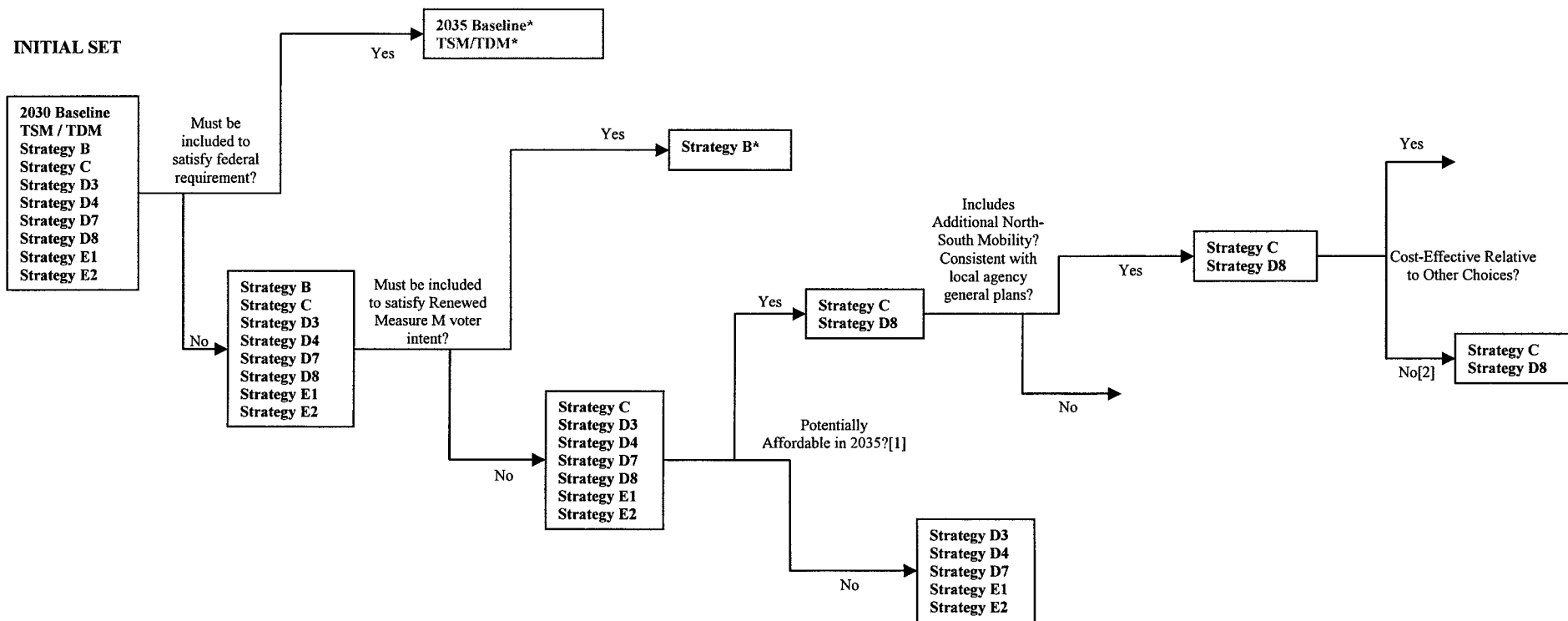
¹ Pursuant to federal requirements, every MIS must include a TDM/TSM alternative.

- Does the strategy include rail and bus transit improvements to address these aspects of Purpose and Need?
- Is the strategy economically feasible by the year 2035?
- Does the strategy respond to the need for additional north-south mobility?
- Is the strategy cost-effective relative to other choices?
- Is the strategy consistent with local agencies' general plans?

At each step of the decision tree analysis, a key question was asked and answered for each alternative. If the answer was “yes,” then the alternative was carried forward to the next step on the decision ladder. If the answer was “no,” it was then dropped from further consideration at that stage. Some of the key screening questions represent fatal flaws. A graphic depicting the decision tree process is shown in Figure ES-3.



Figure ES – 3 – Decision Tree Process



***RECOMMENDED FOR THE REDUCED SET OF ALTERNATIVES**

[1] – Less than \$6 Billion

[2] – Although C, D, and E Strategies are recommended to be screened out, major elements from each are recommended to be carried forward and are described in Tables ES-3 through ES-5



This process, along with input received from the Central Orange County MIS Technical Working Group, led to a technical screening recommendation on the major roadway and transit concepts and options of the Initial Set of Alternatives as summarized in Table ES-2.



Table ES-2 – Technical Screening Recommendations – Initial Set of Refined Strategies

Alternative	Recommended Action	Rationale
2035 Baseline Alternative	Carry forward for further study	<ul style="list-style-type: none"> • Satisfies federal requirement
Strategy A TSM/TDM Alternative	Carry forward for further study	<ul style="list-style-type: none"> • Satisfies federal requirement • Relatively low cost, operational improvements • Near-term phasing option
Strategy B	Carry forward for further study	<ul style="list-style-type: none"> • Satisfies Renewed Measure M voter intent • Provides congestion relief at key chokepoints • Boosts transit service
Strategy C	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Not cost effective relative to other choices • Extensive right-of-way requirements • Significant environmental impacts • Solid mobility benefits (reduced delay and congestion)
Strategy D3	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Cost is prohibitively high relative to volumes it is projected to carry • Extensive right-of-way requirements at day-lighting areas
Strategy D4	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Cost is prohibitively high relative to volumes it is projected to carry • Extensive right-of-way requirements at day-lighting areas
Strategy D7	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Cost is prohibitively high relative to volumes it is projected to carry • Extensive right-of-way requirements at day-lighting areas
Strategy D8	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Not cost effective relative to other choices • Significant right-of-way requirements • Significant environmental impacts • Solid mobility benefits (reduced delay and congestion)
Strategy E1	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Prohibitively high cost relative to mobility benefits • Cumulative benefits of Strategies A-D do not justify the cumulative cost and impacts



**Table ES-2 – Technical Screening Recommendations – Initial Set of Refined Strategies
 (continued)**

Alternative	Recommended Action	Rationale
Strategy E2	Drop from further consideration (Carry forward individual elements see Tables ES3 – ES5)	<ul style="list-style-type: none"> • Prohibitively high cost relative to mobility benefits • Cumulative benefits of Strategies A-D do not justify the cumulative cost and impacts

Additionally, the initial alternatives contain rail and transit elements as well as several roadway features which also underwent a preliminary screening analysis. Rail and transit improvements were examined based on mobility criteria such as travel times, accessibility, estimated ridership and productivity (ridership per vehicle service hour). Roadway elements were analyzed based upon levels of service, reductions of delay, and operational benefits. Potential for impacts and feasibility / constructability issues were also taken into account during the screening analysis.

Preliminary analysis was performed as part of the screening analysis so that the most competitive features of the initial set of alternatives could be brought forward and included in the Reduced Set of Alternative Strategies. In some cases, such as with arterial capacity enhancements and grade separations, the screening analysis led to modifications of the proposed improvements in order to improve their relative performance. In other cases, certain features were eliminated from further study, such as with the transit tunnel from ARTIC to John Wayne Airport. The technical recommendations that resulted from this step in the screening analysis are presented in Tables ES-3 through ES-5.



