

**Date:** Monday, January 14, 2008

**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  
OCTA Headquarters  
First Floor - Room 154, 600 South Main Street  
Orange, California  
*Monday, January 14, 2008, at 9:00 a.m.*

*ACTIONS*

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.

### **Invocation**

Director Pringle

### **Pledge of Allegiance**

Director Campbell

### **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.



## **BOARD AGENDA**

ACTIONS

### **Special Matters**

**1. Administration of Oaths of Office to OCTA Board Members**

Directors Cavecche, Glaab, Green, Pringle, and Rosen will be sworn in.

**2. Salute to Chairman Carolyn V. Cavecche - a Year in Review**

### **Consent Calendar (Items 3 through 13)**

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 December 10, 2007.

**4. Approval of Board Member Travel**

Approve a travel authorization for Chairman Cavecche for last-minute travel to New York December 12-14, 2007.

**5. Approval of Name Change for the Transit Planning and Operations Committee**

Approval for the Committee formerly known as the "Transit Planning and Operations Committee" to be renamed the "Transit Committee".



## BOARD AGENDA

ACTIONS

6. **Award of Construction Contract for Americans with Disabilities Act Bus Stop Modifications (Phase 3, Construction Package 10)**  
Dipak Roy/Kia Mortazavi

### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2007-08 Budget, the Board of Directors approved funds for construction of Americans with Disabilities Act improvements at the Orange County Transportation Authority's bus stops countywide. Bids were solicited and received for the construction of these improvements in accordance with the Orange County Transportation Authority's public works procurement procedures.

### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1244 between the Orange County Transportation Authority and LH Engineering Company, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$847,117, for Americans with Disabilities Act bus stop modifications in the cities of Lake Forest, Laguna Hills, Aliso Viejo, Laguna Niguel, Dana Point, San Clemente, and Laguna Woods.

7. **Renewed Measure M Progress Report**  
Kelly Hart/Ellen S. Burton and Monte Ward

### **Overview**

Staff has prepared a Renewed Measure M progress report for August 2007 through December 2007. The report will be updated online each quarter and highlight progress on Renewed Measure M projects and programs.

### **Recommendation**

Receive and file as an information item.



## **BOARD AGENDA**

ACTIONS

### **Orange County Service Authority for Freeway Emergencies Consent Calendar Matters**

#### **8. Fiscal Year 2007-08 Freeway Service Patrol Program Fund Transfer Agreement**

Iain C. Fairweather

##### ***Overview***

The Orange County Freeway Service Patrol receives funding from the California Department of Transportation under the terms of annual funding agreements. The fiscal year 2007-08 funding agreement will provide a total of \$3,784,888 for the Freeway Service Patrol program through June 30, 2008.

##### ***Recommendation***

Authorize the Chief Executive Officer to execute Agreement No. C-7-1415 between the Orange County Transportation Authority and California Department of Transportation for fiscal year 2007-08 Freeway Service Patrol funding.

### **Orange County Local Transportation Authority Calendar Matters**

#### **9. Amendment to Agreement to Exercise Second Option Year for Maintenance Services Along the Orange County Transportation Authority's Railroad Right-of-Ways**

Dinah Minteer/Kia Mortazavi

##### ***Overview***

On December 8, 2003, the Board of Directors approved an agreement with Joshua Grading & Excavating, Inc., in the amount of \$2,730,000, to provide preventative and corrective maintenance of the Orange County Transportation Authority's railroad rights-of-way. Joshua Grading & Excavating, Inc., was retained in accordance with the Orange County Transportation Authority's procurement procedures for technical and professional services.



## BOARD AGENDA

ACTIONS

9. (Continued)

***Recommendation***

Authorize the Chief Executive Officer to exercise the second one-year option and execute Amendment No. 2 to Agreement No. C-3-0912 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., in an amount not to exceed \$1,250,000, for preventative and corrective maintenance of the Orange County Transportation Authority's railroad rights-of-way.

10. **Cooperative Agreements with the Cities of Placentia and Laguna Woods for the Go Local Program**

Darrell E. Johnson/Kia Mortazavi

***Overview***

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Placentia and Laguna Woods to establish roles and responsibilities and define a proposed project concept for Step One of the Go Local program.

***Recommendations***

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-0195 between the Orange County Transportation Authority and the City of Placentia, in an amount not to exceed \$100,000, to participate in a study to refine the 2004 North Orange County Transit Study to focus on Metrolink connections.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1096 between the Orange County Transportation Authority and the City of Laguna Woods, in an amount not to exceed \$100,000, to conduct an updated study with emphasis on improving connectivity to Metrolink.



## BOARD AGENDA

ACTIONS

### Orange County Transit District Consent Calendar Matters

**11. Approval to Release Request for Proposals for Non-Revenue Hybrid Electric Vehicles**

Connie Raya/Beth McCormick

**Overview**

Staff has developed the proposed evaluation criteria weighting to initiate the competitive procurement process to select a firm to provide 93 non-revenue hybrid electric company-equipment-assigned vehicles. These vehicles are used for coach operator relief's and shift changes.

**Recommendations**

- A. Approve the proposed evaluation criteria and weightings.
- B. Approve the release of a request for proposals for replacement of 93 non-revenue hybrid electric company-equipment-assigned vehicles.

**12. Consultant Selection for Design Services for Bus Stop Enhancements for the Bus Rapid Transit Project**

Gordon Robinson/Beth McCormick

**Overview**

On October 5, 2007, the Orange County Transportation Authority Board of Directors authorized the release of a request for proposals for design services for bus stop enhancements for the bus rapid transit project.

**Recommendations**

- A. Select IBI Group as the top ranked firm to provide design services for bus stop enhancements for the bus rapid transit project.
- B. Authorize staff to request a cost proposal from IBI Group and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final Agreement No. C-7-0972 in an amount not to exceed \$2,400,000.



## BOARD AGENDA

ACTIONS

13. **Agreement for an Electronic Timekeeping System**  
Connie Raya/Beth McCormick

### *Overview*

The Orange County Transportation Authority currently uses a timekeeping software product called Enterprise Timekeeping Optimization System for all employees in the Maintenance Department. This product is proprietary. It was implemented almost 10 years ago and has become failure prone and part of the package is no longer supported. As part of the Orange County Transportation Authority's Fiscal Year 2007-08 Budget, the Board of Directors approved the purchase of an electronic timekeeping system for the Maintenance Department. Proposals were received in accordance with the Orange County Transportation Authority's fixed assets procurement procedures.

### *Recommendation*

Authorize the Chief Executive Officer to issue Agreement No. C-7-1118 between the Orange County Transportation Authority and Kronos Incorporated, in an amount not to exceed \$457,287, for an electronic timekeeping system.

## Regular Calendar

There are no Regular Calendar matters.

## Discussion Items

14. **Study of Metrolink Service Benefits**  
Kia Mortazavi

Linda Bohlinger, Vice President, HNTB Corporation, will provide a presentation to the Board.

15. **State Highway Operations and Protection Program Safety Improvements Update**  
Jim Beil, Caltrans, District 12





## BOARD AGENDA

ACTIONS

16. **Introduction of Federal Legislative Consultants**  
Richard J. Bacigalupo
17. **Chief Executive Officer's Report**
18. **Election of Orange County Transportation Authority Board Chair**
19. **Election of Orange County Transportation Authority Board Vice Chair**
20. **Directors' Reports**
21. **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.

22. **Closed Session**

A Closed Session is not scheduled.

23. **Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, January 28, 2008**, at the OCTA Headquarters.



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  
December 10, 2007

## Call to Order

The December 10, 2007, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Cavecche at 9:04 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## Roll Call

Directors Present: Carolyn Cavecche, Chairman  
Chris Norby, Vice Chair  
Jerry Amante  
Patricia Bates  
Arthur C. Brown  
Peter Buffa  
Paul Glaab  
Cathy Green  
Allan Mansoor  
John Moorlach  
Janet Nguyen  
Curt Pringle  
Miguel Pulido  
Mark Rosen  
Gregory T. Winterbottom  
Cindy Quon, Governor's Ex-Officio Member

Also Present: Arthur T. Leahy, Chief Executive Officer  
Paul C. Taylor, 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: Bill Campbell  
Richard Dixon

## **Invocation**

Director Bates gave the invocation.

## **Pledge of Allegiance**

Director Pringle led the Board and audience in the Pledge of Allegiance.

## **Public Comments on Agenda Items**

Chairman Cavecche 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. Orange County Building Industry Association Award Presentation**

Kristine Thalman, Chief Executive Officer of the Orange County Building Industry Association, introduced Andy Bernstein, Chair of the Ruby Slippers Award Committee, who presented the covered "Ruby Slippers Award" to Chairman Cavecche and the Board for OCTA's commitment to advancing solutions to critical housing issues in Orange County, specifically with the work done for the renewal of Measure M.

### **2. Proposed Federal Fiscal Year 2007-08 Federal Transit Administration Section 5307 Program of Projects – Public Hearing**

A public hearing was conducted for approval of the submission to the Board for publication the proposed Federal Fiscal Year 2007-08 Program of Projects.

(A verbatim transcript of this Public Hearing is available through the Clerk of the Board's office.)

Wendy Knowles, Clerk of the Board, read into the record the legal procedure by which the public was notified of today's public hearing.

Chairman Cavecche opened the public hearing and invited the public to address the Board, should they choose to do so.

Kia Mortazavi, Executive Director of Development, presented this item for the Board, followed by a brief question-and-answer period.

At this time, Chairman Cavecche invited members of the public to address the Board; no public comments were offered.

**2. (Continued)**

A motion was made by Director Brown, seconded by Director Green, and declared passed by those present, to close the public hearing.

Hearing no additional comments, a motion was made by Director Rosen, seconded by Director Moorlach, and declared passed by those present, to approve for submission for publication the proposed Federal Fiscal Year 2007-08 Program of Projects.

Vice Chairman Norby and Director Pulido were not present to vote on this item.

**3. Presentation of Resolutions of Appreciation for Employees of the Month for December 2007**

Chairman Cavecche presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-74, 2007-75, 2007-76 to Dane Koch, Coach Operator; Tony Nguyen, Maintenance; and Carolina Coppolo, Administration, as Employees of the Month for December 2007.

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

Chairman Cavecche presented Orange County Transportation Authority Resolution of Appreciation No. 2007-78 to Orange County Sheriff's Deputy Joe Moreno.

**Consent Calendar (Items 5 through 28)**

Chairman Cavecche 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 action on a specific item.

**Orange County Transportation Authority Consent Calendar Matters**

**5. Approval of Minutes**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of November 26, 2007.

**6. Approval of Resolutions of Appreciation for Employees of the Month for December 2007**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-74, 2007-75, and 2007-76 to Dane Koch, Coach Operator; Tony Nguyen, Maintenance; and Carolina Coppolo, Administration, as Employees of the Month for December 2007.

**7. Approval of Resolution of Appreciation to Orange County Sheriff's Department Employee of the Quarter**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to adopt Orange County Transportation Authority Resolution of Appreciation No. 2007-78 for Orange County Sheriff's Deputy Joe Moreno.

**8. Proposed Board of Directors' Meeting Calendar for the Year 2008**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to adopt the Orange County Transportation Authority and affiliated agencies Board of Directors' meeting calendar for the year 2008.

**9. State Triennial Performance Audit Update**

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

**10. Implementation of Draft Audit Responsibilities of the Finance and Administration Committee**

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

- A. Adopt the Draft Audit Responsibilities of the Finance and Administration Committee.
- B. Approve the Implementation Plan of the Draft Audit Responsibilities of the Finance and Administration Committee.

**11. Performance Evaluation of Sacramento Legislative Advocate, Sloat Higgins Jensen & Associates**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to receive staff's evaluation as an information item and provide any additional comments.

**12. State Legislative Status Report of Legislation Enacted in 2007**

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

**13. Federal Legislative Status Report**

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

**14. Amendment to Agreement for Additional Design Services for the San Diego Freeway (Interstate 5) at Oso Parkway Interchange Improvement Project**

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

- A. Ratify Amendment No. 2 to Agreement C-5-2712 between the Orange County Transportation Authority and CH2M Hill, in an amount not to exceed \$149,195, for additional design services to improve the San Diego Freeway (Interstate 5) and Oso Parkway interchange, bringing the total contract value to \$1,672,197.
- B. Authorize staff to request an amendment to the Regional Transportation Improvement Program and State Transportation Improvement Program as well as execute any necessary agreements to facilitate the above action.

Directors Nguyen and Rosen abstained from voting on this item pursuant to Government code Section 84308.

**15. Cooperative Agreement with the City of Anaheim for the Development of the Anaheim Regional Transportation Intermodal Center**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to authorize the Chief Executive Officer to execute Cooperative Agreement C-7-1288 between the Orange County Transportation Authority and the City of Anaheim, in an amount not to exceed \$1,535,250, for the next stage of development for the Anaheim Regional Transportation Intermodal Center.

**16. Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account**

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

- A. Authorize the Chief Executive Officer to submit project nominations to the California Department of Transportation for the Public Transportation Modernization, Improvement, and Service Enhancement Account established by the passage of Proposition 1B.
- B. Authorize staff to process all necessary Regional Federal Transportation Improvement Program and State Transportation Improvement Program amendments and execute any necessary agreements to facilitate the above actions.

**17. Combined Transportation Funding Program Call for Projects and Guidelines**

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

- A. Approve the 2007 Combined Transportation Funding Program guidelines and evaluation criteria.
- B. Authorize staff to issue a Combined Transportation Funding Program call for projects valued at approximately \$40.9 million for fiscal years 2008-09 through March 2011.

**18. City of Costa Mesa Fund Transfer Request for the Fairview Street Project**

This item was pulled by Director Rosen for discussion. Director Rosen asked staff to confirm that this is a regional interchange program fund, and Jennifer Bergener, Section Manager, Development, responded that is correct. A brief question and answer period followed.

A motion was made by Director Rosen, seconded by Director Buffa, and declared passed by those present, to:

- A. Authorize staff to amend the City of Costa Mesa project allocations to transfer \$1 million in Regional Interchange Program savings from the Bristol Street project to the Fairview Road project.
- B. Authorize the Chief Executive Officer to negotiate and execute a cooperative agreement with the City of Costa Mesa to transfer project savings, as noted above, and to fund outstanding claims and change orders on the Bristol Street project, in an amount not to exceed \$600,000.



**19. Results of 91 Express Lanes 2007 Customer Satisfaction Survey**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to receive and file this survey for information.

**20. Amendment to Agreement for Coin and Currency Counting Services**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-5-0745 between the Orange County Transportation Authority and Los Angeles Federal Armored Services, Inc., in an amount not to exceed \$275,000, for coin and currency counting services and to extend the term of the contract through November 30, 2008.

**21. Fiscal Year 2006-07 Comprehensive Annual Financial Report**

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

**22. First Quarter Fiscal Year 2007-08 Grant Status Report**

Director Mansoor pulled this item and inquired how the cost is being justified for the "Big Rig" pilot program and the effectiveness of the program.

Deputy Chief Executive Officer, Paul C. Taylor, responded that the Air Quality Management District just last week granted these funds; therefore, staff will be coming to the Board for an expansion of the Freeway Service Patrol Program. Mr. Taylor further stated that OCTA's tact for expediting the removal of big rigs from an accident scene and are blocking a freeway is to use the regular tow truck facilities, but to provide a different type of service.

Mr. Taylor reported that OCTA has determined, after learning from Los Angeles' experience, that probably 90 percent of the big rig stalls do not involve a tow; they involve a new tire or some other type of service which can be rendered without towing the rig.

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

Director Glaab was not present for this vote.

Chairman Cavecche requested information regarding if commercial vehicles, during their registration, have a sum put aside at the state level to fund removing disabled trucks from Orange County freeways.

Director Pulido requested that a presentation be given on the health impacts of air pollution.