Table ES-3 – Arterial Screening Recommendations – Key Features and Elements

Key Feature / Element	Recommended Action	Rationale/Benefits
Arterial Grade Separations [Strategy E]	Carry forward for further study at the following locations: <ul style="list-style-type: none"> • Beach Blvd. at Katella Ave. • Beach Blvd. at Warner Ave. • Beach Blvd. at Westminster Ave. • Bristol St. at 17th St. • Harbor Blvd. at Adams Ave. • 19th St. at SR-55 	<ul style="list-style-type: none"> • Approximately 100,000 vpd or greater total approach volume • Total volume on minor street greater than 40,000 vpd • Relieves potential bottlenecks, improving traffic flow along key north-south corridors
Arterial Capacity Enhancements Beyond MPAH [Strategy E]	Carry forward for further study at the following locations: <ul style="list-style-type: none"> • Euclid Ave. – Warner Ave. to Westminster Ave. • Newhope St. – Warner Ave. to Westminster Ave. • Harbor Blvd. – Warner Ave. to 17th St. • Standard Ave. – Warner Ave. 1st St. • Victoria St. - Brookhurst St. to SR-55 • Adams Ave. – Brookhurst St. to Harbor Blvd. • Chapman Ave. – Brookhurst St. to Haster St. 	<ul style="list-style-type: none"> • Projected peak hour volumes in excess of MPAH buildout capacity • Addresses Purpose and Need by enhancing north-south arterial capacity or facilitating east-west connections to key north-south corridors • More capacity for higher projected volumes with improved LOS



Table ES-4 – Freeway Screening Recommendations – Key Features and Elements

Key Feature / Element	Recommended Action	Rationale/Benefits
SR-55 Meats Avenue Interchange [Strategy B]	Carry forward for further study	<ul style="list-style-type: none"> • Included in Renewed Measure M • High projected utilization • Reduces demand on adjacent interchanges
SR-55 Extension beneath Newport Blvd, 19 th to Industrial Way [Strategy C]	Carry forward for further study	<ul style="list-style-type: none"> • Significantly reduces congestion at SR-55 terminus • Improves access to PCH/Newport Beach • Provides needed capacity to accommodate added traffic projected with extension of 19th Street to Brookhurst St. • Significantly improves intersection LOS in area • Projected 50% decrease in ADT on Newport Blvd
SR-22/SR-55 HOV Direct Connectors [Strategy C]	Carry forward for further study	<ul style="list-style-type: none"> • Reasonable projected peak period utilization - 4,500-7,300 ADT on connector ramps • Improves efficiency and utilization of HOV system • Reduces interchange congestion, weaving, and accidents benefitting general purpose lanes
SR-55/I-5 Reconstruction (Strategy C)	Drop from further consideration (included as part of Strategy C to accommodate SR-55 widening outside of right-of-way)	<ul style="list-style-type: none"> • Would reduce bottleneck on SR-55 with future widening (PSR) and reduce existing bottleneck on I-5 • Prohibitively high cost • Significant delay projected at interchange even with reconstruction
SR-55 Frontage Road Improvements [Strategy C]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Operational improvements at freeway on/off ramp intersections



Table ES-4 – Freeway Screening Recommendations – Key Features and Elements (continued)

Key Feature / Element	Recommended Action	Rationale/Benefits
HOV Drop Ramps on the I-405 to the Bear Street OC [Strategy C & D]	Carry forward for further study	<ul style="list-style-type: none"> • Reasonable projected utilization • Direct HOV/transit access to South Coast Plaza with highest concentration of transit transfers in county • Potential for combination with BRT and HOT Lane system for added benefit
SR-22 Ramp Connectors to PE ROW [Strategy E]	Carry forward for further study	<ul style="list-style-type: none"> • High projected utilization (25,000 vpd) operating at LOS D or better • Provides direct connection to center of study area • Addresses Purpose and Need at a reasonable cost • Reduces volumes at SR-22/I-5/SR-57 Interchange
SR-22/I-5/SR-57 Interchange Reconstruction [Strategy E]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Provides significant congestion relief at a regionally important interchange in the study area • Alternative 4 reduces travel time from Magnolia to Horseshoe by 70% or more with LOS C on SR-22 up to City Drive and LOS D/E from City Drive through horseshoe to I-5/SR-57 • Reasonable cost for delay reduction • Peak period demand on Horseshoe projected to be 5,200 in 2035; this concept provides capacity for 5,400.
SR-91/SR-241 Connectors	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Moving forward independent of CCC MIS based on recommendation of SR-91 MIS • Integral part of any toll road option



Table ES-4 – Freeway Screening Recommendations – Key Features and Elements (continued)

Shadow Tolls on SR-241/SR-261	Carry forward for further study	<ul style="list-style-type: none">• Not modeled in screening• Provides opportunity for increased capacity without widening existing facilities• Closely coordinate with TCA
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Table ES – 5 – Transit Screening Recommendations – Key Features and Elements

Key Feature / Element	Recommended Action	Rationale/Benefits
Enhanced BRT Service (6 routes) [Strategy B]	Carry forward for further study	<ul style="list-style-type: none"> • Mixed-flow BRT is a relatively cost-effective service improvement • 6,000 new miles of service, 13,000-20,000 increase in ridership
Go Local Projects: <ul style="list-style-type: none"> ○ ARTIC to Fullerton ○ ARTIC to Anaheim Cyn ○ West Anaheim Shuttles ○ Bolsa Chica Intercounty Express ○ Fountain Valley Express ○ Little Saigon/Fountain Valley/Huntington Beach Express ○ North/South Commuter Express [Strategy B]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Moving forward independent of CCC MIS based on Go Local Step 1 justification
High Capacity Fixed Guideways, Anaheim & Santa Ana [Strategy C]	Carry forward for further study	<ul style="list-style-type: none"> • Moving forward independent of CCC MIS based on Step 1 justification • ARTIC to Anaheim Resort Fixed Transit Guideway – 2.4 to 2.6 million riders/year • SARTIC to Harbor Blvd – 4.2 to 4.8 million riders/year • Using a factor of 340 days/year: <ul style="list-style-type: none"> ○ ARTIC to Anaheim Resort Fixed Transit Guideway – 7,050 to 7,650 riders/day ○ SARTIC to Harbor Blvd – 12,500 to 14,300riders/day



Table ES – 5 – Transit Screening Recommendations – Key Features and Elements (continued)

Key Feature / Element	Recommended Action	Rationale/Benefits
Community Based Transit Circulators [Strategy C]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Renewed Measure M
Westminster/17 th BRT Spur utilizing PE ROW [Strategy C & D]	Carry forward for further study	<ul style="list-style-type: none"> • Provides a faster route to SARTIC that also serves a complementary market to the baseline 17th Street route
New Intermodal Stations [Strategy C & D]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Facilitate transfers from auto to new transit facilities • Important factor in overall transit system performance
ARTIC Phase II [Strategy D]	Carry forward for further study	<ul style="list-style-type: none"> • Moving forward independent of CCC MIS • Renewed Measure M Project, relating to the need for an intermodal gateway that will link Orange County with California’s emerging high-speed networks • Located at the confluence of two Bravo routes – Katella and State College • Serves as a transfer hub for OCTA’s bus network
High Speed Train at ARTIC [Strategy E]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Moving forward independent of CCC MIS based on HSRA analysis/funding • Provides a new mode of transportation in study area with regional connectivity
Transit utilizing PE ROW north of Garden Grove Civic Center [Strategy E]	Carry forward for further study	<ul style="list-style-type: none"> • Not modeled in screening • Moving forward based in recommendations of LA/OC Transportation Study



Table ES – 5 – Transit Screening Recommendations – Key Features and Elements (continued)

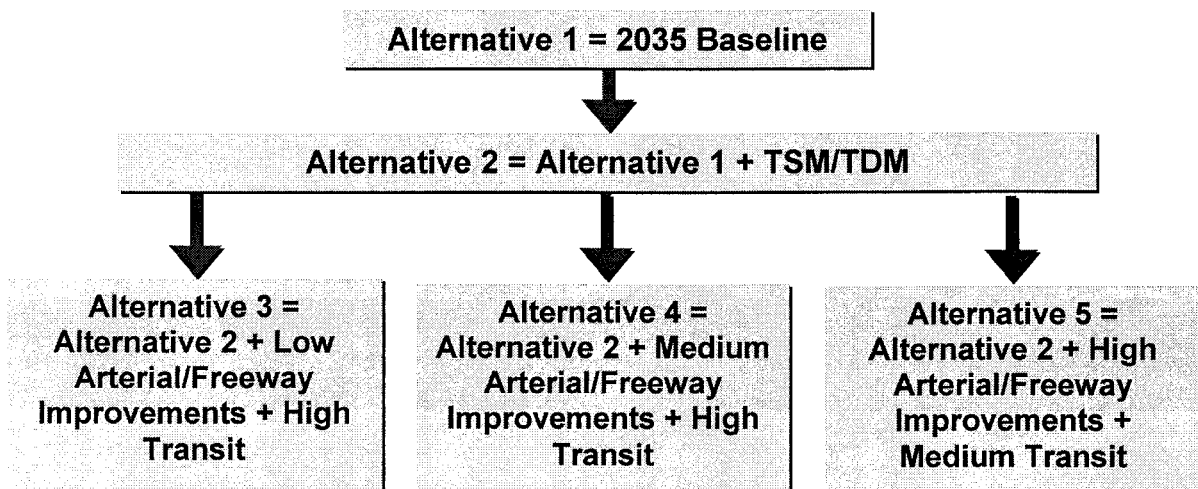
Key Feature / Element	Recommended Action	Rationale/Benefits
Technology Neutral Grade Separated Transit Facility from ARTIC to JWA [Strategy E]	Drop from further consideration	<ul style="list-style-type: none"> • 11-mile system with prohibitively high cost and lower ridership potential relative to other transit choices
BRT in Dedicated Lane (Harbor and State College/Bristol) [Strategy E]	Carry forward for further study (both potential routes)	<ul style="list-style-type: none"> • Need for faster and higher-capacity service to complement robust level of local transit service in the study area. • Good productivity • Improved connectivity with other proposed high-capacity transit services

1.9 RECOMMENDED ALTERNATIVE STRATEGIES

As a result of alternatives screening, five alternative strategies were recommended for approval by the PAC to the OCTA Board of Directors. These recommended alternatives incorporate refinements that occurred through the screening process. The Reduced Set of Alternative Strategies provides a range of choices for further study that seek to provide insight into the potential performance of various packages and levels of multimodal investment.

The reduced set of five alternative strategies has been labeled 1 through 5 and is illustrated in Figure ES-4:

Figure ES – 4 – Reduced Set of Alternative Strategies



1.10 NEXT STEPS

The Reduced Set of Alternative Strategies will undergo further technical analyses and then seek public input. Conceptual layouts will be developed as necessary to provide order of magnitude cost estimates and an assessment of the environmental and community impacts and benefits of each alternative. Travel demand forecasts will be performed to estimate the future usage of proposed transportation improvements included in each alternative. A conceptual level financial analysis will also be conducted to assess the financial implications of each alternative as well as to identify potential funding sources.

Central Orange County Major Investment Study Draft Reduced Set of Alternative Strategies

ALTERNATIVE 1 – 2035 BASELINE

The 2035 Baseline includes not only facilities and services in place today but also those transportation improvements funded and committed for implementation prior to 2035

ALTERNATIVE 2 – TSM/TDM ALTERNATIVE

TSM/TDM ARTERIAL: Arterial/Intersection Optimization & Synchronization from Strategy A (15 corridors, 47 intersections)

TSM/TDM FREEWAY: Eastbound MacArthur Boulevard – Northbound/Southbound Costa Mesa Freeway (State Route 55) Ramp Widening, State Route 55 (SR-55) Chokepoint/Operational Improvements, and Santa Ana Freeway (Interstate 5)/SR-55 1st Street/4th Street Improvement

LOW TRANSIT: Express Bus Service, Local Bus Service Improvements on North/South Routes, Enhanced Bus Rapid Transit (BRT), Pedestrian/Bicycle Improvements with Arterial Optimization and BRT, and Park & Ride Improvements

MODE	Alternative 3 (Includes ALT 1 / ALT 2) Low Arterial/Freeway Investment with High Transit	Alternative 4 (Includes ALT 1 / ALT 2) Medium Arterial/Freeway Investment with High Transit	Alternative 5 (Includes ALT 1 / ALT 2) High Arterial/Freeway Investment with Medium Transit
Brief Description	Addresses arterial congestion with key Master Plan of Arterial Highways (MPAH) widening, eliminates a freeway high-occupancy vehicle (HOV) chokepoint on Interstate 5 (I-5), and provides a major investment in transit to significantly increase ridership providing a multimodal solution.	Significantly reduces arterial congestion through the full buildout of the MPAH, provides key freeway widening and interchange improvements to reduce congestion, and provides a major investment in transit to significantly increase ridership providing a multimodal solution.	A major investment in arterial capacity and grade separations to reduce congestion and improve travel time, several major key freeway infrastructure projects to improve access and reduce chokepoints, and provides a significant investment in transit to substantially increase ridership providing a multimodal solution.
ARTERIAL	<ul style="list-style-type: none"> • Strategy B Optimization & Synchronization (7 corridors, 14 intersections) • Widening of selected MPAH facilities: <ul style="list-style-type: none"> ○ Baker Street – Bear Street to San Joaquin Transportation Corridor (State Route 73) ○ Beach Boulevard – @ San Diego Freeway (Interstate 405) Interchange ○ 1st Street – Grand Avenue to Standard Avenue ○ Edinger Avenue – Bristol Street to Main Street ○ Euclid Avenue – McFadden Avenue to Edinger Avenue ○ Grand Avenue – Santa Clara Avenue to Garden Grove Freeway (State Route 22) ○ Grand Avenue – I-5 to 4th Street ○ Warner Avenue – Raitt Street to Grand Avenue 	<p>[Includes ALT 3 Arterial Improvements]</p> <ul style="list-style-type: none"> • Full MPAH Buildout <ul style="list-style-type: none"> ○ Alton Parkway Overcrossing ○ Pacific Electric Right-of-Way (PE ROW) • SR-55 Frontage Road Improvements <ul style="list-style-type: none"> ○ SR-55 Ramps at Paularino Avenue and Baker Street 	<p>[Includes ALT 3 & 4 Arterial Improvements]</p> <ul style="list-style-type: none"> • Arterial Widening Beyond MPAH: <ul style="list-style-type: none"> ○ Euclid Avenue – Warner Avenue to Westminster Boulevard ○ Newhope Street – Warner Avenue to Westminster Boulevard ○ Harbor Boulevard – Warner Avenue to 17th Street ○ Standard Avenue – Warner Avenue to 1st Street ○ Victoria Street - Brookhurst Street to SR-55 ○ Adams Avenue – Brookhurst Street to Harbor Boulevard ○ Chapman Avenue – Brookhurst Street to Haster Street • Grade Separations: <ul style="list-style-type: none"> ○ Beach Boulevard at Katella Avenue ○ Beach Boulevard at Warner Avenue ○ Beach Boulevard at Westminster Boulevard ○ Bristol Street at 17th Street ○ Harbor Boulevard at Adams Avenue ○ 19th Street at SR-55