**23. Fiscal Year 2007-08 First Quarter Budget Status Report**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to receive and file this item for information.

**24. 91 Express Lanes Property Insurance Policy Renewal**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to authorize the Chief Executive Officer to issue Purchase Order C-7-1380 with Marsh Risk and Insurance Services, Inc. in an amount not to exceed \$500,000, for the purchase of property and earthquake insurance for the period of March 01, 2008, to February 28, 2009.

**25. Purchase of Xerox P120 Professional Finisher**

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

- A. Authorize the Chief Executive Officer to execute Agreement C-7-1351 between the Orange County Transportation Authority and Xerox Corporation in an amount of \$141,915, for the purchase and three-year maintenance agreement for the P120 finisher/copier.
- B. Authorize the budget transfer of \$82,803 from leases, in the services and supplies major object to tools and equipment in the capital major object within the General Services Department.

**Orange County Local Transportation Authority Consent Calendar Matters**

**26. Selection of a Consultant for Project Management Support Services for the Freeway Program**

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

- A. Select Hatch Mott MacDonald as the top ranked firm to provide project management support services for the freeway program.
- B. Authorize the Chief Executive Officer to request a cost proposal from Hatch Mott MacDonald and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.

**27. Santa Ana Freeway (Interstate 5) Gateway Project Update**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to receive and file this item for information.

## **Orange County Transit District Consent Calendar Matters**

### **28. Amendment to Agreement for the Purchase of 377 Compressed Natural Gas 40-Foot Buses**

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement C-5-0746 between the Orange County Transportation Authority and New Flyer of America, Inc., in the amount of \$1,496,070, to modify the seating in 30 vehicles on order to an express style seat and to address an engine upgrade in 98 of the vehicles on order, bringing the total contract value to \$172,233,088.

## **Regular Calendar**

### **29. Award of Construction Contract for Americans with Disabilities Act Bus Stop Modifications (Phase 3, Construction Package 9)**

Tom Bogard, Director of Highway Project Delivery, presented this item to the Board.

A motion was made by Director Winterbottom, seconded by Director Green, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-7-1233, between the Orange County Transportation Authority and Elite Bobcat Services, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$400,000, for Americans with Disabilities Act bus stop modifications in the cities of San Juan Capistrano, Mission Viejo, and Rancho Santa Margarita.

## **Orange County Transit District Regular Calendar Matters**

### **30. Agreement for Collection of Bus Ridership and Scheduling Information Services**

Chief Executive Officer (CEO), Arthur T. Leahy, provided opening comments related to previous concerns on this procurement and informed Members what the interview panel's decision was and why.

A motion was made by Director Green, seconded by Director Buffa, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-7-1115 between the Orange County Transportation Authority and Southland Car Counters, Inc., in an amount not to exceed \$247,200, for consulting services to collect bus ridership and scheduling information.

Director Brown was not present to vote on this item.

## **Discussion Items**

### **31. Chairman's Goals Final Status Report**

Chairman Cavecche briefly summarized this final report which reflected the status of the Chairman's goals for the past year and provided updates to various items.

Several Board Members at this time offered accolades and "kudos" to the Chairman for her hard work over the past year and highlighted the positive impact and successes OCTA has realized during her Chairmanship.

### **32. Trade Corridor Improvement Fund Program Update**

CEO, Arthur T. Leahy, provided opening comments and Kia Mortazavi, Executive Director of Development, presented a full update on the Trade Corridor Improvement Fund (TCIF) Program.

A motion was made by Director Pringle, seconded by Director Winterbottom, to move forward with this list as presented.

Director Bates requested a map of where projects are located for which TCIF funding is being sought.

### **33. Release of Draft 2008 Regional Transportation Plan**

Michael Litschi, Section Manager, Long-Range Strategies, presented this information to the Board and a lengthy discussion followed.

Director Amante requested a report on the genesis of the Federal requirement that for environmental studies to be done, an agency must have a project in the constrained plan and that projects cannot be split.

A motion was made by Director Pringle, seconded by Vice Chairman Norby, and declared passed unanimously by those present, to request staff to draft a letter to the Southern California Association of Governments asking that the Orangeline Project be removed from the 2008 Regional Transportation Plan.

### 34. State Highway Operations and Protection Program

Jim Beil, Caltrans, District 12, presented an overview of the State Highway Operations and Protection Program (SHOPP). Mr. Beil informed the Board that this update is being provided in response to an earlier request by the Board.

Mr. Beil's presentation highlighted areas of:

- √ Safety priorities
- √ High-occupancy lanes in relation to safety
- √ Landscaping
- √ Maintenance plan
- √ Funding of various projects

### 35. Public Comments

At this time, Chairman Cavecche 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:

Christie Rudder, representing the Dayle McIntosh Center, commended OCTA and Veolia for assistance they provided to transport evacuees to emergency centers during the recent wildfires.

Roy Mendoza, resident of Fountain Valley, stated that he has developed ideas that will assist with reducing traffic congestion and increases safety. He further stated he has put together an action team to assist with these efforts, and the Chairman indicated staff would be in touch with Mr. Mendoza.

### 36. Chief Executive Officer's Report

CEO, Arthur T. Leahy, reported:

- √ Transportation Corridor Agencies (TCA) will make a presentation on December 12 to the Rancho Santa Margarita City Council;
- √ A meeting with Los Angeles staff will take place on the Inter-County Study on December 13;
- √ Free rides will be offered New Year's Eve from 6 p.m. to 4 a.m. on New Year's Day.

**37. Directors' Reports**

Director Brown reported that on December 2, the Holiday Toy Train went to Camp Pendleton to an event with Marines who were being deployed to Iraq over Christmas. He further reported that a video stream to Iraq was provided.

Director Brown reminded the Board that the upcoming week-end will be the last time the Holiday Train will be in Orange County.

Director Amante reported that the Davis Amendment will be part of the Department of Defense bill when it comes out; therefore, it will be a part of the requirements that the TCA will need to address. He also stated that this will be on the Board of Supervisors' agenda.

Director Winterbottom informed Members there will be a Transit Planning and Operations Committee meeting on January 10, 2008, and asked the Clerk of the Board to send out a reminder.

Director Pulido stated that Marian Bergeson will be leaving the California Transportation Commission shortly, as her term is complete, and encouraged Members to consider a possible replacement from Orange County.

**38. Closed Session**

A Closed Session was held pursuant to Government Code Section 54956.9(b)(1).

A report out of this session was not provided.

**39. Adjournment**

The meeting adjourned at 12:30 p.m. Chairman Cavecche stated that the next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, January 14, 2008**, at the OCTA Headquarters.

ATTEST

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Wendy Knowles  
Clerk of the Board

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Carolyn V. Cavecche  
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:** Chairman Cavecche                      **Job Title:** Board Member  
**Department:** Board of Directors                      **Destination:** New York, NY  
**Program Name:** The New York Rating Agency Trip

**Description/Justification:** On November 9, 2007, the Board of Directors approved the Plan of Finance which discusses the funding mechanism for Early Action Plan projects. The Plan of Finance identifies establishing a commercial paper program for the funding of all Renewed Measure M projects. Meetings have been scheduled in New York with the rating agencies to solicit ratings for the commercial paper program and to discuss the latest developments with the Authority projects. The Authority will also meet with the broker dealers selected for the commercial paper program and the letter of credit provider.

### COMMENTS

Other- Airport parking and ground transportation  
Meal Rate- \$64 - \$3 = \$61 per day

<b>Conference/Seminar Date:</b>	<b>Departure Date:</b> 12/12/07	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Carry
<b>Payment Due Date:</b>	<b>Return Date:</b> 12/14/07	<b>Course Hours:</b>

### ESTIMATED EXPENDITURES

<b>Transportation</b>	\$400.00
<b>Meals</b>	\$183.00
<b>Lodging</b>	\$750.00
<b>Registration</b>	\$0.00
<b>Other</b>	\$100.00
<b>Total</b>	\$1,433.00

### APPROVALS

**Please Initial:**  
AV                      12/11/07  
Finance\*                      Date

\* Funds are available for this travel request.

**Please Sign:**  
\_\_\_\_\_  
Clerk of the Board                      Date

### ACCOUNTING CODES

<b>Org. Key:</b> 1120	<b>Object:</b> 7655	<b>Job Key:</b> A0001	<b>JL:</b> EV8
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<b>Ref #:</b> Dec. 2007	<b>Board Date:</b> January 14, 2008	<b>T/A #:</b> FY 07/08- 204
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MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> 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.



*January 10, 2008*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Award of Construction Contract for Americans with Disabilities Act Bus Stop Modifications (Phase 3, Construction Package 10)

**Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2007-08 Budget, the Board of Directors approved funds for construction of Americans with Disabilities Act improvements at the Orange County Transportation Authority's bus stops countywide. Bids were solicited and received for the construction of these improvements in accordance with the Orange County Transportation Authority's public works procurement procedures.

**Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1244 between the Orange County Transportation Authority and LH Engineering Company, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$847,117, for Americans with Disabilities Act bus stop modifications in the cities of Lake Forest, Laguna Hills, Aliso Viejo, Laguna Niguel, Dana Point, San Clemente, and Laguna Woods.

**Background**

The Orange County Transportation Authority (Authority) established a goal of making all bus stops accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA). The Bus Stop Accessibility Program (BSAP) was established to address ADA deficiencies present at bus stops throughout the County. A 1996 study found that a majority of Orange County's more than 6,000 bus stops required improvements to comply with federal access standards. The Board of Directors dedicated the use of the Transportation Development Act Article 3 funds to bring the Authority's bus stops into compliance. The modifications include constructing wheelchair ramps at the intersections, adding sidewalks, and removing or relocating obstructions, such as shelters, benches, signs, and landscaping.

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During the first phase of the BSAP, bus stop improvements were performed by local agencies. In total, over \$2.4 million was allocated to cities to improve accessibility to approximately 1,750 bus stops. Of the 1,750 stops, 1,335 required construction improvements.

The second phase of the program was managed by the Authority. Phase 2 included 1,250 bus stops located throughout 25 cities and unincorporated portions of the County. These stops were high-use stops prioritized by the likelihood of use by persons with disabilities. Of the 1,250 stops, 965 required construction improvements. The construction packages in Phase 2 included work in the cities of Brea, Buena Park, Cypress, Fullerton, Garden Grove, La Palma, Placentia, Stanton, and Westminster. The total cost for Phase 2 was \$2 million. Phase 2 brought the total system-wide ADA compliant stops to approximately 3,000.

The third phase of the BSAP is currently underway and also managed by the Authority. Invitation for bids (IFB) are planned to be issued incrementally for the remaining construction packages. A total of 12 packages are anticipated to be issued in Phase 3. This approach will allow the construction of ADA bus stop improvements to occur sooner and will provide more contracting opportunities with the Authority. This phase will address the remaining 3,000 stops in the County with an estimated cost of \$11.3 million. Phase 3, Construction Package 10 will improve 98 intersections in the cities of Lake Forest, Laguna Hills, Aliso Viejo, Laguna Niguel, Dana Point, San Clemente, and Laguna Woods. Completion of Phase 3 will bring all bus stops into ADA compliance.

### ***Discussion***

This procurement was handled in accordance with the Authority's procedures for public works and construction projects, which conform to federal and state requirements. Public works projects are handled as sealed bids and award is made to the lowest responsive, responsible bidder.

On October 8, 2007, IFB 7-1244 was released and posted on CAMM NET and an electronic notification was sent to 465 firms. The project was advertised on October 12 and October 16, 2007, in a newspaper of general circulation. A pre-bid conference was held on October 17, 2007, and was attended by two contractors. Addendum No. 1 was issued on November 7, 2007. Addendum No. 2 was issued on November 8, 2007. Both of these addendums were to address administrative issues. On November 15, 2007, five bids were received. All bids were reviewed by staff from the Development Division and

**Award of Construction Contract for Americans with Disabilities Act Bus Stop Modifications (Phase 3, Construction Package 10)**

the Contracts Administration and Materials Management Department to ensure compliance with the terms and conditions, specifications, and drawings. Listed below are the three lowest bids received. State law requires award to the lowest responsive, responsible bidder.

<u>Firm and Location</u>	<u>Bid Price</u>
LH Engineering Company, Inc. Anaheim, California	\$847,117
S. Parker Engineering, Inc. Costa Mesa, California	\$857,998
Bitech Construction Company, Inc. Buena Park, California	\$911,838

**Fiscal Impact**

This project was approved in the Authority's Fiscal Year 2007-08 Development Budget, Account 0051-9084-A4201-G6U, and is funded by BSAP funds.

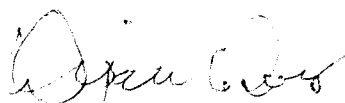
**Summary**

Staff has reviewed all bids received and recommends the approval of Agreement No. C-7-1244, in an amount not to exceed \$847,117, with LH Engineering Company, Inc., the lowest responsive, responsible bidder, for construction of ADA bus stop modifications for Phase 3, Construction Package 10 in the cities of Lake Forest, Laguna Hills, Aliso Viejo, Laguna Niguel, Dana Point, San Clemente, and Laguna Woods

**Attachment**

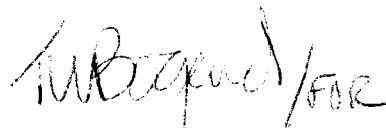
None.

**Prepared by:**



Dipak Roy, P.E.  
Senior Project Manager  
(714) 560-5863

**Approved by:**



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





*January 14, 2008*

**To:** Members of the Board of Directors  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Renewed Measure M Progress Report

**Overview**

Staff has prepared a Renewed Measure M progress report for August 2007 through December 2007. The report will be updated online each quarter and highlight progress on Renewed Measure M projects and programs.

**Recommendation**

Receive and file as an information item.

**Background**

Measure M Ordinance No. 3 requires quarterly status reports regarding the major projects detailed in the Renewed Measure M (M2) Transportation Investment Plan be filed with the Orange County Transportation Authority (OCTA) Board of Directors (Board). This is the first Renewed Measure M report that will highlight accomplishments for the freeway, streets and roads, and transit programs within the Renewed Measure M. Future reports will be posted online in April, July, and October.

**Discussion**

Considering that a critical success factor for public acceptance of the M2 program is voter safeguards, the quarterly report is an opportunity to show progress in implementing the M2 Transportation Investment Plan. This update reports progress beginning with the approval of the M2 Early Action Plan in August 2007 through December 2007. Future reports will be released quarterly. In order to be cost-effective and improve the accessibility of information to stakeholders and the public, all M2 progress reports will be web-based.

The report reflects progress being made on Board-approved Early Action Plan projects and programs. Each item features a brief paragraph that provides an overview of significant progress for the time period, with a web link to more information including staff reports and project descriptions (Attachment A). Highlights of the initial M2 progress report include:

- Initiated the project study report for the San Diego Freeway (Interstate 405) between the Costa Mesa Freeway (State Route 55) and the San Gabriel River Freeway (Interstate 605)
- Worked with local jurisdictions to define initial requirements for the Regional Traffic Synchronization Program
- Approved a \$60 million grade crossing safety and quiet zone program as part of the Metrolink expansion plan
- Convened the Environmental Cleanup Allocation Committee and the Environmental Oversight Committee as well as transitioned the Citizens Oversight Committee into the Taxpayers Oversight Committee, the committee tasked with overseeing the implementation of M2
- Approved a plan of finance that highlights expenditures that will be funded through a tax-exempt commercial paper program

To encourage public review of the quarterly report online, information will be placed in the existing "Transportation Update" advertisement that appears approximately every three weeks in the Orange County Business Journal, Orange County Register, Excelsior, The Korean Daily, The Chinese Daily News, and Nguoi Viet Daily News. Staff will also notify all Orange County cities and use other existing communication tools such as project newsletters and Board Action updates to notify the public about the online availability of the progress report.