TSM – Transportation System Management
TDM – Transportation Demand Management

Central Orange County Major Investment Study

Draft Reduced Set of Alternative Strategies

MODE	Alternative 3 (Includes ALT 1 / ALT 2) Low Arterial/Freeway Investment with High Transit	Alternative 4 (Includes ALT 1 / ALT 2) Medium Arterial/Freeway Investment with High Transit	Alternative 5 (Includes ALT 1 / ALT 2) High Arterial/Freeway Investment with Medium Transit
FREEWAY	<ul style="list-style-type: none"> • HOV on I-5 – SR-55 to Costa Mesa Freeway (State Route 57) • SR-55/I-5 Interchange – 1st Street/4th Street Interchange Improvements 	<p>[Includes ALT 3 Freeway Improvements]</p> <ul style="list-style-type: none"> • HOV on SR-55 – I-405 to 19th Street • SR-55 Project Study Report Widening • HOV direct access ramps at Bear Street • Meats Avenue Interchange on SR-55 	<p>[Includes ALT 3 and ALT 4 Freeway Improvements]</p> <ul style="list-style-type: none"> • State Route 22 (SR-22)/SR-55 HOV Direct Connector Ramps • SR-22/PE ROW Ramp Connectors • SR-55/Newport Extension (with 19th Street Santa Ana River Crossing) • SR-22/I-5 Interchange Reconstruction • Shadow Toll Option
TRANSIT/ MULTI- MODAL	<ul style="list-style-type: none"> • Enhanced BRT • Park & Ride Improvements • Go Local Step 2 • High Capacity Fixed Guideways <ul style="list-style-type: none"> ◦ Anaheim ◦ Santa Ana • Community Based Transit Circulators • New Intermodal Stations at Key Locations • Anaheim Regional Transportation Intermodal Center (ARTIC) • High Speed Train – ARTIC to Los Angeles Union Station (LAUS) • BRT in Dedicated Lane (John Wayne Airport (JWA) to ARTIC/Anaheim Resort) <ul style="list-style-type: none"> ◦ Via Harbor Boulevard ◦ Via State College Boulevard/Bristol Street <p>(BRT spur along PE ROW is not included because the MPAH is not built out in this alternative, which is a prerequisite for this improvement)</p>	<ul style="list-style-type: none"> • Enhanced BRT • Park & Ride Improvements • Go Local Step 2 • High Capacity Fixed Guideways <ul style="list-style-type: none"> ◦ Anaheim ◦ Santa Ana • BRT Spur along PE ROW • Community Based Transit Circulators • New Intermodal Stations at Key Locations • ARTIC • High Speed Train – ARTIC to LAUS • BRT in Dedicated Lane (JWA to ARTIC/Anaheim Resort) <ul style="list-style-type: none"> ◦ Via Harbor Boulevard ◦ Via State College Boulevard/Bristol Street 	<ul style="list-style-type: none"> • Enhanced BRT • Park & Ride Improvements • Go Local Step 2 • High Capacity Fixed Guideways <ul style="list-style-type: none"> ◦ Anaheim ◦ Santa Ana • BRT Spur along PE ROW • Community Based Transit Circulators • New Intermodal Stations at Key Locations • ARTIC • High Speed Train – ARTIC to LAUS <p>(Medium transit does not include BRT in dedicated lane)</p>

PowerPoint

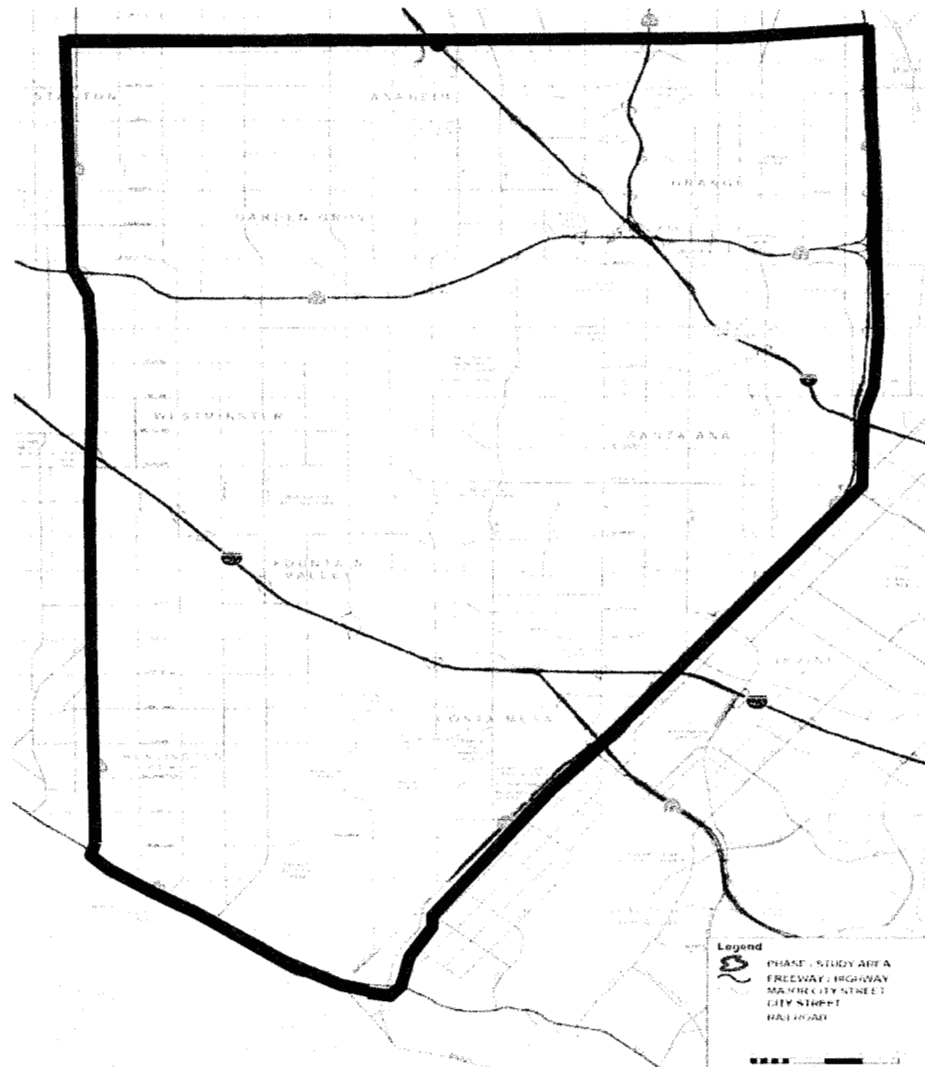
Presentation

**Central County Corridor
Major Investment Study
Reduced Set of Alternative Strategies**

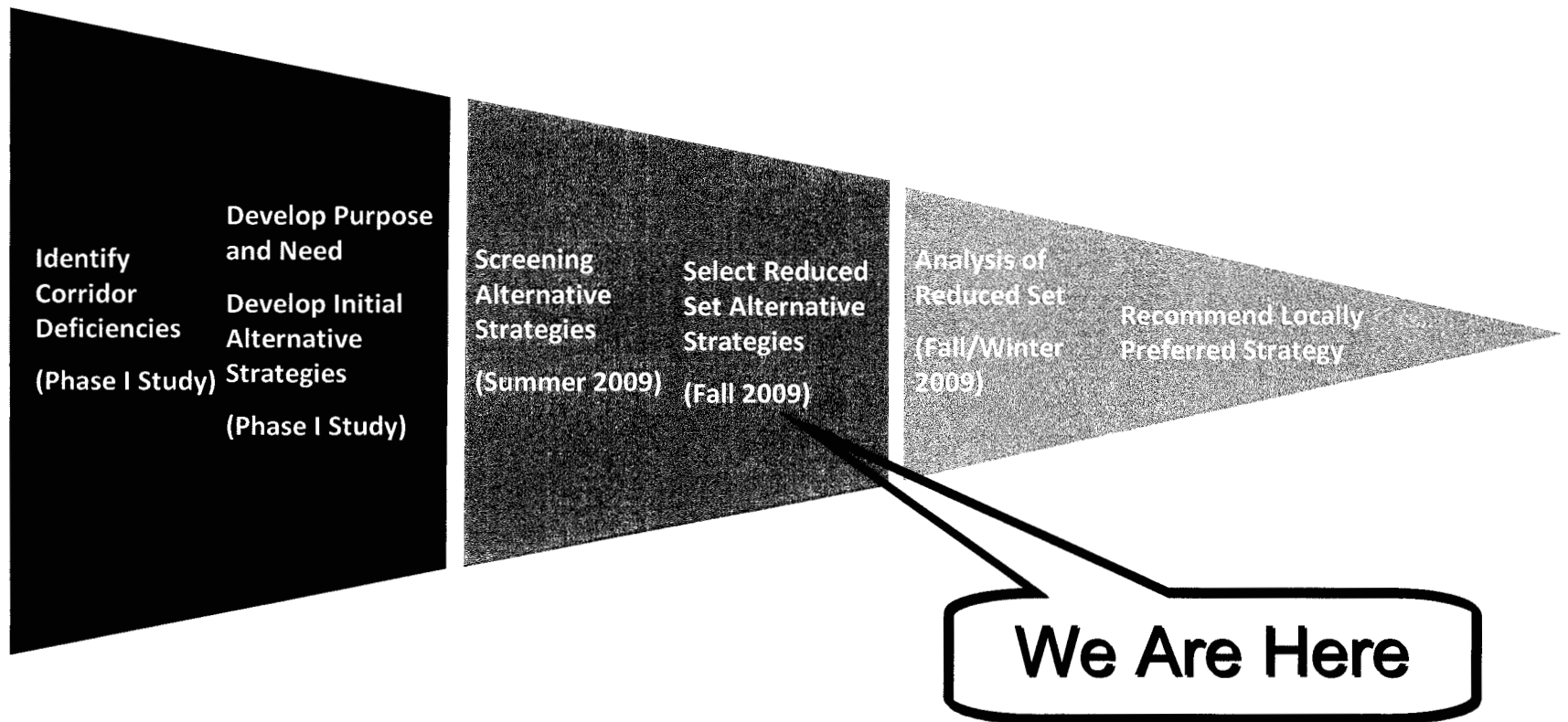
**Board of Directors' Meeting
October 9, 2009**



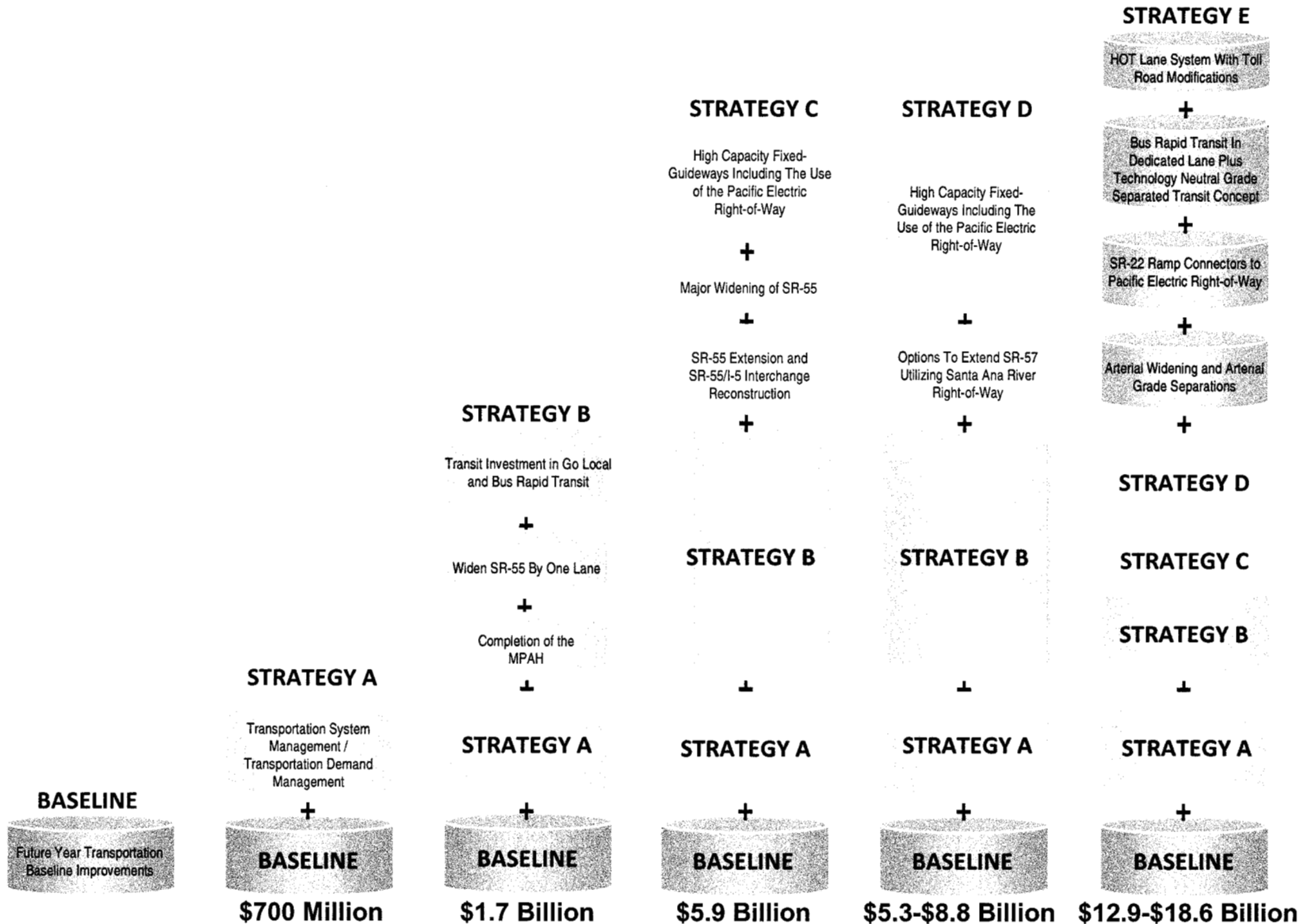
Central County Study Area



Major Investment Study Process & Status



Alternative Strategies and Total Capital Cost



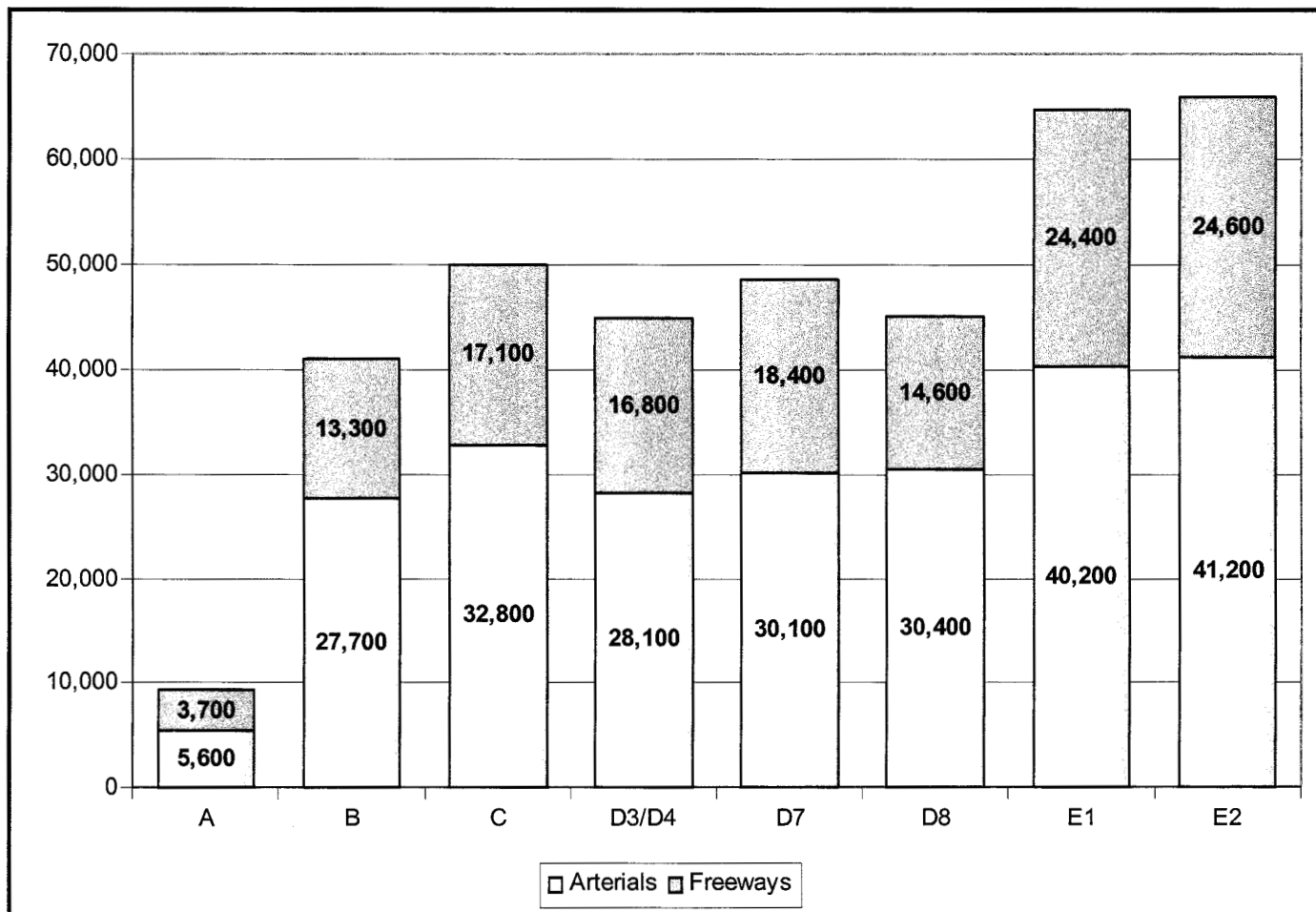
Strategy D

SR-57 Extension via Santa Ana River

- Includes Strategy A and B
- SR-57 extension study options include:
 - D3: Freeway cut and cover tunnel
 - D4: Freeway in dual bore tunnel
 - D7: Freeway tunnel unconstrained alignment
 - D8: Bridge level arterial with intersections