### ***Summary***

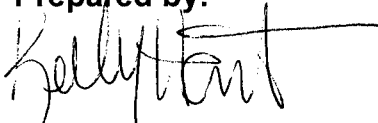
As required by Measure M Ordinance No. 3, a quarterly report is provided to update progress in implementing the Renewed Measure M Transportation Investment Plan. To facilitate accessibility and transparency of information available to stakeholders and the public, the M2 progress report is presented on the OCTA website.



**Attachment**

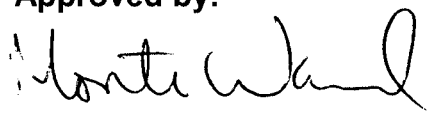
A. M2 Progress Report: August 2007 – December 2007

**Prepared by:**



Kelly Hart  
Senior Local Government Representative  
(714) 560-5725

**Approved by:**



Monte Ward  
Director, Special Projects  
(714) 560-5582

**Approved by:**



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



## M2 Progress Report

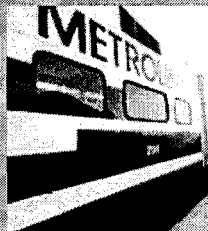
August 2007 - December 2007



**Freeway**  
Freeways



**Streets & Roads**



**Transit**



**Environmental**

The following is a summary of the progress made on the Renewed Measure M (M2) Early Action Plan covering the period of August 2007 - December 2007.

### Highway Projects

#### Conceptual Engineering

The first phase of development for freeway projects is to prepare a project study report (PSR) that analyzes the transportation need and identifies possible design solutions. The plan for fiscal year (FY) 2007-08 was to begin the preparation of two PSR's for the San Diego Freeway (I-405) between the Costa Mesa Freeway (SR-55) and the San Gabriel Freeway (I-605) and for the Riverside Freeway (SR-91) between the Orange Freeway (SR-57) and SR-55. A consultant was selected and work began on the I-405 PSR in the past quarter. A request for proposals was released to prepare a feasibility study for the SR-91 project to better define the project needs, prior to starting the PSR.



#### Early Action Plan Priority Projects

Significant progress was made on five of the nine priority freeway projects in the past quarter:

- **Project D** – Santa Ana Freeway (I-5) at Ortega Interchange, the environmental document and project report is being advanced by the City of San Juan Capistrano for this project.
- **Project G** – SR-57 Northbound (NB) Orangethorpe to Lambert, a request for proposals was issued for the final design of this segment. The final design was split into two projects and two consultants were selected to start design.
- **Project G** – SR-57 NB Katella to Lincoln, a request for proposals was issued and a consultant was selected for the preparation of the environmental document and project report for this project.
- **Project H** – SR-91 Westbound (WB), I-5 to SR-57, a request for proposals was issued and a consultant was selected for the preparation of the environmental document and project report for this project.
- **Project J** – SR-91 Eastbound (EB) Foothill/Eastern Toll Road (SR-241) to Corona Freeway (SR-71), the final design was started by Caltrans for this project.

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## Eligibility for Cities

### Signal Synchronization

OCTA is working with all local agencies to define initial requirements for the Regional Traffic Synchronization Program. Policy input on program development will be discussed with the OCTA Board of Directors in early 2008. Separately, OCTA has worked with the Technical Advisory Committee to secure funding for additional signal synchronization demonstration projects using Measure M funds.

### Pavement Management

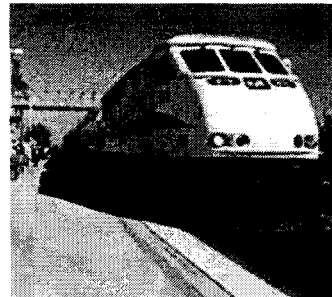
Currently, there are approximately 10 different systems in use for reporting pavement conditions in Orange County, and there is no consistent standard for reporting pavement conditions countywide. The Renewed Measure M (M2) requires that each local jurisdiction adopt and fund a pavement management plan in order to be eligible to receive M2 funds. The inconsistency between the different software programs makes it difficult to determine the countywide pavement condition and individual city needs. Since August 2007, OCTA has met with all local agencies to review their various systems and pavement management needs. A recommendation for a common system is under development, and that recommendation will be brought to the Board of Directors by spring 2008.

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## Metrolink Expansion

### Quiet zone/Safety Improvements

The OCTA Board of Directors approved a comprehensive \$60 million grade crossing safety and quiet zone program on August 27, 2007. In early September, Metrolink issued a contract task order to the design engineering firm to begin the engineering design work for the program. Kick-off meetings have been held with all affected cities. The current schedule calls for 35 percent design to be completed by the end of March 2008 with final design completed by the end of 2008 and construction to occur through 2009. [Click here](#) to learn more about grade crossing safety and the quiet zone program.



### Grade Separations

The M2 Early Action Plan approved funding for project development of five grade separations on the OCTA owned railroad right-of-way on LOSSAN rail corridor between the San Diego County Line and Fullerton. Staff is currently preparing a report for the Board which will identify the top candidate crossing for separation and make a recommendation to the Board in early 2008.

### Go Local

On November 26, 2007, the Board approved modifications to Step 1 of the Go

Local program to extend the completion period to June 30, 2008, and directed to staff to return in January 2008 with competitive program guidelines for entry in Step 2. OCTA staff is currently meeting with all cities participating in the Go Local program to review their progress on Step 1, answer any outstanding questions and begin discussions about Step 2 needs. [Click here](#) to learn more about the Go Local program.

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## Environmental Programs

According to the M2 ordinance, the [Environmental Cleanup Program](#) (Water Quality/Project X) and Environmental Mitigation Freeway Program must each have oversight committees in place before the programs can be developed and funds can be allocated. The Environmental Cleanup Allocation Committee and the Environmental Oversight Committee both had orientation meetings in November 2007 and will begin convening on a monthly basis starting in January 2008. [Click here](#) to learn about the roles and responsibilities of each committee.




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## Taxpayers Oversight Committee

The Measure M Citizens Oversight Committee (COC), which has been meeting since 1991, formally transitioned into the M2 Taxpayers Oversight Committee (TOC) during the past quarter. The first official meeting of the TOC took place on August 28, 2007. The TOC has taken over the responsibilities of the COC; in addition, it will oversee the implementation of M2.

At their August meeting, the TOC approved amendments to the M1 Freeway Program as recommended in the Early Action Plan. The two amendments, subsequently approved by the OCTA Board in September 2007, will allocate \$22 million to pay for preconstruction costs on the M2 SR-57 Widening (Project G), and allocate \$10 million as working capital for design and right-of-way on the Garden Grove Freeway (SR-22) Phase II - West County Connections.

The committee also reviewed the capital improvement programs submitted by 34 cities and the County of Orange and found that all local agencies were in compliance and eligible to continue receiving Measure M funds.

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## Procurement for Administrative Systems and Risk Management

As part of the FY 2007-08 Budget, the OCTA Board of Directors approved the use of \$500,000 out of the General Fund to assess OCTA's ability to deliver on all of the planned programs and projects over the next several years, including the M2 program. This work has been divided over three separate contracts.

[Organizational Readiness and Capacity Assessment](#)

On November 26, 2007, the Board selected a specialized team of consultants—PB Consult, Inc.—to provide an organizational readiness and capacity assessment to ensure that OCTA is well-positioned and prepared to meet future challenges, most particularly implementing the Early Action Plan. In January 2008, the consultant will begin the three-phase assessment: an overall organizational assessment of OCTA as a whole; a division-by-division assessment; and a program-specific review of the use of consultants and the procurement process. Recommendations to OCTA management and the Board are expected by June 2008. [Click here for more information.](#)

#### Market Conditions Analysis

A \$90,000 market analysis study is beginning to determine if the construction materials will be available to deliver the M2 Early Action Plan, offer suggestions on how to mitigate risk and assess the private sector's perspective on doing business with OCTA. This study was competitively bid and the contract was awarded to the Orange County Business Council (OCBC). The study is scheduled for completion at the end of the first quarter of 2008.

#### Institutional Readiness and Absorption Capacity

A \$48,000 study is beginning to assess the capacity of cities and other agencies to deliver the various programs and projects they will be responsible for with M2 funding. This study was competitively bid and the contract was awarded to the OCBC. The study is scheduled for completion at the end of the first quarter of 2008.

#### M2 Administrative Setup and Implementation

Separately as a result of the August 13, 2007 budget amendment, consultant assistance is being sought to develop management and oversight policies and procedures for the new and/or significantly revised elements of M2. This work is anticipated to begin early in 2008 and be completed by mid-year.

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## **Highway and Transit Strategic Plans**

#### Highway Program

A baseline budget and master schedule are being developed for each priority freeway project. These documents will form the basis for the Highway Program Implementation Plan which will be completed in the next quarter.

#### Transit Program

The draft transit strategic plan is scheduled to go to the Board of Directors in the first quarter of 2008. It will include all of OCTA's transit programs and services, including fixed-route bus, paratransit, Metrolink expansion, Go Local, and the various M2 transit programs. Four main policy areas will be addressed: 1) fare/service integration; 2) funding of capital and operations costs; 3) criteria for competitive funding awards; and 4) performance measures. An initial discussion of these policy issues will be before the Transportation 2020 Committee in January 2008.

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## **Website Upgrade and Information Sharing**

The initial phase of the OCTA Website redesign has been completed. This phase involved creating interactive maps and adding baseline information from M2 and the Early Action Plan. A contract is expected to be awarded on March 1, 2008 for the second phase of the upgrade which will involve enhancing the site through more interactive mapping, interactive surveys, email subscription service, e-commerce features with OCTA's Contracts Administration and Materials Management Department and creating a master project database for web usage.

#### RENEWED MEASURE M (M2)



### Plan of Finance

The plan of finance was approved by the Board on November 9, 2007. The plan highlights a need of approximately \$350 million in project expenditures by 2011. These expenditures will be funded through a tax-exempt commercial paper program. Staff is working with OCTA's financing team to finalize legal documents for the program. The documents are scheduled to go to the Board for final approval in the first quarter of calendar year 2008. [Click here](#) to find more information on the [plan of finance](#).

### Budget Amendment and Progress on Staffing

On August 13, 2007, the Board of Directors amended the FY 2007-08 budget by \$20.2 million to accommodate the delivery of the M2 Early Action Plan. Eleven staff positions were added as part of the budget amendment. To date, one of these positions (Director of Contracts Administration and Materials Management) has been filled while two other positions have had candidates selected but are awaiting standard background checks and formal offers. The other eight positions are in the applicant screening/interview stage. [Click here](#) to find more information on the budget amendment.

### Distribution of Early Action Plan

Upon the Board's approval, the M2 Early Action Plan was distributed to over 400 stakeholders including city councils, chambers of commerce and community groups. The Early Action Plan was also posted on the OCTA Website. Approximately 30 presentations on the Early Action Plan have been given to stakeholders since the approval of the plan in August.





MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> 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.





**January 10, 2008**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, <sup>for</sup> Chief Executive Officer  
**Subject:** Fiscal Year 2007-08 Freeway Service Patrol Program Fund Transfer Agreement

**Overview**

The Orange County Freeway Service Patrol receives funding from the California Department of Transportation under the terms of annual funding agreements. The fiscal year 2007-08 funding agreement will provide a total of \$3,784,888 for the Freeway Service Patrol program through June 30, 2008.

**Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1415 between the Orange County Transportation Authority and California Department of Transportation for fiscal year 2007-08 Freeway Service Patrol funding.

**Background**

The Orange County Freeway Service Patrol (FSP) program is a partnership between California Department of Transportation (Caltrans), California Highway Patrol (CHP), Orange County Transportation Authority (Authority), and the towing companies under contract to provide FSP tow truck services. In November 1992, the FSP began providing peak-hour service along Orange County freeways. The FSP program is designed to ease freeway congestion by providing timely assistance to motorists with disabled vehicles, as well as timely response to other incidents leaving debris on the freeways. The FSP program provides peak commute hour service on all freeways within Orange County as well as selected midday, weekend, and construction-zones service.

***Discussion***

The Authority is the contract administrator for the FSP program, procuring services necessary for operation of the program. Annually, Caltrans budgets for the state's share of the FSP program, and CHP's portion is then received from Caltrans; the remaining funds are then allocated by formula to each FSP program. Local programs and annual funding agreements with Caltrans are required to provide 25 percent of states program funding.

Caltrans' allocation to Orange County's FSP for fiscal year 2007-08 funding period is \$3,027,910, requiring a match of \$756,978 from the Authority. Total program allocation under the agreement is \$3,784,888. Under terms of the agreement, the Authority will have until June 30, 2009, to expend the allocation.

**Fiscal Impact**

Funds for operation of the FSP program have been included in fiscal year 2007-08 budget of the Orange County Service Authority for Freeway Emergencies, Fund 0013.

***Summary***

Based on the material provided, staff recommends execution of Agreement No. C-7-1415 between the Authority and Caltrans, for fiscal year 2007-08 FSP program funding.

***Attachments***

- A. How the Freeway Service Patrol is Funded
- B. Freeway Service Patrol Program Fund Transfer Agreement (Non Federal).

**Prepared by:**



Iain C. Fairweather  
Manager, Motorist Services  
(714) 560-5858

**Approved by:**



Paul C. Taylor, P.E.  
Deputy Chief Executive Officer  
(714) 560-5431

## **How the Freeway Service Patrol is Funded**

Orange County Transportation Authority (OCTA) currently serves as the Orange County Service Authority for Freeway Emergencies (OCSAFE), which was established to install and operate callboxes throughout Orange County in 1992; OCSAFE was expanded to administer the Freeway Service Patrol Program (FSP). The Freeway Service Patrol Program (FSP) is budgeted for approximately \$5 million in fiscal year (FY) 2007/08; and is funded through the following sources:

- There are no dedicated vehicle fees for FSP.
- State Highway Account allocates approximately \$26 million a year to all statewide FSP programs.
- California Department of Transportation (Caltrans) operates a formula-driven program to fund individual FSP programs statewide.
- Orange County FSP program is allocated approximately \$3.1 million through a Fund Transfer Agreement from Caltrans.
- Caltrans requires a minimum of a 25 percent match for any SAFE to receive full funding.
- Orange County's 25 percent match is from unused funds from the callbox revenues (\$1.00 annually per vehicle registered in the County) and interest on reserves.

FREEWAY SERVICE PATROL PROGRAM  
FUND TRANSFER AGREEMENT (Non Federal)

ATTACHMENT B

Agreement No. FSP08-6071(036)  
Project No. FSP08-6071(036)

Location: 12-ORA-Var-OCTA  
EA: 12-931922

THIS AGREEMENT, effective on July 1, 2007, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the Orange County Transportation Authority, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq. authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2007-2008, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
\$3,784,888.00	\$3,027,910.00	\$756,978.00	; and

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of ~~Resolution~~ No. minutes except approved by ADMINISTERING AGENCY on \_\_\_\_\_, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Caleb Kwong Accounting Officer | Date 10-18-07 | \$ 3,027,910

Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$

171	2007	2660-102-042	2007/2008	20.30.010.600	C	262040	114-042-T	
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MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> Wendy Knowles, Clerk of the Board  
Subject: **Board Committee Transmittal for Agenda Item**

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Thank you.



*January 10, 2008*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement to Exercise Second Option Year for Maintenance Services Along the Orange County Transportation Authority's Railroad Rights-of-Way

**Overview**

On December 8, 2003, the Board of Directors approved an agreement with Joshua Grading & Excavating, Inc., in the amount of \$2,730,000, to provide preventative and corrective maintenance of the Orange County Transportation Authority's railroad rights-of-way. Joshua Grading & Excavating, Inc., was retained in accordance with the Orange County Transportation Authority's procurement procedures for technical and professional services.

**Recommendation**

Authorize the Chief Executive Officer to exercise the second one-year option and execute Amendment No. 2 to Agreement No. C-3-0912 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., in an amount not to exceed \$1,250,000, for preventative and corrective maintenance of the Orange County Transportation Authority's railroad rights-of-way.