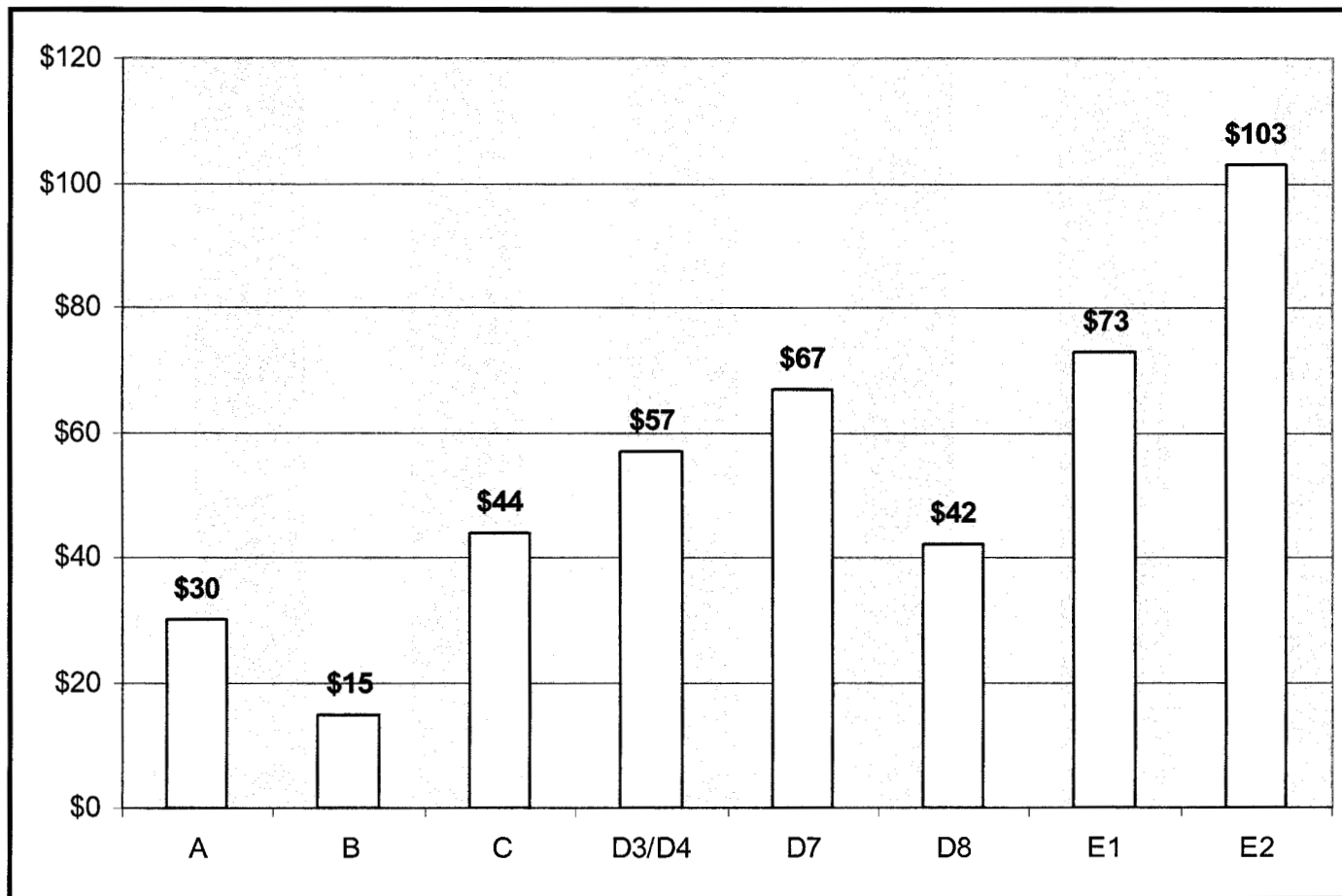
Travel Time Savings

Improvement in Daily Vehicle Hours of Delay Compared to 2035 Baseline



Cost Benefit Analysis

Estimated Improvement Cost Per Vehicle Hour Saved (annualized)
(lower is better)



Technical Recommendations

Strategy	Recommendation	Rationale
Strategy A	Carry Forward for Further Study	<ul style="list-style-type: none">• Meets federal requirement• Relatively low-cost• Near-term phasing option
Strategy B	Carry Forward for Further Study	<ul style="list-style-type: none">• Meets Renewed Measure M• Chokepoint congestion relief• Significant transit investment
Strategy C	Eliminate SR-55 Expansion Element	<ul style="list-style-type: none">• Not cost-effective• Extensive right-of-way (ROW)

Technical Recommendations (continued)

Strategy	Recommendation	Rationale
Strategy D3/D4	Eliminate Tunnel Element	<ul style="list-style-type: none">• Prohibitively high-cost• Extensive ROW impacts
Strategy D7	Eliminate Unconstrained Tunnel	<ul style="list-style-type: none">• Prohibitively high-cost• Extensive ROW impacts
Strategy D8	Eliminate Bridge Level Arterial Element	<ul style="list-style-type: none">• Not cost-effective• Environmental impacts
Strategy E	Eliminate Major Elements of C-D	<ul style="list-style-type: none">• Prohibitive costs• Extensive ROW and environmental impacts

Reduced Set of Alternative Strategies

Alternative 1 – Baseline 2035

Examples include -

- High-occupancy vehicle (HOV) connectors SR-22/I-405/I-605
- High frequency Metrolink service
- Smart street strategies on key arterials
- Express bus and bus rapid transit (BRT) on select routes

Reduced Set continued...

Alternative 2 – TSM/TDM (includes Alternative 1)

Examples include –

- Arterial/intersection optimization and synchronization
- Minor choke point projects on SR-55
- Local bus service improvements on north/south routes
- Express bus service
- BRT enhancements
- Pedestrian/bicycle improvements
- Park and Ride improvements

Reduced Set continued...

Alternative 3 – (includes Alternatives 1 and 2)

Examples include –

- Improvement of select Master Plan of Arterial Highways (MPAH) facilities
- HOV lane on I-5 between SR-55 and SR-57
- SR-55/I-5 interchange improvements
- Enhanced BRT including dedicated lanes
- Go Local rubber tire projects
- Go Local high capacity fixed guideways

Reduced Set continued...

Alternative 4 – (includes Alternatives 1-3 with transit addition)

Examples include

- Full MPAH build out
- SR-55 frontage roads and ramp improvements
- SR-55 HOV lane extension to 19th Street
- SR-55 widening between I-5 and I-405
- SR-55 HOV direct access ramps at Bear Street and new interchange at Meats Avenue
- BRT spur line along the Pacific Electric (PE) ROW

Reduced Set continued...