**Background**

On April 22, 1991, the Orange County Transportation Authority (OCTA) approved a Measure M (M1) Freeway Program Strategic Plan. One of the projects related to the M1 program is the maintenance of OCTA's railroad rights-of-way.

OCTA owns over 60 miles of railroad rights-of-way throughout the County, all of which must comply with both local and federal regulations regarding weed abatement, fire prevention, and nuisance liability standards on a continual basis. The maintenance services provided cover both the commuter rail rights-of-way and the Pacific Electric Railroad rights-of-way.

The contractor is responsible for maintaining this property. This includes, but is not limited to: weed abatement, brush clearance, herbicide application, rodent control, maintenance of drainage channels and embankments, graffiti abatement, debris removal, fencing installation and repair work, grading and/or barrier construction and repair, and signage installation and repairs.

***Discussion***

The original procurement was handled in accordance with OCTA's procedures for technical and professional services. The original agreement was awarded on a competitive basis in 2004. The agreement term was for three years with two one-year options available. The first one-year option was exercised on April 13, 2007, to continue maintenance services through April 12, 2008. Accordingly, it is timely to consider amending the agreement and exercise the second one-year option to continue maintenance services along OCTA's railroad rights-of-way through April 12, 2009. OCTA has the option to re-procure this service; however, the contractor's performance has been satisfactory, and staff is recommending exercising the second and final contract option.

Staff requested a price proposal from Joshua Grading & Excavating, Inc., to perform this additional work. The proposal was reviewed by OCTA's internal auditor, and the cost was found to be fair and reasonable for the work to be performed.

According to the terms of the original contract, in the amount of \$2,730,000, the initial three-year period expired on April 12, 2007. Amendment No. 1, in the amount of \$1,100,000, exercised the first one-year option commencing on April 13, 2007. Amendment No. 2, in the amount of \$1,250,000, proposes to exercise the second one-year option commencing April 13, 2008. Amendment No. 2 to Agreement No. C-3-0912 would increase the total agreement amount to \$5,080,000 (Attachment A).

**Fiscal Impact**

The additional work described in Amendment No. 2 to Agreement No. C-3-0912 was approved in OCTA's Fiscal Year 2007-08 Budget, Development Division, accounts 0010-7517/T1000-ASA, 0093-7517/D2601-AB9, and 1722-7517/D2601-AR7, and is funded through a combination of Commuter Urban Rail Endowment and M1 funds.



***Summary***

Staff recommends approval of Amendment No. 2 to Agreement No. C-3-0912, in an amount not to exceed \$1,250,000, with Joshua Grading & Excavating, Inc., to continue preventative and corrective maintenance of OCTA's railroad rights-of-way through April 12, 2009.

***Attachment***

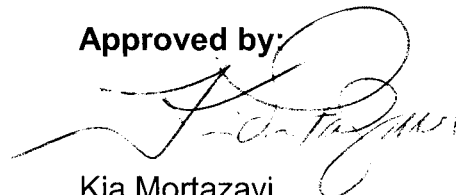
- A. Joshua Grading & Excavation, Inc., Agreement No. C-3-0912 Fact Sheet

**Prepared by:**



Dinah Minter  
Manager, Metrolink Expansion Program  
(714) 560-5740

**Approved by:**



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

**ATTACHMENT A**

**Joshua Grading & Excavating, Inc.  
Agreement No. C-3-0912 Fact Sheet**

1. December 8, 2003, Agreement No. C-3-0912, \$2,730,000, approved by Board of Directors.
  - To provide preventative and corrective maintenance of Orange County Transportation Authority's (OCTA) railroad rights-of-way.
2. March 26, 2007, Amendment No. 1 to Agreement No. C-3-0912, \$1,100,000, approved by the Board of Directors.
  - Exercised first option-year term to provide preventative and corrective maintenance of OCTA's railroad rights-of-way.
3. January 14, 2008, Amendment No. 2 to Agreement No. C-3-0912, \$1,250,000, pending approval by the Board of Directors.
  - Exercise second option-year term to provide preventative and corrective maintenance of OCTA's railroad rights-of-way.

Total committed to Joshua Grading & Excavating, Inc., after approval of Amendment No. 2 to Agreement No. C-3-0912: \$5,080,000.





MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> 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.



*January 10, 2008*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreements with the Cities of Placentia and Laguna Woods for the Go Local Program

**Overview**

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Placentia and Laguna Woods to establish roles and responsibilities and define a proposed project concept for Step One of the Go Local program.

**Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-0195 between the Orange County Transportation Authority and the City of Placentia, in an amount not to exceed \$100,000, to participate in a study to refine the 2004 North Orange County Transit Study to focus on Metrolink connections.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1096 between the Orange County Transportation Authority and the City of Laguna Woods, in an amount not to exceed \$100,000, to conduct an updated study with emphasis on improving connectivity to Metrolink.

**Background**

On February 27, 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the Go Local program, a four-step process for city-initiated rapid transit planning using Measure M (M1) and Renewed Measure M (M2) funds. At the January 25, 2007, Transit Planning and Operations Committee meeting, there was a discussion about the criteria for eligibility for Go Local funding. Step One and Step Two, funded by M1, encourage broad local creativity and planning to identify locally acceptable options to implement the High Technology Advanced Rail Transit Project of M1.

Step One Go Local projects must comply with that transit project description, which states:

“This 20-Year Plan element will also provide matching funds to encourage local development of extensions to major activity centers. The primary improvements will be along the Los Angeles to San Diego (LOSSAN) rail corridor, with nine stops at San Juan Capistrano, San Clemente, Mission Viejo, Irvine, north Irvine, Santa Ana, Anaheim, Fullerton, and Buena Park. The extension will provide access between the primary rail system and employment centers.”

In Step One, local agencies formulate and study project concepts with minimal direction from OCTA. Collaboration is encouraged but not required. Cities submit a project concept and request up to \$100,000 in M1 funds. After a completion of their study, a city submits its results and may compete for Step Two funding to further develop their concept and test its viability. Step Two projects must also comply with M1 and any other subsequent Board-adopted policy guidance. Step Three and Step Four are expected to be funded by M2 and emphasize implementing the most viable projects.

Since the Go Local program's inception, a majority of Orange County cities have worked to develop concepts and at times in partnership with adjacent cities. In addition, OCTA staff is working closely with the cities. To date, the Board has approved Go Local concepts from 26 cities representing more than 75 percent of County residents, as illustrated in the map in Attachment A. In addition, Attachment B provides a status of the cities' work to date and Attachment C summarizes the project concepts.

### ***Discussion***

The Board is requested to approve a cooperative agreement and a project concept for the cities of Placentia and Laguna Woods. The cooperative agreements have been updated to reflect the recent Board action to require submittal of final reports by June 30, 2008.

#### **City of Placentia**

The City of Placentia proposes to join the north Orange County transit study effort approved by the Board on July 23, 2007, and led by the City of Brea. This study will utilize the findings of a prior analysis of transit needs in the north County as a basis to identify potential Metrolink extensions to serve the

participating cities, which in addition to the City of Brea, include the cities of La Habra, Yorba Linda, and Fullerton.

City of Laguna Woods

The City of Laguna Woods proposes to expand research developed in a study conducted in 2001, which had emphasis on improving connectivity to Metrolink stations located in Irvine, Laguna Niguel/Mission Viejo, and potentially a future station in Lake Forest.

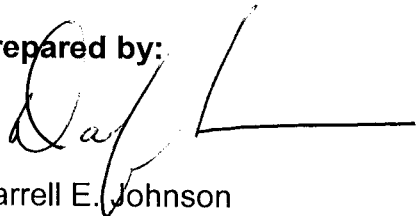
**Summary**

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute cooperative agreements, in an amount not to exceed \$100,000 each, with the cities of Placentia and Laguna Woods for the Go Local program.

**Attachments**

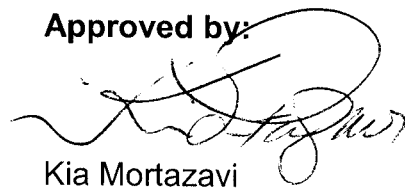
- A. Go Local Program Status Map
- B. Go Local Program Status Report
- C. City Project Concepts Summary Table – January 10, 2008
- D. Cooperative Agreement No. C-7-0195 Between Orange County Transportation Authority and City of Placentia for City-Initiated Transit Extensions to Metrolink
- E. Cooperative Agreement No. C-7-1096 Between Orange County Transportation Authority and City of Laguna Woods for City-Initiated Transit Extensions to Metrolink

**Prepared by:**



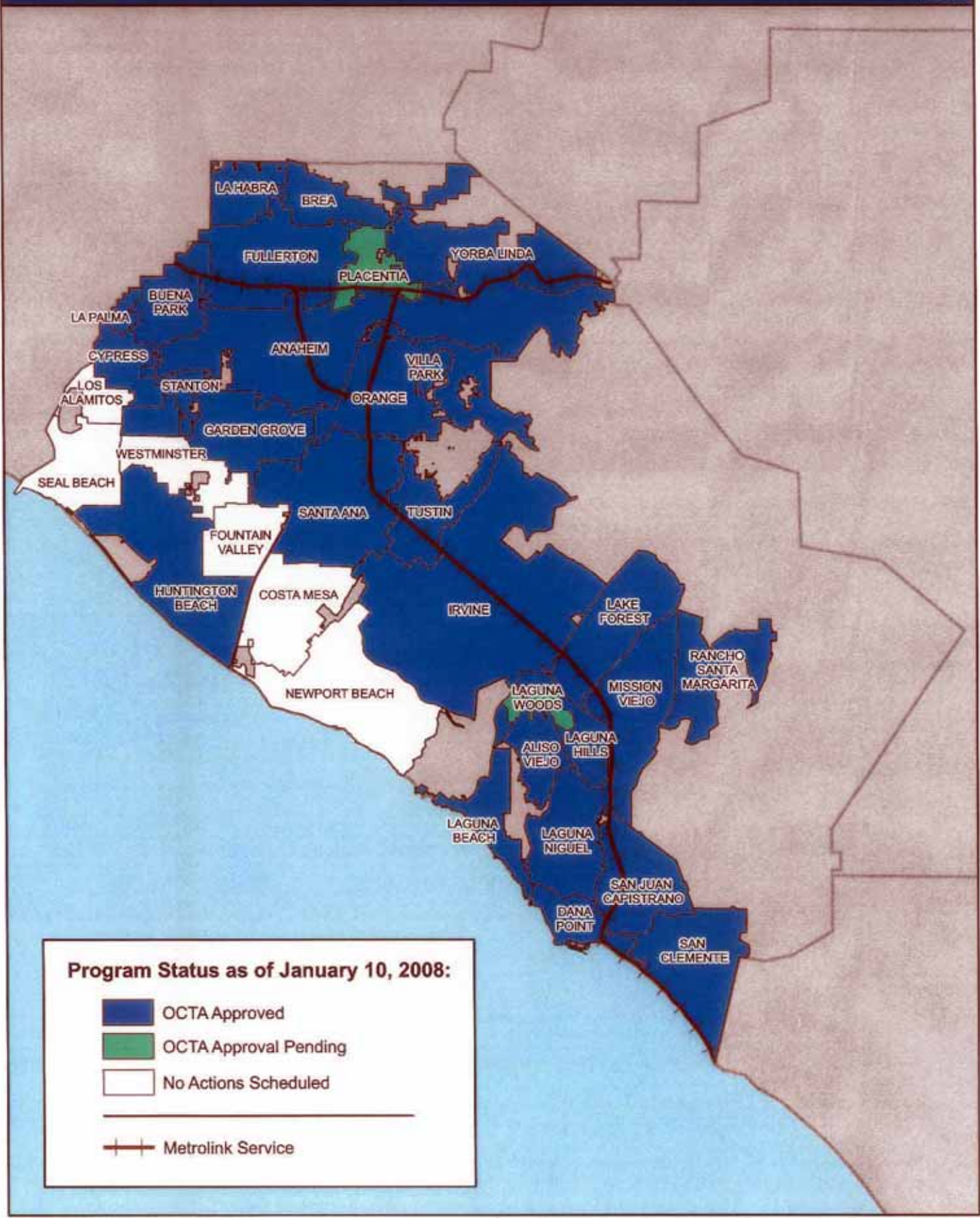
Darrell E. Johnson  
Director, Transit Project Delivery  
(714) 560-5343

**Approved by:**



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

# Go Local Program Status Map



**Program Status as of January 10, 2008:**

- OCTA Approved
- OCTA Approval Pending
- No Actions Scheduled

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Metrolink Service



## Go Local Program Status Report

City	Workshop	TAC Brief	Initial Mtg w/ OCTA	Follow up Mtg Call	Project Concept in Progress	Partnering in Progress	Project Concept Complete	Partnering Complete	Council Approved	OCTA Approval in Progress	OCTA Approved	RFP Prepared / Circulated	RFP Awarded / Work Started	Comments
Aliso Viejo	X		X	X	X		X		X	N/A	X			Approved 11/13/06
Anaheim	X	X	X	X	X	X	X	X	X	N/A	X	X	X	Approved 11/13/06
Brea	X		X	X	X	X	X		X	N/A	X	X		Approved 07/09/07
Buena Park	X	X	X	X	X	X	X		X	N/A	X			Approved 2/26/07
Costa Mesa	X		X	X			X	X						City Council rejected staff proposed concept
Cypress			X	X	X	X	X		X	N/A	X			Approved 05/14/07
Dana Point		X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Fountain Valley	X	X	X	X	X	X								
Fullerton		X	X	X	X	X	X		X	N/A	X			Approved 8/24/07
Garden Grove		X	X	X	X	X	X		X	N/A	X			Approved 2/26/07
Huntington Beach	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Irvine	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
La Habra	X		X	X	X	X			X	N/A	X	X		Approved 07/09/07
La Palma			X	X	X	X	X		X	N/A	X			Approved 05/14/07
Laguna Beach	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Laguna Hills		X	X	X		X	X	X	X	N/A	X			Approved 8/13/07
Laguna Niguel	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Laguna Woods	X		X	X	X	X			X	P				Council approved 7/18/07
Lake Forest	X		X	X		X	X	X	X	N/A	X	X		Approved 8/13/07
Los Alamitos			X	X										
Mission Viejo	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
Newport Beach		X												
Orange	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Piacentia	X		X	X	X	X	X	X	X	P				
Rancho Santa Margarita		X	X	X	X	X	X	X	X	N/A	X	X		Approved 2/26/07
San Clemente	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06; lead with DP** & SJC***
San Juan Capistrano	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07; partnering w/ DP** & SC****
Santa Ana	X	X	X	X	X		X		X	N/A	X		X	Approved 2/26/07
Seal Beach			X	X	X									
Stanton	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Tustin	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
Villa Park		X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Westminster		X	X	X	X	X	X	X						08/08/07 Council discussion
Yorba Linda	X		X	X		X	X		X	N/A	X			Approved 8/13/07

Approved 26 (S) OCTA Approval Scheduled 0 (P) OCTA Action Pending 2

\*TP&O = Transit Planning and Operations Committee    \*\*DP = Dana Point    \*\*\*SJC = San Juan Capistrano    \*\*\*\*SC = San Clemente

**City Project Concepts Summary Table**  
January 10, 2008

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to TP&amp;O* (T) or Board (B)</b>	<b>Concept</b>
<b>Placentia</b>	\$100,000	1/10/08 (T)	Work with Brea, La Habra, Fullerton, and Yorba Linda to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County
<b>Laguna Woods</b>	\$100,000	1/10/08 (T)	Expand research developed in 2001 focusing on rider demands/trends, successful transit services in other cities, and conduct public outreach to gather data about potential demand for services.
<b>Fullerton</b>	\$100,000	9/24/07 (B)	Increase ridership by improving pedestrian signage, bicycle and pedestrian connections, pedestrian access to the Fullerton train station, and offsite parking. Also share results of this focused planning and participate as destination station for north Orange County consortium. (See Brea)
<b>Laguna Hills</b>	\$100,000	8/13/07 (B)	Working with lead city, Lake Forest. Analyze transit service between the two cities and the Irvine train station. Within Laguna Hills, to identify transit service needs from Laguna Niguel and Irvine stations.
<b>Lake Forest</b>	\$100,000	8/13/07 (B)	As lead city, in a partnership with Laguna Hills and potentially Laguna Woods, Lake Forest will analyze a range of transit options to improve utilization of Metrolink. Options include shuttle services, revisions in OCTA fixed-route services, etc.
<b>Yorba Linda</b>	\$100,000	8/13/07 (B)	Work with Brea and La Habra and potentially other north County cities to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County
<b>Brea</b>	\$100,000	7/09/07 (B)	With Brea as lead city, to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County

**City Project Concepts Summary Table**  
January 10, 2008

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to TP&amp;O* (T) or Board (B)</b>	<b>Concept</b>
<b>La Habra</b>	\$100,000	7/09/07 (B)	With Brea as lead city, to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County
<b>Cypress</b>	\$100,000	5/14/07 (B)	With Buena Park as lead city in a tri-city partnership, conduct a needs assessment and feasibility study of a transit feeder service to the Buena Park Metrolink Station.
<b>La Palma</b>	\$100,000	5/14/07 (B)	With Buena Park as lead city in a tri-city partnership, conduct a needs assessment and feasibility study of a transit feeder service to the Buena Park Metrolink Station
<b>Buena Park</b>	\$100,000	2/26/2007 (B)	As lead city in a tri-city partnership, conduct a transit feeder feasibility, planning and needs assessment related to the implementation of local circulators to improve local mobility, and regional connectivity from key districts throughout these partnering cities to the Buena Park Metrolink Station.
<b>Dana Point</b>	\$100,000	2/26/2007 (B)	As part of a three-city collaboration of Dana Point, San Juan Capistrano (SJC), and San Clemente (SC), provide a Dana Point-link from the SJC and SC train stations to Dana Point and various destinations throughout the tri-city area for residents and especially visitors.
<b>Garden Grove</b>	\$100,000	2/26/2007 (B)	In collaboration with a Huntington Beach-led consortium, assess opportunities for a north/south transit connection, giving priority to a rail system along the Union Pacific Railroad right-of-way.

**City Project Concepts Summary Table**  
January 10, 2008

City	Go Local Funds	Submitted to TP&O* (T) or Board (B)	Concept
<b>Huntington Beach</b>	\$100,000	2/26/2007 (B)	Lead city in a multi-city collaboration of Huntington Beach, Stanton, Garden Grove, and Anaheim to-date, analyze the possibility to provide a new alternative to regional travel which would help alleviate freeway and arterial congestion, improve air quality and improve the mobility and quality of life for residents, businesses and visitors of west/central Orange County.
<b>Irvine</b>	\$100,000	2/26/2007 (B)	To improve traffic circulation in the Irvine Business Center (IBC) by providing a shuttle system that will serve as a direct connection from the IBC to the Tustin Metrolink Station.
<b>Laguna Niguel</b>	\$100,000 (augmenting \$169,000 in federal grants)	01/25/2007 (T) 2/26/2007 (B)	Using Laguna Niguel as a terminus station for expanded Metrolink service, accommodate rail expansion in conjunction with new development in the nearby area by providing safe, convenient and better pedestrian, vehicular, bus and bicycle access to the station.
<b>Mission Viejo</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	Improve local mobility and regional connectivity through continuing and augmenting the work begun as a result of OCTA's South County Transit Study by developing a local fixed-route local circulation network offering direct connections to Metrolink stations and other OCTA routes.
<b>Rancho Santa Margarita</b>	\$100,000	2/26/2007 (B)	Identify and study potential transportation alternatives which will serve the city and the Laguna Niguel/Mission Viejo station to improve the mobility of residents and commuters and reduce traffic congestion throughout the community.
<b>San Juan Capistrano</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	As part of a three-city collaboration of San Juan Capistrano, Dana Point, and San Clemente, assess ways to provide an easy-access link from the SJC train station, in particular, to various destinations throughout the tri-city area for residents, visitors, and commuters.

**City Project Concepts Summary Table**  
January 10, 2008

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to TP&amp;O* (T) or Board (B)</b>	<b>Concept</b>
<b>Santa Ana</b>	\$100,000	2/26/2007 (B)	Study four transit feeder service alignments which will connect the downtown area, key points of interest and the Santa Ana Metrolink Station to provide improved regional connectivity for visitors, commuters, and residents.
<b>Stanton</b>	\$100,000 \$50,000 to local transit access improvement assessment \$50,000 to multi-city alternative transit study	01/25/2007 (T) 2/26/2007 (B)	Improve pedestrian facilities and local transit access to Stanton's economic development areas including the major activity center at Katella and Beach. In city collaboration, interested in the transit alternatives and possible route opportunities for Stanton residents, visitors, and business travelers.
<b>Tustin</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	Improve multi-modal access (transit, trolley, pedestrian, and bicycle) to the train station through the evaluation and identification of feasible short term and long term transportation improvement measures.
<b>Anaheim</b>	\$100,000 (augmenting \$300,000 in city funds)	11/13/2006 (B)	Lead city in a three city collaboration of Anaheim, Orange, and Villa Park to devise better transit access to Anaheim Canyon Station and to/from key employment areas and both Orange and the Anaheim Regional Transportation Intermodal Center stations.
<b>Aliso Viejo</b>	\$100,000	11/13/2006 (B)	Develop multidisciplinary transit plan maximizing appeal of transit service between Aliso Viejo Town Center and Laguna Niguel Station through wide range of employer, developer, transit, and route planning amenities.
<b>Laguna Beach</b>	\$100,000	11/13/2006 (B)	In conjunction with tourism interests and adjacent station cities, develop a plan to connect city's fixed route system to Metrolink to serve key markets.

**City Project Concepts Summary Table**  
January 10, 2008

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to TP&amp;O* (T) or Board (B)</b>	<b>Concept</b>
<b>Orange</b>	\$100,000 60,000 to Orange station pedestrian access study; \$40,000 three city transit access/planning	11/13/2006 (B)	Improve pedestrian access by planning more accessible, pedestrian friendly continuous pedestrian access between downtown and Orange station. In city collaboration, particularly interested in identifying feeder service opportunities to both stations for those with Orange destinations.
<b>San Clemente</b>	\$100,000	11/13/2006 (B)	Address implementation issues of city's plan to operate a trolley service connecting the Metrolink station, beach area, and downtown San Clemente. Consider opportunities for coordination with adjacent communities.
<b>Villa Park</b>	\$100,000	11/13/2006 (B)	Assess community interest in having service to station, and if warranted prepare initial route plans.

Previously approved by  
OCTA Board

**COOPERATIVE AGREEMENT NO. C-7-0195**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF PLACENTIA**

**FOR**

**CITY INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2007, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Placentia, 401 East Chapman Avenue, Placentia, California, 92870, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County’s future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Placentia residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

/

1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22           **ARTICLE 2. SCOPE**

23           A.       This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services  
25 identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY  
26 /



1 and CITY agree that each will cooperate and coordinate with the other in all activities covered by this  
2 Agreement and any other supplemental agreements.

3 B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of  
4 this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such  
5 performance or to future performance of such terms or conditions and CITY's obligation in respect to  
6 performance shall continue in full force and effect.

7 C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY  
8 unless confirmed in writing by an authorized representative of AUTHORITY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

12 A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT,  
13 for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be  
14 distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an  
15 amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right  
16 to accept or reject any Project Concept.

17 B. Should CITY not complete the services identified in Exhibit A, or does not meet the  
18 terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the  
19 CITY within sixty (60) days of AUTHORITY's written demand.

20 C. Additional Funding- Funding beyond what has been identified in Article 5.  
21 PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a  
22 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
23 the any future step in the GO LOCAL process.

24 /  
25 /  
26 /

**ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.

However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial Progress Report," attached to and, by this reference, incorporated in and made part of this Agreement. CITY shall be required to produce a final written report of its findings, recommendations, and next steps according to a mutually agreed upon date, but no later than the completion date of this Agreement. The Final Report will include the elements described in Exhibit C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this reference, incorporated in and made part of this Agreement.

D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this

1 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
 2 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
 3 determination and written request, CITY shall return all monies in accordance with this Article.

4 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
 5 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
 6 Concept within thirty (30) days after the agreement has been executed.

7 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
 8 in a good and competent and professional manner and in compliance with all applicable federal,  
 9 state and local rules and regulations.

10 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
 11 project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling  
 12 available.

13 **ARTICLE 5. PAYMENT**

14 A. For CITY's full and complete performance of its obligations under this Agreement and  
 15 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
 16 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
 17 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
 18 acceptable invoice.

19 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
 20 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
 21 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
 22 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
 23 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
 24 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
 25 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
 26 information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

**ARTICLE 8. INDEMNIFICATION**

Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by the Parties, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

- A. Term for Funding- AUTHORITY and CITY shall execute a Cooperative Agreement on

1 or before March 1, 2008 for Step 1 funds.

2 B. Term of Agreement- This Agreement shall continue in full force and effect through  
3 June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this  
4 Agreement may only be extended upon mutual written agreement by both Parties.

5 C. Termination- The AUTHORITY may terminate this Agreement for its convenience any  
6 time, in whole or part, by giving CITY written notice thereof.

7 D. Modifications- This Agreement may be amended in writing at any time by the mutual  
8 consent of both Parties. No amendment shall have any force or effect unless executed in writing by  
9 both AUTHORITY and CITY.

10 E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized  
11 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the  
12 Parties hereto are formally bound to the provisions of this Agreement.

13 F. Notices- Any notices, requests or demands made between the parties pursuant to  
14 this Agreement are to be directed as followed:

15 To CITY:	To AUTHORITY:
16 City of Placentia	Orange County Transportation Authority
17 401 East Chapman Avenue	550 South Main Street
18 /	P. O. Box 14184
19 Placentia, CA 92870	Orange, CA 92863-1584
20 ATTENTION: Michael McConaha	ATTENTION: Kathy Peale
21 Senior Administrative Analyst	Senior Contract Administrator
22 (714/993-8245)	(714/560-5609); kpeale@octa.net
23 mmconaha@placentia.org	c: Kia Mortazavi, Executive Director,
24 /	Development Division

25 G. Severability- If any term, provision, covenant or condition of this Agreement is held to  
26 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the

1 remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or  
2 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3 H. Counterparts of Agreement- This Agreement may be executed and delivered in any  
4 number of counterparts, each of which, when executed and delivered shall be deemed an original  
5 and all of which together shall constitute the same agreement. Facsimile signatures will be  
6 permitted.

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

14 J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
15 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
16 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
17 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
18 waiver of any right to consent to such subsequent assignment.

19 K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to  
20 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
21 amounts, or for purposes other than as authorized by local, State or Federal law.

22 L. Governing Law- The laws of the State of California and applicable Federal, State, local  
23 laws, regulations and guidelines shall govern hereunder.

24 /  
25 /  
26 /

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-0195 to be executed on the date first above written.

**CITY OF PLACENTIA**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Constance Underhill  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Patrick Melia  
City Clerk

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

Handwritten initials and a circular stamp are present in the bottom left corner of the page.

## GO LOCAL

### PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with the Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

\_\_\_\_\_ **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

\_\_\_\_\_ **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

\_\_\_\_\_ **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

\_\_\_\_\_ **Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

\_\_\_\_\_ **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

\_\_\_\_\_ **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

#### B. Project Overview

Please include a 250 to 300 word overview of your Project Concept.

#### C. Partners

Please attach any letters of agreements, which identify other jurisdictions participating in this Project Concept, and your respective roles (see Checklist on Website).





**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_  
By \_\_\_\_\_

Prepared

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*



**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

**COOPERATIVE AGREEMENT NO. C- 7-1096**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF LAGUNA WOODS**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2007, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Laguna Woods, 24264 El Toro Road, Laguna Woods, CA 92637, a municipal corporation duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Laguna Woods residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

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1           **ARTICLE 2. SCOPE**

2           A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
3 connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services  
4 identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY  
5 and CITY agree that each will cooperate and coordinate with the other in all activities covered by this  
6 Agreement and any other supplemental agreements.

7           B.     AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of  
8 this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such  
9 performance or to future performance of such terms or conditions and CITY's obligation in respect to  
10 performance shall continue in full force and effect.

11          C.     Changes to any portion of this Agreement shall not be binding upon AUTHORITY  
12 unless confirmed in writing by an authorized representative of AUTHORITY by way of a written  
13 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

14           **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

15           AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

16          A.     Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT,  
17 for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be  
18 distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an  
19 amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right  
20 to accept or reject any Project Concept.

21          B.     Should CITY not complete the services identified in Exhibit A, or does not meet the  
22 terms and conditions of this Agreement, AUTHORITY shall give CITY written notice of any violation.  
23 CITY shall have thirty (30) days to cure the violation. If the violation is not cured within the thirty (30)  
24 days, the CITY will return to AUTHORITY all monies paid to the CITY within sixty (60) days of  
25 AUTHORITY's written demand.

26          /

1 C. Additional Funding- Funding beyond what has been identified in Article 5.  
2 PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a  
3 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
4 the any future step in the GO LOCAL process.

5 **ARTICLE 4. RESPONSIBILITIES OF CITY**

6 CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

7 A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.  
8 However, CITY may designate pursuant to a written partnership letter of agreement that another city  
9 participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a  
10 copy of this letter within ten (10) days after the agreement has been executed.

11 B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
12 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
13 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

14 C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
15 AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
16 Progress Report," attached to and, by this reference, incorporated in and made part of this  
17 Agreement. CITY shall be required to produce a final written report of its findings,  
18 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
19 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
20 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
21 reference, incorporated in and made part of this Agreement.

22 D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
23 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
24 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
25 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
26 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

1 through eminent domain or as matching funds to implement land development, all monies funded to  
2 the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
3 AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
4 developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
5 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
6 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
7 determination and written request, CITY shall return all monies in accordance with this Article.

8 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
9 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
10 Concept within thirty (30) days after the agreement has been executed.

11 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
12 in a good and competent and professional manner and in compliance with all applicable federal,  
13 state and local rules and regulations.

14 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
15 project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling  
16 available.

17 **ARTICLE 5. PAYMENT**

18 A. For CITY's full and complete performance of its obligations under this Agreement and  
19 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
20 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
21 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
22 acceptable invoice.

23 /

24 /

25 /

26 /



1 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
2 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
3 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
4 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
5 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
6 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
7 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
8 information requested within thirty (30) days from AUTHORITY's request.

9 **ARTICLE 6. MAXIMUM OBLIGATION**

10 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY  
11 agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's  
12 direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include  
13 all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

14 **ARTICLE 7. AUDIT AND INSPECTION**

15 CITY shall maintain a complete set of records in accordance with generally accepted  
16 accounting principles and in accordance with Local Transportation Ordinance Number 2: The  
17 Revised Traffic Improvement and Growth Management Ordinance. The original records shall be  
18 maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized  
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24 documents related to this Agreement by whatever means necessary.

25 /

26 /

1           **ARTICLE 8. INDEMNIFICATION**

2           CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,  
3 employees and agents from and against any and all claims (including attorney's fees and reasonable  
4 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,  
5 worker's compensation subrogation claims, damage to or loss of use of property caused by the  
6 negligent acts, omissions or willful misconduct by CITY, its officers, directors, employees or agents  
7 in connection with or arising out of the performance of this Agreement.

8           **ARTICLE 9. ADDITIONAL PROVISIONS:**

9           The AUTHORITY and CITY agree to the following mutual responsibilities:

10          A.     Term for Funding- AUTHORITY and CITY shall execute a Cooperative Agreement on  
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14 Agreement may only be extended upon mutual written agreement by both Parties.

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16 time, in whole or part, by giving CITY written notice thereof.

17          D.     Modifications- This Agreement may be amended in writing at any time by the mutual  
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20          E.     Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized  
21 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the  
22 Parties hereto are formally bound to the provisions of this Agreement.

23          F.     Notices- Any notices, requests or demands made between the parties pursuant to  
24 this Agreement are to be directed as followed:

25         /

26         /

To CITY: To AUTHORITY:

City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637  
Attention: :Leslie A. Keane

Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
Attention: Kathy Peale

City Manager

Senior Contract Administrator

(949/639-0500); lkeane@lagunawoodscity.org (714/560-5609); kpeale@octa.net

c: Kia Mortazavi, Executive Director,  
Development Division

F. Severability- If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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/

I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

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K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1096 to be executed on the date first above written.

CITY OF LAGUNA WOODS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Leslie A. Keane  
City Manager

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Susan M. Condon  
City Clerk

By: \_\_\_\_\_  
Kennard Smart, Jr.  
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
Stephan A. McEwen  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

Dated: \_\_\_\_\_

LP  
TC

## GO LOCAL

### PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with the Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

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What are the transit needs? Identify populations, congestion areas, etc.

\_\_\_\_\_ **Coordinating Transit *and* Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

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Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

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Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

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Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

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#### B. Project Overview

Please include a 250 to 300 word overview of your Project Concept.

#### C. Partners

Please attach any letters of agreements, which identify other jurisdictions participating in this Project Concept, and your respective roles (see Checklist on Website).

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

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Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

## GO LOCAL

### **PROJECT CONCEPT FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

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*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
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*Identify:*
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**GO LOCAL**

**PROJECT CONCEPT  
Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
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XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title







MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> 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.



*January 10, 2008*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, <sup>ATL</sup> Chief Executive Officer  
**Subject:** Approval to Release Request for Proposals for Non-Revenue Hybrid Electric Vehicles

### **Overview**

Staff has developed the proposed evaluation criteria weighting to initiate the competitive procurement process to select a firm to provide 93 non-revenue hybrid electric company-equipment-assigned vehicles. These vehicles are used for coach operator reliefs and shift changes.

### **Recommendations**

- A. Approve the proposed evaluation criteria and weightings.
- B. Approve the release of a request for proposals for replacement of 93 non-revenue hybrid electric company-equipment-assigned vehicles.

### **Background**

Under the terms of the Coach Operator Collective Bargaining Agreement between the Orange County Transportation Authority (Authority) and Teamsters Local 952, all coach operator work assignments must begin and end at the bus operations base to which the coach operator is assigned. Typically, the first assigned coach operator in the morning will drive a bus to an assigned location to begin scheduled revenue service. Most Authority bus schedules span 12 hours or more, requiring the morning coach operator to be relieved enroute.

To ensure uninterrupted bus service, coach operators assigned to operate the afternoon schedule must relieve coach operators assigned to the morning schedule. There are several methods used to accomplish the coach operator relief process, which include walking from their assigned bus operations base to the relief point, riding an in-service revenue bus to the relief point, or driving a company-equipment-assigned (CEA) vehicle from their assigned base to the relief point.

The Authority requires a fleet of 85 CEA vehicles to accomplish necessary relief activities. In addition, eight support vehicles are required to address the day-to-day transportation needs for staff at the operations bases and administration building. Support vehicles provide transport between Authority locations and off-site business obligations. In addition, these vehicles serve as "guaranteed ride home" cars as part of the Authority rideshare program.

In keeping with the Authority's commitment to clean air, these CEA vehicles are hybrid electric vehicles (HEV). HEV combine the internal combustion engine of a conventional vehicle with the battery and electric motor of an electric vehicle, resulting in twice the fuel economy of conventional vehicles. This combination offers the extended range and rapid refueling with a significant portion of the energy and environmental benefits of an electric vehicle. The practical benefits of HEV include improved fuel economy and significantly lower emissions compared to conventional vehicles. Staff proposes to continue to use HEV technology for CEA requirements.

Staff has considered other options including compressed natural gas (CNG) sedans and plug-in hybrids. In conclusion, CNG vehicles were not considered at this time, but would be as additional Authority CNG fueling facilities are constructed and become operational over the next two years. And plug-in vehicles are not viable in the quantities needed to support the CEA requirements. However, staff is in the process of developing a proposal to acquire a smaller number of plug-in vehicles (i.e., six) and two or three charging stations using grant funds to gain some practical experience and evaluate the use of these vehicles in support of operations. Other elements under considerations include use of CNG vehicles in field supervision, and the possible purchase of used Prius vehicles for use by other Authority staff, allowing the agency to retire high-mileage Ford Crown Victorias running on regular unleaded gasoline.

In October 2003, the Authority released a request for proposals (RFP) to lease or purchase 99 vehicles. Proposals were received which included purchase, lease, lease with full maintenance, and maintenance. The Authority's Financial Planning and Analysis Department performed a buy-versus-lease cost analysis and determined a lease with full maintenance procurement would minimize Authority personnel and space requirements.

A four-year agreement was entered into between the Authority and Enterprise Fleet Services in August 2004. The maintenance contract includes preventive maintenance, major and minor repairs, brakes, tire replacements, pick-up and delivery, loaner vehicles, towing and incidentals. Having one vendor provide leasing, maintenance, and vehicle pick-up/delivery has proved to be a highly effective service and is recommended for this procurement because of the convenience of having a single point of contact and the ease of logistics.

The four-year lease agreement ends on September 1, 2008. In order to ensure uninterrupted service relief for the Authority's coach operators and guarantee delivery of new vehicles by September 1, 2008, the replacement vehicles must be ordered by May 2008.

***Discussion***

The procurement for the CEA vehicles will be handled in accordance with the Authority's procedures for professional and technical services. Due to the nature of the technology involved, the Authority will use a competitive negotiated procurement method. The criteria for selecting a firm are based on meeting the Authority's technical requirements at the most competitive cost.

Staff requests approval of the proposed evaluation criteria, which will be used to evaluate proposals received in response to the RFP. The proposals will be evaluated based on the following weighted criteria:

- Qualifications of the Firm: 25 percent
- Staffing: 25 percent
- Work Plan: 25 percent
- Cost and Price: 25 percent

***Summary***

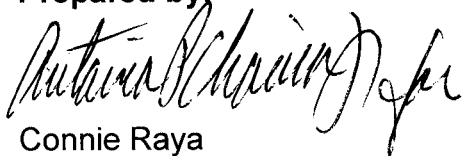
Staff recommends approval of the proposed evaluation criteria and authorization to release an request for proposals for replacement of 93 company equipment assigned non-revenue hybrid electric vehicles.

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**Attachment**

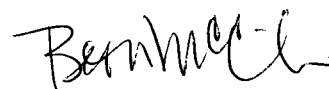
- A. Draft Request for Proposals (RFP) 7-1389 Non-Revenue Hybrid-Electric Vehicles

**Prepared by:**



Connie Raya  
Section Manager, Maintenance  
Resource Management  
(714) 560-5962

**Approved by:**



Beth McCormick  
General Manager, Transit  
(714) 560-5964

# DRAFT

REQUEST FOR PROPOSALS (RFP) 7-1389

## Non-Revenue Hybrid-Electric Vehicles



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

### Key RFP Dates

<b>Issued:</b>	<b>January 29, 2008</b>
<b>Pre-proposal Conference:</b>	<b>February 12, 2008</b>
<b>Written Questions:</b>	<b>February 19, 2008</b>
<b>Submit Offer:</b>	<b>March 3, 2008</b>
<b>Interview Date:</b>	<b>March 24, 2008</b>

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CHIEF EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 7-1389: Non-Revenue Hybrid-Electric Vehicles**

Gentlemen/Ladies:

The Orange County Transportation Authority (Authority) invites proposals from qualified suppliers for the lease or purchase of the Authority's requirements for Non-Revenue Hybrid-Electric Vehicles.

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on March 3, 2008.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Sue Ding, Sr. Contract Administrator**

Or 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: Sue Ding, Sr. Contract 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) 7-1389 may do so by faxing their request to (714) 560-5792, or e-mail your request to [rfp\\_ifb\\_Requests@octa.net](mailto: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) 7-1389

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

To receive all further information regarding this RFP 7-1389, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the supplier's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Commodity(s):

Automotive; Parts, Components,  
Vehicles

Automotive - Vehicles

Rental & Lease

Vehicle Rental or Leasing

A pre-proposal conference will be held on February 12, 2008, at 10:00am, at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 829. All prospective Offerors are encouraged to attend the pre-proposal conference.

Interviews are scheduled for March 24, 2008. Please keep this date open. Failure to appear at the interview may cause the firm to be considered non-responsive and may be eliminated from further evaluation.

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,

Sue Ding  
Sr. Contract Administrator

Contracts Administration and Materials Management Note:

Comments relative to this draft RFP should be submitted in writing no later than January 24, 2008 to Sue Ding, Senior Contract Administrator.

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on February 12, 2008, at 10:00am, at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 829. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

**D. AUTHORITY CONTACT**

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

Sue Ding, Sr. Contract Administrator  
Contracts Administration and Materials Management Department  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5651, Fax: 714.560.5792

**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 CAMMNet under the commodity codes specified in this RFP.

## 2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on February 19, 2008.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California 92868.
  - (3) Facsimile: The Authority's fax number is (714) 560-5792.
  - (4) E-Mail: Sue Ding, Sr. Contract Administrator, e-mail address is *sding@octa.net*.

## 3. Authority Responses

Responses from the Authority will be posted on CAMMNet, the Authority's interactive website, no later than February 26, 2008. Offerors may download responses from CAMMNet at [www.octa.net/cammnet](http://www.octa.net/cammnet), or request responses be sent via U.S. Mail by e-mailing or faxing the request to Sue Ding, Sr. Contract Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMMNet, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the supplier's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Automotive; Parts, Components, Vehicles	Automotive - Vehicles
Rental & Lease	Vehicle Rental or Leasing

Inquiries received after February 19, 2008, 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 March 3, 2008.**

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: Sue Ding, Sr. Contract Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Sue Ding, Sr. Contract Administrator**

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building before delivering anything to the CAMM Department.

**3. Identification of Proposals**

Offeror shall submit an **original and 5 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 7-1389: Non-Revenue Hybrid-Electric Vehicles"**

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



**I. TAXES**

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

**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 Specification, included in this RFP as Exhibit A. Firm-fixed price is the preferred method of pricing.

**SECTION II**  
**PROPOSAL CONTENT**

## SECTION II. PROPOSAL CONTENT

### A. PROPOSAL FORMAT AND CONTENT

#### 1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

#### 2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Sue Ding, Sr. Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contract 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. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### 3. Technical Proposal

- a. **Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and 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.
- (6) Provide a list of all work performed for the Authority, either as a prime or subcontractor during the last 3 years contracted directly with the Authority.

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Specification.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a schedule for completing the tasks 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 in this project and how the Offeror would propose

to address them.

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

**d. 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 Exhibit C.

**4. Cost and Price Proposal**

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules.

**5. Appendices**

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

**B. CAMPAIGN CONTRIBUTION FORMS**

**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 Exhibit D of this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime contractor and subcontractors

must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the prime contractor in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the Authority's Board of Directors take action, which is anticipated to be May 12, 2008.

**C. STATUS OF PAST AND PRESENT CONTRACTS**

**Status of Past and Present Contract Forms**

On Exhibit E, entitled "Status of Past and Present Contracts" Offerors shall list the status of past and present contracts where the firm has either provided services as a prime contractor or subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement or in litigation. 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 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 that the information provided is true and accurate.

**SECTION III**  
**EVALUATION AND AWARD**



### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **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** **25%**  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
  
3. **Work Plan** **25%**  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
  
4. **Cost and Price** **25%**  
 Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted.

#### B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority will interview some or all of the proposing firms. The Authority has established March 24, 2008 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 discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

#### **C. AWARD**

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

#### **D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified by electronic mail regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful

Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) days of notification of the contract award.

**EXHIBIT A**  
**SPECIFICATION**

## **EXHIBIT A** **SPECIFICATION**

### **1.0 GENERAL**

The Orange County Transportation Authority (Authority) intends to purchase or lease ninety-three (93) gasoline hybrid-electric passenger vehicles. Suppliers must provide fuel economy estimates for the vehicles proposed. Vehicles shall be delivered by August 31, 2008.

The Authority will be accepting proposals on the following five alternatives:

- Purchase
- Lease with full maintenance
- Lease without maintenance
- Maintenance
- Rental Cars

### **2.0 MECHANICAL REQUIREMENTS**

The following characteristics represent the Authority's minimum mechanical requirements.

- 2.1 2008 four-door compact gasoline hybrid-electric vehicle.
- 2.2 Minimum wheel base of 97 inches.
- 2.3 Minimum 1.5 liter, 4 cylinder engine.
- 2.4 Automatic transmission with overdrive.
- 2.5 Anti-lock brake system.

### **3.0 MINIMUM EXTERIOR REQUIREMENTS**

The following characteristics represent the Authority's minimum exterior requirements.

- 3.1 White base with clear coat paint.
- 3.2 Factory tinted windows.
- 3.3 2-speed windshield wipers/washers with interval feature.
- 3.4 Dual remote controlled mirrors.

### **4.0 MINIMUM INTERIOR REQUIREMENTS**

The following characteristics represent the Authority's minimum interior requirements.

- 4.1 Cloth/vinyl low-back front bucket seats with dark upholstery.
- 4.2 Rear bench seat with dark upholstery.
- 4.3 Rubber floor mats.
- 4.4 Driver and passenger side air bag restraint system.
- 4.5 Air conditioning, heater-defroster and ventilation.

- 4.6 Instrumentation: speedometer, fuel level; engine coolant temperature; voltage gauge; air bag; emissions; check engine; high beams on; parking brake on; fasten safety belt warning lights, and; headlight on reminder.
- 4.7 Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.
- 4.8 AM/FM radio.
- 4.9 All vehicles shall use the same locking/ignition key.

## **5.0 OPTION 1 – PURCHASE**

The following represent the Authority's requirements for a purchase.

- 5.1 Five (5) year, 100,000 mile warranty.
- 5.2 Supplier responsible for licensing and registration of the vehicle to the Orange County Transportation Authority with exempt plates.

## **6.0 OPTION 2 – LEASE SPECIFICATION WITH FULL MAINTENANCE**

The following represent the Authority's requirements for a lease option with full maintenance. Lease term of 48 months with a option year available.

- 6.1 Four (4) year open-end lease with no mileage restrictions.
- 6.2 Full maintenance, to include preventive maintenance and all mechanical repairs.
- 6.3 Free service loaner vehicles.
- 6.4 Monthly management reports consisting of: Single invoice of all charges, and; Preventive maintenance exception report.
- 6.5 Tire replacement, five (5) sets per vehicle.
- 6.6 Supplier responsible for licensing and registration of the vehicle to the Orange County Transportation Authority with exempt plates.
- 6.7 Smog checks as required.
- 6.8 24-hour emergency roadside assistance.
- 6.9 Pick-up and delivery of vehicles for scheduled maintenance.
- 6.10 Door locks to be keyed alike for all 99 vehicles.

## **7.0 OPTION 3 – LEASE SPECIFICATION WITHOUT MAINTENANCE**

The following represent the Authority's requirements for a lease option without maintenance. Lease term of 48 months with a option year available.

- 7.1 Four (4) year open-end lease with no mileage restrictions.
- 7.2 Monthly management report consisting of a single invoice of all charges.
- 7.3 Supplier responsible for licensing and registration of the vehicle to the Orange County Transportation Authority with exempt plates.

## 8.0 OPTION 4 – MAINTENANCE

The following represents the Authority's minimum maintenance requirements. All work shall be performed at the selected Supplier's facility.