Alternative 5 – (includes Alternatives 1-4 with transit difference)

Examples include

- Arterial improvements (seven locations) beyond MPAH
- Arterial grade separations (six locations)
- SR-22/SR-55 HOV direct connector ramps
- SR-55 widening by one lane between SR-22 and I-5
- SR-22/PE ROW ramp connectors
- SR-55/Newport Boulevard extension
- SR-22/I-5/SR-57 interchange reconstruction (2 options)
- 91 Express Lanes to Foothill/Eastern Transportation Corridor toll-to-toll connector and shadow tolls

* BRT in dedicated lanes are removed from this alternative

Committee Working Groups

- Stakeholder Working Group on August 5, 2009
 - Feedback on technical recommendation
- Technical Working Group on August 6, 2009
 - Consensus on technical recommendation
- Policy Advisory Committee on August 27, 2009
 - Unanimous support for technical recommendation
 - Recommended SR-55 (major expansion) and SR-57 extension (arterial D8 option) not be studied further but be preserved for future cost benefit analysis

Recommendation/Direction

- Approve the initial screening report and reduced set of alternative strategies for additional engineering and environmental analysis
- Direct staff to return to the Board of Directors by April 2010 with an update



MEMORANDUM

October 9, 2009

To: Members of the Board of Directors
From: Will Kempton, Chief Executive Officer
Subject: American Recovery and Reinvestment Act Program Update

Overview

The American Recovery and Reinvestment Act of 2009 provides \$212.4 million in formula funding for Orange County. The high-speed intercity rail discretionary grant program (HSIRP) has the potential of providing more than \$4.5 billion to the California High-Speed Rail Authority and Orange County, including capital funding for the Anaheim to Los Angeles segment of the California High-Speed Rail Project. The Transportation Investment Generating Economic Recovery (TIGER) discretionary program may also fund additional projects in Orange County. A brief status is provided below.

- **Formula Funding** – Attachment A lists the status of the program of projects funded with \$212.4 million of American Reinvestment and Recovery Act 2009 funds. The construction contract for the Riverside Freeway (State Route 91) eastbound project has been awarded. The Garden Grove Freeway (State Route 22)/San Diego Freeway (Interstate 405) carpool connectors and local agency street rehabilitation projects are proceeding on schedule. Attachment B provides further details on the status of the local agency street projects. Transit capital assistance funding has been fully obligated for a multi-year program.
- **High-Speed Rail** – Applications for near-term improvements (Track 1) projects were submitted to the Federal Railroad Administration and are under consideration. Track 2 applications for high-speed rail projects will be submitted on October 2, 2009, and include \$2 billion in funding for the Anaheim-Los Angeles segment of California High-Speed Rail Project.
- **TIGER** – The Orange County Transportation Authority (OCTA) has nominated positive train control and the Gene Autry Way Interchange Project to be included in the TIGER application. The State of California provided support for these two projects and included them in the Tier 1 list of the State of California nominated projects. A copy of a support

letter from OCTA to Secretary LaHood regarding the Gene Autry Way Interchange Project is provided as Attachment C.

Staff will further discuss the status of the program of projects funded by the American Recovery and Reinvestment Act of 2009, as well as the TIGER and HSIRP project nominations at the meeting.

Attachments

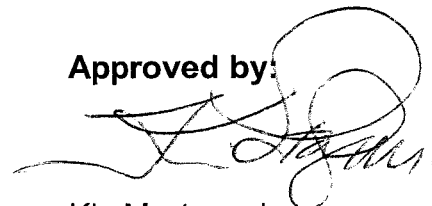
- A. American Recovery and Reinvestment Act Program Status
- B. Local Agency Project Status – September 25, 2009
- C. Letter to Mr. Raymond H. LaHood, Secretary of Transportation, dated September 21, 2009

Prepared by:



Abbe McClenahan
Capital Programs Manager
(714) 560-5673

Approved by:



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

American Recovery and Reinvestment Act Program Status

Project Description	Allocation \$ x 1,000	Project Status
Highway Infrastructure	\$ 129,881	
SR-91 Eastbound New Lane from SR-241 to SR-71	\$ 47,888	Contract awarded August 28, 2009
SR-22/I-605/I-405 Carpool Connectors	\$ 49,624	Pending federal authorization to proceed
Local Agency Projects (40 projects)	\$ 32,369	• 1 project pending federal authorization to proceed (obligation of funds) • 39 projects preparing for advertisement and contract award
Sub-total	\$ 129,881	
Transit Capital Assistance	\$ 77,302	
Bus Preventative Maintenance/Cost of Contracting	\$ 68,372	Funds obligated; \$29,242 expended
Fixed-Route Operating Assistance	\$ 7,680	Pending FTA grant amendment
Fall Protection Bus Base Capital Improvements	\$ 500	Pending start of construction
Joint Sealant - Irvine Base	\$ 250	100% complete
Laguna Beach Transit Capital	\$ 500	Pending execution of FTA grant
Sub-total	\$ 77,302	
Rail Modernization Revenues (Metrolink)	\$ 1,234	
Metrolink Positive Train Control (OCTA share)	\$ 1,234	In process
Sub-total	\$ 1,234	
Transportation Enhancement Revenues	\$ 4,049	
Costa Mesa - Fairview Avenue/I-405 Landscape Enhancement Project	\$ 500	Pending bid process and award
Cypress - Moody Street Beautification Project	\$ 500	Pending bid process and award
Huntington Beach - Edinger Avenue Parkway Improvements, Phase 2	\$ 156	Pending bid process and award
Irvine - Jeffrey Road/I-405 Bike Bridge Landscaping	\$ 354	Pending bid process and award
Laguna Niguel - Landscape and Street Improvements for Camino Capistrano	\$ 500	Pending bid process and award
Orange - Tustin Branch Rail Trail	\$ 1,889	Pending bid process and award
Villa Park - Taft Avenue Landscape	\$ 150	Pending bid process and award
Sub-total	\$ 4,049	
TOTAL Formula Apportionments	\$ 212,466	
Transportation Investment Generating Economic Recovery	\$ 67,300	
Gene Autry Way	\$ 29,000	Pending grant award announcement
Positive Train Control	\$ 38,300	Pending grant award announcement
Sub-total	\$ 67,300	
High-Speed Intercity Passenger Rail - Track 1	\$ 152,000	
Laguna Niguel - San Juan Capistrano Double Track	\$ 48,000	Pending grant award announcement
LOSSAN Crossovers and Additional Track	\$ 11,000	Pending grant award announcement
LOSSAN Systemwide Track Upgrades	\$ 67,000	Pending grant award announcement
LOSSAN Signal Communications Upgrades	\$ 10,000	Pending grant award announcement
LOSSAN Signal and Wayside Detector Upgrades and Re-Spacing	\$ 14,000	Pending grant award announcement
New Maintenance of Way Spurs	\$ 2,000	Pending grant award announcement
Sub-total	\$ 152,000	
TOTAL Discretionary Grants	\$ 219,300	

Jobs Created - Formula Funds - 5,906

Jobs Created - Discretionary Grants - 6,096

SR-91 - Riverside Freeway (State Route 91)
SR-241 - Foothill Transportation Corridor
SR-71 - Corona Expressway (State Route 71)
SR-22 - Garden Grove Freeway (State Route 22)
I-605 - San Gabriel River Freeway (Interstate 605)
I-405 - San Diego Freeway (Interstate 405)
OCTA - Orange County Transportation Authority
LOSSAN - Los Angeles - San Diego Rail Corridor
FTA - Federal Transit Administration