- 8.1 All factory recommended preventive maintenance services (oil changes, tune-ups, etc.)
- 8.2 Incidentals (fluid, belts, hoses, etc. )
- 8.3 Tire rotation and alignment.
- 8.4 Pick up and delivery of vehicles for scheduled maintenance.
- 8.5 All mechanical repairs.

## 9.0 OPTION 5 – RENTAL CARS

If during the course of the contract, vehicles are in the shop for repair or the Authority wishes to rent additional vehicles, a rental option will be included in the contract. These rental vehicles shall be available to rent daily, weekly or monthly.

## 10.0 VEHICLE LOCATIONS

The CEA vehicles are parked at the following locations:

- Garden Grove Base Operations      11790 Cardinal Circle  
Garden Grove, CA 92843
- Anaheim Base Operations      1717 E. Via Burton  
Anaheim, CA 92806
- Santa Ana Base Operations      4301 W. Mac Arthur Blvd.  
Santa Ana, CA 92704

## 11.0 MANUALS AND BOOKS

The successful Bidder shall supply the following manuals and books under the lease or buy option.

- 11.1 Five (5) each Shop Engine Manual
- 11.2 Five (5) each Schematic Vacuum Diagram Book
- 11.3 Five (5) each Emission Diagnosis (H) Book.
- 11.4 Five (5) each Body and Chassis Manual
- 11.5 Five (5) each Parts Manual

**12.0 SPECIFICATION COMPLIANCE SUMMARY**

All Bidders shall submit a Specification Compliance Summary, addressing each line item with their bid. This summary shall address all items of this Specification. An example of the required summary is shown below:

<u>Specification Item</u>	<u>Bidder's Response</u>
3.1 White base with clear coat paint.	Comply.
3.2 Factory tinted windows.	Comply with noted exception.
3.3 2-speed windshield wipers/washers with interval feature.	Comply.
3.4 Dual remote controlled mirrors.	Do not comply. See exception and Deviations.



**EXHIBIT B**  
**COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 7-1389**

Enter below the proposed price for each of the option described in the Specification, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract. Please denote the basis on which the prices are quoted.

**AVAILABILITY IS TO BE WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER.**

**GASOLINE HYBRID-ELECTRIC VEHICLES**

Item	Qty	Description	Unit Price	Extension
1.	93	Purchase	\$ _____	\$ _____
2.	93 (*)	Maintenance Agreement	\$ _____	\$ _____
3.	93 (*)	Lease with Full Maintenance	\$ _____	\$ _____
4.	93 (*)	Lease without Maintenance	\$ _____	\$ _____
5.	93 (*)	Rental Cars	\$ _____	\$ _____

(\*) The price quoted shall be for the term of 48 months with an option year.

**VEHICLE CREDITS FOR 2008-09 MODEL**      \$ \_\_\_\_\_

Cash discount allowable \_\_\_\_\_ percent \_\_\_\_\_ days; unless otherwise stated, payment terms are: Net 30 days. Offerors must state cash discount offered.

**IF NOT SUBMITTING AN OFFER, LIST REASON(S) BELOW:**

The above prices are quoted on the following basis (check one):

Firm-Fixed Price\_\_\_\_\_ Cost-Plus-Fixed-Fee\_\_\_\_\_ Time and Expense\_\_\_\_\_

EPA estimated annual fuel costs for the proposed hybrid vehicles \_\_\_\_\_

---

1. I acknowledge receipt of RFP 7-1389 and Addenda No.(s) \_\_\_\_\_

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

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

PRINT SIGNATURE'S NAME AND  
TITLE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**EXHIBIT C**  
**PROPOSED AGREEMENT**

**PROPOSED AGREEMENT NO. C-7-1389**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and , , (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide Non-Revenue Gasoline Hybrid-Electric Vehicles; and

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

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

**WHEREAS**, CONTRACTOR wishes to perform these services; and

**WHEREAS**, AUTHORITY's Board of Directors has reviewed and approved the selection of CONTRACTOR on \_\_\_\_\_,

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

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

1 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's  
2 performance of any term(s) or condition(s) 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 term(s) or  
4 condition(s) and CONTRACTOR'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. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to  
13 AUTHORITY the services set forth in Exhibit A, entitled "Specification," 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. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR is not provided with such notice by the departing employee.  
4 AUTHORITY shall respond to CONTRACTOR 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 , unless earlier terminated or extended as provided in this Agreement.

9 **ARTICLE 5. PAYMENT**

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

14 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding  
15 to the work actually completed by CONTRACTOR. CONTRACTOR shall also furnish such other  
16 information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole  
17 discretion, AUTHORITY may decline to make full payment for any work until such time as  
18 CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully  
19 completed all work required. AUTHORITY's payment in full for any work completed shall not constitute  
20 AUTHORITY's final acceptance of CONTRACTOR's work.

21 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in  
22 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the  
23 monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment  
24 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include  
25 the following information:

26 /

- 1           1. Agreement No. C-7-1389;
- 2           2. Specify the work for which payment is being requested;
- 3           3. The time period covered by the invoice;
- 4           4. Total monthly invoice (including project-to-date cumulative invoice amount); and
- 5           5. Certification signed by the CONTRACTOR or his/her designated alternate that a)

6 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The  
7 invoice is a true, complete and correct statement of reimbursable costs; c) The backup information  
8 included with the invoice is true, complete and correct in all material respects; d) All payments due and  
9 owing to subcontractors and suppliers have been made; e) Timely payments will be made to  
10 subcontractors and suppliers from the proceeds of the payments covered by the certification and; f) The  
11 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a  
12 subcontractor or supplier unless so identified on the invoice.

- 13           6. Any other information as agreed or requested by AUTHORITY to substantiate the  
14 validity of an invoice.

15           **ARTICLE 6. MAXIMUM OBLIGATION**

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

21           **ARTICLE 7. NOTICES**

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

26           /



To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sue Ding

Tel: (714) 560 - 5651

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

**ARTICLE 9. INSURANCE**

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

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

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

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

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

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

8           C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement  
9 Number C-7-1389; and, the Contract Administrator's Name, Sue Ding.

10          D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors  
11 shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this  
12 Agreement.

13           **ARTICLE 10. ORDER OF PRECEDENCE**

14          Conflicting provisions hereof, if any, shall prevail in the following descending order of  
15 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 7-  
16 1389;(3) CONTRACTOR's proposal dated ; (4) all other documents, if any, cited herein or incorporated  
17 by reference.

18           **ARTICLE 11. CHANGES**

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

**ARTICLE 12. DISPUTES**

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

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

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

**ARTICLE 13. LIQUIDATED DAMAGES**

In the event CONTRACTOR, after entering into an Agreement with AUTHORITY, fails to complete the work within the time specified in the Agreement, the CONTRACTOR shall be required to pay AUTHORITY the amount of **\$20.00 per calendar day per vehicle** of delay as agreed to liquidated damages.

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1           **ARTICLE 14. TERMINATION**

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

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

15           **ARTICLE 15. INDEMNIFICATION**

16           CONTRACTOR 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 CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection  
21 with or arising out of the performance of this Agreement.

22           **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

1 terms and conditions of this Agreement.

2 B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of  
3 Work to the parties identified below for the functions described in CONTRACTOR's proposal.  
4 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, 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 CONTRACTOR.

8 **Subcontractor Name/Addresses**

**Subcontractor Amounts**

9 .00

10 .00

11  
12 **ARTICLE 17. AUDIT AND INSPECTION OF RECORDS**

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

22 **ARTICLE 18. FEDERAL, STATE AND LOCAL LAWS**

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

26 /

1           **ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY**

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

9           **ARTICLE 20. PROHIBITED INTERESTS**

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

13          **ARTICLE 21. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

19          B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
20 descriptions, and all other written information submitted to CONTRACTOR in connection with the  
21 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any  
22 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
23 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding  
24 such material. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is  
25 or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall  
26 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project

1 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without  
2 the express written consent of AUTHORITY.

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

8 **ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT**

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

21 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all  
22 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY  
23 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to  
24 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at  
25 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,  
26 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and  
2 copyright indemnity thereto.

3 **ARTICLE 23. FINISHED AND PRELIMINARY DATA**

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

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

19 **ARTICLE 24. ALCOHOL AND DRUG POLICY**

20 AUTHORITY and CONTRACTOR shall provide under this Agreement, a safe and healthy work  
21 environment free from the influence of alcohol and drugs. Failure to comply with this Article may result  
22 in nonpayment or termination of this Agreement.

23 **ARTICLE 25. FORCE MAJEURE**

24 Either party shall be excused from performing its obligations under this Agreement during the  
25 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its  
26 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,



1 products, plants or facilities by the federal, state or local government; national fuel shortage; or a  
2 material act or omission by the other party; when satisfactory evidence of such cause is presented to  
3 the other party, and provided further that such nonperformance is unforeseeable, beyond the control  
4 and is not due to the fault or negligence of the party not performing.

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

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1389 to be  
7 executed on the date first above written.

8 **CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

9 By \_\_\_\_\_

By \_\_\_\_\_

10 Arthur T. Leahy  
11 Chief Executive Officer

12 APPROVED AS TO FORM:

13 By \_\_\_\_\_

14 Kennard R. Smart, Jr.  
15 General Counsel

16 APPROVED:

17 By \_\_\_\_\_

18 Beth McCormick  
19 General Manager, Transit

20 Date: \_\_\_\_\_

**EXHIBIT D**

**PARTY AND PARTICIPANT DISCLOSURE 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.

**RFP 7-1389**  
**EXHIBIT D**

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.

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**

**Carolyn Cavecche, Chair**

**Chris Norby, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Arthur C. Brown, Director**

**Peter Buffa, Director**

**Bill Campbell, Director**

**Richard T. Dixon, Director**

**Paul Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel A. Pulido, Director**

**Mark Rosen, 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 have 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:
  - (2) 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;
  - (3) 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
  - (4) 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.

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**

**Carolyn Cavecche, Chair**

**Chris Norby, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Arthur C. Brown, Director**

**Peter Buffa, Director**

**Bill Campbell, Director**

**Richard T. Dixon, Director**

**Paul Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel A. Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**EXHIBIT E**

**STATUS OF PAST AND PRESENT CONTRACTS**

**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.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> 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.



*January 10, 2008*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Consultant Selection for Design Services for Bus Stop Enhancements for Bus Rapid Transit Project

***Overview***

On October 5, 2007, the Orange County Transportation Authority Board of Directors authorized the release of a request for proposals for design services for bus stop enhancements for the bus rapid transit project.

***Recommendations***

- A. Select IBI Group as the top ranked firm to provide design services for bus stop enhancements for the bus rapid transit project.
- B. Authorize staff to request a cost proposal from IBI Group and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final Agreement No. C-7-0972 in an amount not to exceed \$2,400,000.

***Background***

In order to satisfy regional air quality commitments and offer more effective and efficient transit solutions to Orange County (County) citizens, the Orange County Transportation Authority (Authority) plans to launch a bus rapid transit (BRT) program to provide differentiated service for riders who travel longer distances over core County corridors. BRT service can be differentiated from traditional fixed-route service by a combination of characteristics including limited stops, enhanced bus stops, an emphasis on synchronized signal advantages, and traffic signal priority. BRT seeks to optimize commute efficiency with a blend of technology and operational elements.



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On October 14, 2005, the Authority's Board of Directors (Board) approved the BRT Implementation Strategy to provide BRT service. Subsequently, on June 11, 2007, the Board approved the Implementation Plan, which outlined the required procurements to implement the program. On October 5, 2007, the Board authorized issuance of a request for proposals for the architectural and engineering design and documentation elements which address the infrastructure, such as shelters, bus pads, and benches, that will support the technology components of the project.

***Discussion***

This procurement was handled in accordance with the Authority's procurement policies and procedures for architectural and engineering requirements, which conform to both federal and state law. Therefore, proposals were evaluated without consideration of cost and were ranked in accordance with the qualifications of the firm and the technical proposal.

The project was advertised on October 5 and October 10, 2007, in a newspaper of general circulation. The notice for the request for proposals was posted on October 5, 2007, on CAMM NET and emailed to 1,062 consultants registered on CAMM NET. Addendum No. 1 was issued on October 5, 2007. Addendum No. 2 was issued on October 12, 2007, and Addendum No. 3 was issued on October 31, 2007, all of which were administrative changes and/or clarifications for the solicitation. A pre-proposal meeting was held on October 11, 2007, and was attended by 13 firms.

On November 1, 2007, two proposals were received. The low number of proposals received was likely due to the exclusion terms under current Bus Rapid Transit Project management Consulting Services Agreement No. C-5-2585, which excludes the prime contractor and 15 subcontractors assigned to the agreement from participation on contracts which they are also developing. In addition, the low number of proposals may be due to the Bus Rapid Transit Intelligent Transportations Systems and Transit Signal Priority Project Request For Proposals (RFP) 7-1164 issued by the Authority on September 24, 2007, with a proposal due date of November 16, 2007, which provided proposers with the choice of which project it would want to focus resources on. An evaluation committee consisting of staff from Facilities Engineering, Service Planning and Customer Advocacy, Contracts Administration and Materials Management, the City of Anaheim, and the Los Angeles County Metropolitan Transportation Authority met to review the proposed work plan, staffing, project organization, and firm qualifications.

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The evaluation committee reviewed both proposals and found one firm to be fully qualified for the work. The committee determined that the second firm's proposal was unsatisfactory and that the deficiencies could not be overcome by an interview. As a result, on November 19, 2007, only the fully-qualifying firm was interviewed to resolve questions relative to the firm's proposal. Based on their findings, the evaluation committee recommends the following firm for consideration of an award:

Firm and Location

IBI Group  
Irvine, California

The IBI Group team provided an excellent technical proposal/work plan and also provided an excellent presentation with clear and persuasive answers to interview questions. The project team has excellent related project experience.

If selected by the Board, the highest recommended firm will be requested to submit a cost proposal, and the final agreement is to be negotiated. Should negotiations fail with that firm, the Authority would expect to re-issue the request for proposals.

**Fiscal Impact**

This project was approved in the Authority's Fiscal Year 2006-07 Budget, Transit Division, Account 1545-7519-A9601-3TN, and is funded with state and federal funds.

***Summary***

Staff is requesting authorization to request a cost proposal from IBI Group and negotiate an agreement within the approved budget for this project, which is \$2,400,000.

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***Attachments***

- A. Design Services for Bus Stop Enhancements for Bus Rapid Transit Project Review of Proposals – RFP 7-0972 (All Proposers)
- B. Proposal Evaluation Criteria Matrix (All Proposers) RFP7-0972 Design Services for Bus Stop Enhancements for Bus Rapid Transit Project
- C. Overall Evaluation Summary (All Proposers)

**Prepared by:**



Gordon Robinson  
BRT Project Manager  
(714) 560-5715

**Approved by:**



Beth McCormick  
General Manager, Transit  
(714) 560-5964

**"Design Services for Bus Stop Enhancements for Bus Rapid Transit Project"**  
**Review of Proposals - RFP 7-0972 (ALL PROPOSERS)**  
*(Presented to Transit Planning and Operations Committee - 1/10/08)*

2 proposals were received, 1 firm was interviewed

Overall Ranking	Overall Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments
1	87	IBI Group Irvine, CA	BMW Group DesignworksUSA PB Americas, Inc. (PB) Tatsumi and Partners, Inc. TMAD Taylor & Gaines VA Consulting, Inc. (VA) O'Connor	Highest ranked proposal. Firm is highly qualified and is proposing to complete the majority of the work, with a small reliance on subcontractors. Subcontractors have excellent related experience. Project manager has excellent related experience. Clear detailed proactive work plan. Excellent design experience provided. Proven ability to work with local agencies.
2	60	KOA Corporation Tustin, CA	Psomas Abacus Project Management, Inc. Butsko Utility Design, Inc.	Second ranked proposal. Firm proposed that subcontractors perform a substantial portion of work. Project manager's credentials are good. Work plan was basic and brief, lacked details and ideas, and did not provide much value to the project. Work plan was only three pages, and this evaluation criterion had the highest weighting for this project. Lacked experience relative to design of shelters; rather firm is heavily experienced in traffic engineering projects, which is not part of scope of work. The following were all omitted from proposal: project schedule, major task identification, and identification of which roles individuals would be responsible for performing. Provided experience from one BRT project; however, it was for traffic signal issues rather than bus shelter issues. No relevant BRT experience provided. Quality Control not addressed in proposal.

**Evaluation Panel: (5)**

- OCTA:
  - CAMM Department (1)
  - TRANSIT Department (1)
  - DEVELOPMENT Department (1)
- CITY OF ANAHEIM (1)
- LACMTA (1)

**Proposal Criteria**

- Qualifications of Firm
- Staffing and Project Organization
- Work Plan

**Weight Factor**

- 25%
- 35%
- 40%

<b>PROPOSAL EVALUATION CRITERIA MATRIX (All Proposers)</b>							
<b>RFP 7-0972 "Design Services for Bus Stop Enhancements for Bus Rapid Transit Project"</b>							
<b>Firm: IBI GROUP</b>						<b>Weights</b>	<b>Criteria Score</b>
<b>Evaluation Number</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>		
Qualifications of Firm	4.5	4.5	4.5	5.0	5.0	5	23.5
Staffing/Proj. Organization	4.5	4.5	4.5	4.0	4.0	7	30.1
Work Plan	4.0	4.5	4.0	4.0	4.5	8	33.6
<b>Overall Score</b>	<b>86.0</b>	<b>90.0</b>	<b>86.0</b>	<b>85.0</b>	<b>89.0</b>		<b>87</b>
<b>Firm: KOA CORPORATION</b>						<b>Weights</b>	<b>Criteria Score</b>
<b>Evaluation Number</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>		
Qualification of Firm	3.5	3.0	3.0	4.0	3.5	5	17.0
Staffing/Proj. Organization	3.0	3.0	2.5	3.0	3.5	7	21.0
Work Plan	3.0	2.5	2.5	3.0	3.0	8	22.4
<b>Overall Score</b>	<b>62.5</b>	<b>56.0</b>	<b>52.5</b>	<b>65.0</b>	<b>66.0</b>		<b>60</b>
<b>Evaluation Panel: (5)</b>							
OCTA:							
Camm (1)							
TRANSIT (1)							
DEVELOPMENT (1)							
CITY OF ANAHEIM (1)							
LACMTA (1)							

<b>OVERALL EVALUATION SUMMARY (All Proposers)</b>							
<b>RFP 7-0972 "Design Services for Bus Stop Enhancements for Bus Rapid Transit Project"</b>							
Firm	#1	#2	#3	#4	#5	Average	Ranking
<b>IBI GROUP</b>	86.00	90.00	86.00	85.00	89.00	87	1
<b>KOA CORPORATION</b>	62.50	56.00	52.50	65.00	66.00	60	2

Evaluation Committee: (5)

OCTA:

Camm (1)

TRANSIT (1)

DEVELOPMENT (1)

CITY OF ANAHEIM (1)

LACMTA (1)





MEMO

January 8, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> 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.





*January 10, 2008*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Agreement for an Electronic Timekeeping System

**Overview**

The Orange County Transportation Authority currently uses a timekeeping software product called Enterprise Timekeeping Optimization System for all employees in the Maintenance Department. This product is proprietary. It was implemented almost 10 years ago and has become failure prone and part of the package is no longer supported. As part of the Orange County Transportation Authority's Fiscal Year 2007-08 Budget, the Board of Directors approved the purchase of an electronic timekeeping system for the Maintenance Department. Proposals were received in accordance with the Orange County Transportation Authority's fixed assets procurement procedures.

**Recommendation**

Authorize the Chief Executive Officer to issue Agreement No. C-7-1118 between the Orange County Transportation Authority and Kronos Incorporated, in an amount not to exceed \$457,287, for an electronic timekeeping system.

**Background**

The Orange County Transportation Authority (OCTA) Maintenance Department is comprised of approximately 300 union contract employees, including mechanics, service workers, body mechanics, upholstery mechanics, electronic technicians, and facility technicians. Maintenance employees work out of three operating bases in Orange County (Garden Grove, Anaheim, and Santa Ana) and support a number of other OCTA-owned facilities. The scheduled hours of operation are 24-hours a day, seven days a week.

Maintenance union employees currently clock in using hand scanners for identification. The hand scanner identification system is designed to prevent employees from clocking in for each other. This timekeeping program is a product called Enterprise Timekeeping Optimization System (ETOS). ETOS

tracks and posts employee time, worked or not worked, by attendance code. The information is then input in the Electronic Timekeeping and Attendance System (ETA), an in-house developed software application that populates the OCTA payroll system for these employees.

The ETA has two components: timekeeping and attendance tracking. The timekeeping tracks and posts employee time, worked or not worked. Utilizing timekeeping information, the attendance tracking component generates employee attendance history. ETA uses the history to create attendance policy caution notices, discipline letters, and incentive awards. The Lawson payroll system pulls the timekeeping information electronically from ETA.

The OCTA requires a system that provides a comprehensive workforce management software package that will allow employees to efficiently and accurately track employee time from a biometric data collection device. The ETOS hand scanners currently in use are obsolete and are no longer supported by the OCTA's Information Systems Department. The new software will be integrated with the OCTA's Lawson payroll system and replace the existing ETOS and ETA timekeeping and attendance systems.

***Discussion***

This procurement was handled in accordance with the OCTA's procedures for fixed assets, which permits the use of competitive negotiated procurements depending on the technical requirements of the item being procured. Due to technical requirements, the purchase of an electronic timekeeping system was handled as a competitive negotiated procurement.

In addition to cost, other factors are considered in an award in a competitive negotiated procurement. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar engagements, approach to the requirement, and technical expertise in the field.

The requirement was advertised on September 8 and September 10, 2007, in the Orange County Register. On September 6, 2007, an electronic notice of the request for proposals (RFP) was sent to 1,509 firms registered on CAMM NET. A pre-proposal meeting was held on September 13, 2007, and was attended by four firms.

On October 8, 2007, six offers were received. An evaluation committee with staff from Contracts Administration and Materials Management, Transit, Information Systems, and Human Resources Employment was established to review the offers submitted by each firm. The offers were evaluated on the basis of qualifications, staffing, project organization, work plan, and pricing. The

evaluation committee conducted interviews on October 24, 2007, for three firms making a short list. In addition to the interviews, a group forum was held on November 7, 2007, attended by the evaluation committee and the three short listed firms. Each firm was given the opportunity to ask technical questions related to the technical requirements of this purchase before providing best and final offers.

Based on their findings, the evaluation committee recommends the following firm for consideration of an award:

**Firm and Location**

Kronos Incorporated  
Irvine, California

Kronos Incorporated has extensive experience in the timekeeping business and is recognized as an industry leader in providing timekeeping applications. The Kronos applications include employee time tracking software; a feature that allows managers the ability to edit, review, and approve timecards and employee requests for time off; streamlines the leave management process, from eligibility and entitlement to on-leave compensation; provides visibility into trends and patterns that can point to and help reduce the abuse of leave benefits; and automates the administration and enforcement of attendance policies.

Even though Kronos proposed a higher price, the evaluation committee concluded that the firm offered a more comprehensive solution that would meet the OCTA's needs.

**Fiscal Impact**

Funds for this project were approved in the OCTA Fiscal Year 2007-08 Budget, Transit Division/Maintenance Department, Account 2159-9028-D2108-H5T; funded through the Local Transportation Fund.

***Summary***

Staff recommends approval of Agreement No. C-7-1118 to Kronos Incorporated, in the amount of \$457,287, for an electronic time keeping system.

**Attachments**

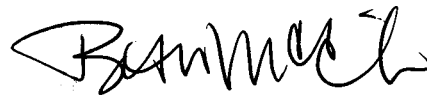
- A. Proposal Evaluation Criteria Matrix RFP No. 7-1118 Electronic Timekeeping System Shortlisted Firms
- B. RFP 7-118 Electronic Timekeeping System Review of Proposals

**Prepared by:**



Connie Raya  
Section Manager, Maintenance  
Resource Management  
(714) 560-5962

**Approved by:**



Beth McCormick  
General Manager, Transit  
(714) 560-5964

**PROPOSAL EVALUATION CRITERIA MATRIX  
RFP NO. 7-1118, ELECTRONIC TIMEKEEPING SYSTEM  
Shortlisted Firms**

KRONOS						Wts.	Overall Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	4.00	5.00	5.00	4.00	5.00	5	23
Staffing & Project Organization	4.00	3.00	3.00	3.00	3.00	5	16
Work Plan	4.00	4.00	4.00	4.00	3.00	5	19
Cost & Price	3.00	3.00	3.00	3.00	3.00	5	15
Overall Score	75.00	75.00	75.00	70.00	70.00		73

PACIFIC TIME SYSTEMS						Wts.	Overall Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	2.00	3.00	3.00	3.00	2.00	5	13
Staffing & Project Organization	4.00	4.00	4.00	4.00	4.00	5	20
Work Plan	2.00	3.00	3.00	2.00	3.00	5	13
Cost & Price	5.00	5.00	5.00	5.00	5.00	5	25
Overall Score	65.00	75.00	75.00	70.00	70.00		71

INTELLITIME						Wts.	Overall Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	4.00	3.00	3.00	3.50	4.00	5	18
Staffing & Project Organization	3.00	3.00	4.00	3.00	3.00	5	16
Work Plan	3.50	3.00	3.00	3.50	3.00	5	16
Cost & Price	4.00	4.00	4.00	4.00	4.00	5	20
Overall Score	72.50	65.00	70.00	70.00	70.00		70

**RFP 7-1118 Electronic Timekeeping System  
Review of Proposals**

*PRESENTED TO THE TRANSIT COMMITTEE MEETING JANUARY 10, 2008*

6 proposals were received, 3 firms were interviewed and 1 firm is recommended to provide the Authority's Electronic Timekeeping System.

<b>Overall Ranking</b>	<b>Prop. Score</b>	<b>Firm &amp; Location</b>	<b>Subcontractors</b>	<b>Evaluation Committee Comments</b>	<b>Firm-Fixed Price</b>
1	73	Kronos Incorporated 18400 Von Karman, #600 Irvine, CA 92612	None	Extensive experience in timekeeping business Recognized industry leader in providing timekeeping applications The Workforce Central Version 6.0 application appears to be an excellent product The Kronos team presented their staff and product very well at the interview The references were eager to praise the services and products provided by Kronos	\$ 457,287.00
3	71	Pacific Time Systems 500 South Kraemer Blvd., #275 Brea, CA 92821	None	Firm should have discussed previous experience and installations in greater detail The reference checks were lukewarm in regards to support of the system The NOVAtime 3000 application is a functional and impressive system The proposed project team presented well at the interview Overall good proposal, but did not expand enough on qualifications and workplan Lowest pricing	\$ 328,131.48
2	70	IntelliTime Systems Corporation 310 S. Susan St., #200 Santa Ana, CA 92704	None	The firm has a good municipal background but no transit experience Very good and well organized proposal The IntelliTime application proposed and presented at interview is functional The proposed team was not cohesive at the interview Good references Competitive pricing	\$ 398,950.00

**Evaluation Panel**

Contracts Administration and Materials Management  
Transit  
Human Resources  
Information Systems

**Proposal Criteria**

Qualifications of the Firm	25%
Staffing and Project Organization	25%
Work Plan	25%
Cost and Price	25%





# Study of Metrolink Service Benefits

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Presented to:

Board of Directors

Orange County Transportation Authority


Presented by:

Linda Bohlinger, HNTB Corporation

(HNTB/SGA Consulting Team to Metro)

January 14, 2008





# Purpose of Study

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- Respond to September 2006 LA Metro Board motion:
  - Review and revise the formula within 3 years based on expansion levels incurred by member agencies; and
  - Perform a cost/benefit analysis to determine the benefits of Metrolink investment.

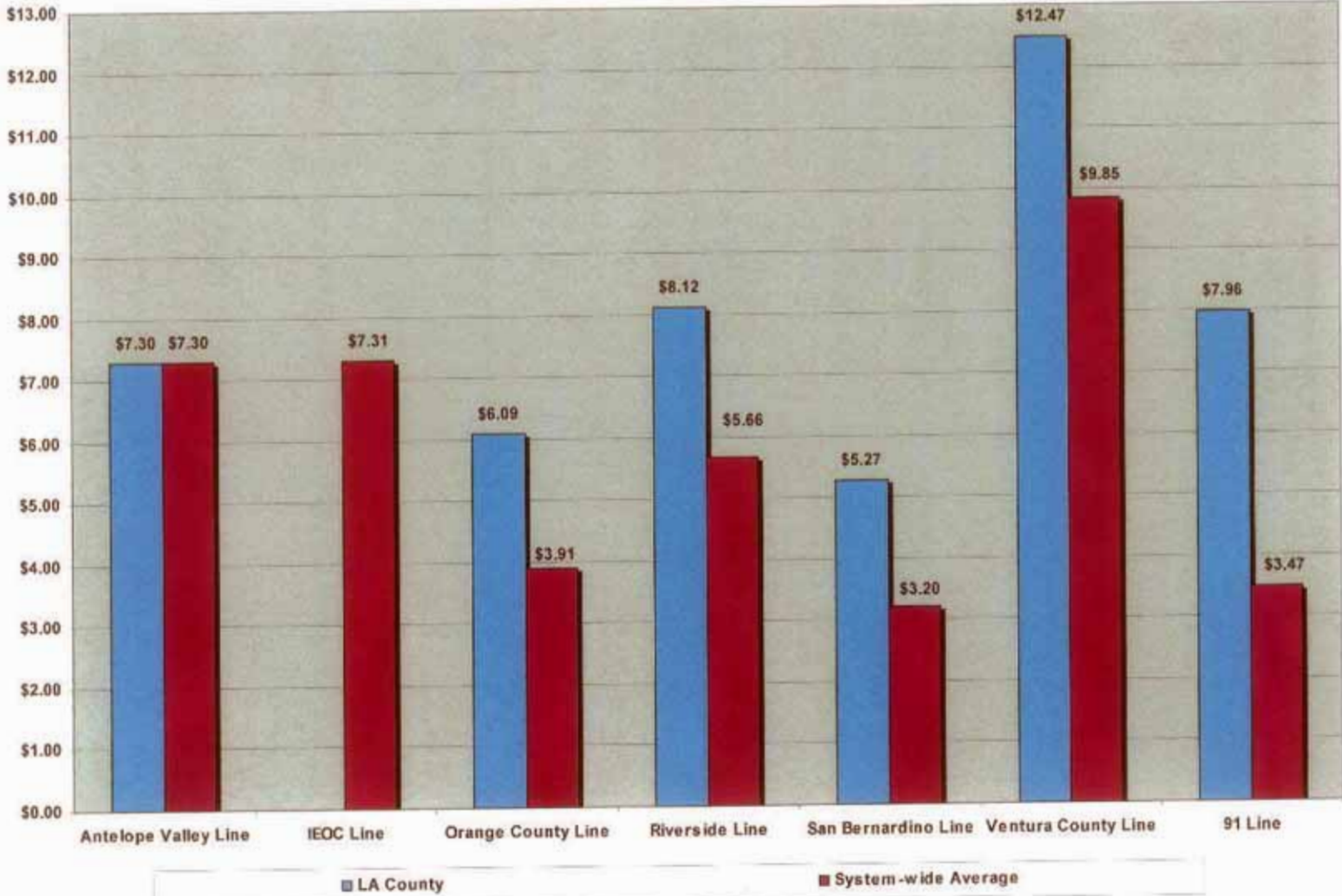


# Cost/Benefit of Metrolink Service