Local Agency Project Status - September 25, 2009

County/City	Project Description	Project Status	ARRA Funding
Rehabilitation			
Anaheim	Reconstruction - Magnolia Ave - South City Limits to Ball Road	Advertised for construction	\$ 1,100,000
Anaheim	Reconstruction - East St - Santa Ana to Cypress Street	Pending contract award	\$ 1,000,000
Anaheim	Reconstruction - Miraloma - East City Limits to west of Tustin	Pending contract award	\$ 650,000
Anaheim	Reconstruction - Broadway - East Street to Bond	Pending contract award	\$ 650,000
Aliso Viejo	Pacific Park Drive Rehabilitation -Cheyenne to Aliso Viejo Parkway	Preparing bid documents	\$ 500,000
Brea	Associated Road Project-Birch to Imperial Highway	Preparing bid documents	\$ 566,479
Buena Park	Knott Avenue Rehabilitation La Palma to Crescent	Preparing bid documents	\$ 892,590
Cypress	Street Rehabilitation (Valley View), Cerritos to Katella	Preparing bid documents	\$ 544,516
Costa Mesa	Santa Ana Improvement Project, 17th St. to 22nd	Pending contract award	\$ 1,400,000
Dana Point	Arterial roadway rehabilitation on Del Prado from Copper Lantern to Golden Lantern and Stonehill Drive from Seaside Drive to City Limit with San Juan Capistrano.	Preparing bid documents	\$ 500,000
Fountain Valley	Warner (Mag - Bushard) & Bushard (Ellis - Talbert) Roadway Rehabilitation	Advertised for construction	\$ 619,157
Fullerton	Lemon Reconstruction from Berkeley to Brea	Preparing bid documents	\$ 1,178,639
Garden Grove	Harbor Boulevard Rehabilitation Garden Grove to Chapman	Preparing bid documents	\$ 1,000,000
Huntington Beach	Slater Ave. Graham to Golden West	Advertised for construction	\$ 1,773,757
Irvine	Red Hill Rehab Red Hill Avenue between Reynolds Avenue and Deere Avenue	Pending contract award	\$ 2,462,713
Lake Forest	Street Resurfacing PW2007.17D - Trabuco Road from Lake Forest Drive to south City Limit	Advertised for construction	\$ 749,310
Laguna Hills	Laguna Hills Drive Pavement Rehabilitation, Moulton Parkway to Paseo de Valencia	Preparing bid documents	\$ 500,000
Laguna Niguel	Aliso Creek Road Pavement Rehabilitation Project, Alicia Parkway to La Paz	Preparing bid documents	\$ 646,269
Laguna Woods	El Toro Road Pavement Rehabilitation, Westerly city limit to Calle Sonora	Preparing bid documents	\$ 500,000
La Habra	Idaho Street from Imperial Highway (Route 90) to South City Limits	Preparing bid documents	\$ 500,000
La Palma	Orangethorpe Pavement Rehabilitation - Valley View Street to Moody Street/West City Limits in the City of La Palma	Preparing bid documents	\$ 500,000
Los Alamitos	Katella Avenue pavement rehabilitation/resurfacing (Appx o.4 miles), Siboney to Walker St.	Preparing bid documents	\$ 500,000
Mission Viejo	Pavement rehabilitation of arterial roadways (northeast quadrant), Olympiad Rd - Alicia Parkway to Marguerite Parkway, Alicia Parkway - Olympiad Rd. to East City Limit, Trubuco Rd. - Los Alisos Blvd. to North City Limit	Preparing bid documents	\$ 898,537
Newport	Balboa Boulevard Street Rehabilitation, 22nd St. to 44th St.	Pending contract award	\$ 1,083,924
Orange	Chapman Ave Rehabilitation from Main to 300' E/o Pixley and Hewes to 100' E/o Cannon	Preparing bid documents	\$ 1,620,734
Placentia	Placentia Avenue Rehabilitation - Palm Dr to Mystic Ave	Preparing bid documents	\$ 500,000
Rancho Santa Margarita	Alicia Parkway Pavement Rehabilitation- Santa Margarita Parkway to South City Limit- S/B	Preparing bid documents	\$ 375,000
Rancho Santa Margarita	Robinson Ranch Road Rehabilitation- Plano Trabuco Road to North Peak Drive	Preparing bid documents	\$ 125,000
San Clemente	Ola Vista Rehabilitation from Ave. Palizada to Calafia	Pending 1511 certification and obligation of funds	\$ 500,000

Local Agency Project Status - September 25, 2009

County/City	Project Description	Project Status	ARRA Funding
San Juan	Camino Capistrano Rehabilitation, from La Zanja to San Juan Creek Road	Preparing bid documents	\$ 500,000
Seal Beach	Rehabilitate the asphalt road on Seal Beach Boulevard from Pacific Coast Highway to Bolsa Ave.	Preparing bid documents	\$ 500,000
Stanton/Orange	Dale Street Rehabilitation - Katella Avenue to Cerritos Avenue	Advertised for construction	\$ 500,000
Santa Ana	McFadden Avenue: Standard to Maple	Advertised for construction	\$ 980,000
Santa Ana	McFadden Avenue: Bristol to Flower	Advertised for construction	\$ 850,000
Santa Ana	Civic Center Dr. from French to Santiago	Advertised for construction	\$ 712,704
Tustin	Jamboree Road Pavement Rehabilitation from 2,750 feet north of Tustin Ranch Road to north City Limits	Preparing bid documents	\$ 813,324
Villa Park	Santiago Blvd. from Prado Woods Dr. to the East City limits and Lemon St. from Villa Pard Rd. to Valley Dr.	Preparing bid documents	\$ 500,000
Yorba Linda	Village Center Dr Rehab from Via Pepita to Fairmont	Advertised for construction	\$ 525,255
Westminster	Brookhurst st improvement from Hazard Avenue to Bolsa Avenue	Pending contract award	\$ 813,214
County of Orange	Pavement Rehabilitation of Newport Avenue - Wass St to Hyde Pk Dr	Preparing bid documents	\$ 1,837,401
Local agency rehabilitation subtotal			\$ 32,368,523
Transportation Enhancement			
Villa Park	Taft Ave Landscape	Preparing bid documents	\$ 150,000
Irvine	Jeffrey/I-405 Bike Bridge Landscaping	Advertised for construction	\$ 354,000
Costa Mesa	Fairview/Interstate-405 Landscape Enhancement Project	Advertised for construction	\$ 500,000
Cypress	Moody Street Beautification Project	Preparing bid documents	\$ 500,000
Huntington Beach	Edinger Avenue Parkway Improvements, Phase 2	Advertised for construction	\$ 156,000
Laguna Niguel	Landscape and Street Improvements for Camino Capistrano	Preparing bid documents	\$ 500,000
Orange	Tustin branch rail trail along the Santiago creek from Tustin St. to Walnut AVE. and City Owned RW from Walnut Ave. to Collins Ave. fills 2 mile gap in a regional trail	Preparing bid documents	\$ 1,889,000
TE subtotal			\$ 4,049,000
TOTAL REHABILITATION AND TE			\$ 36,417,523

Project status summary

Obligated to date	98.60%
Pending obligation of funds	1.40%
Pending obligation of funds	\$500,000
Preparing bid documents	\$19,037,489
Advertised for construction	\$8,820,183
Pending contract award	\$8,059,851



September 21, 2009

BOARD OF DIRECTORS

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Mr. Raymond H. LaHood
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

**RE: Gene Autry Way (West) Highway/Santa Ana Freeway (Interstate 5)
High-Occupancy Vehicle Interchange Project**

Dear Secretary LaHood:

On behalf of the Orange County Transportation Authority's (OCTA) Board of Directors (Board), we strongly urge your favorable consideration of the City of Anaheim's Transportation Investment Generating Economic Recovery (TIGER) grant application. Anaheim is requesting \$29 million in TIGER grant funds to complete the Gene Autry Way (West) Highway/Santa Ana Freeway (Interstate 5) High-Occupancy Vehicle (HOV) Interchange Project.

The \$75 million project is shovel-ready. All federal and state environmental clearances are secured and the California Department of Transportation will issue all permits necessary for construction by January 2010. Anaheim officials are developing construction procurement documents and are ready to release a notice inviting bids for construction. Construction contracts can be executed immediately upon a TIGER grant award. **The project will generate approximately 1,470 annual full-time equivalent jobs with earnings of \$61.1 million. The entire project is projected to sustain economic activity in Southern California in the amount of \$189.6 million.**

Interstate 5 (I-5) has been Orange County's "Main Street" for more than 40 years. In that time, the County's rapid growth has directly impacted the I-5 and its ability to handle the increasing number of vehicles using the freeway every day. The Gene Autry Way (West) Highway/I-5 HOV Interchange Project is a top priority project for the City of Anaheim and the OCTA Board. We urge your favorable consideration.

Sincerely,

Peter Buffa
Chairman

PB:be

c: OCTA Board
Will Kempton, Chief Executive Officer

CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer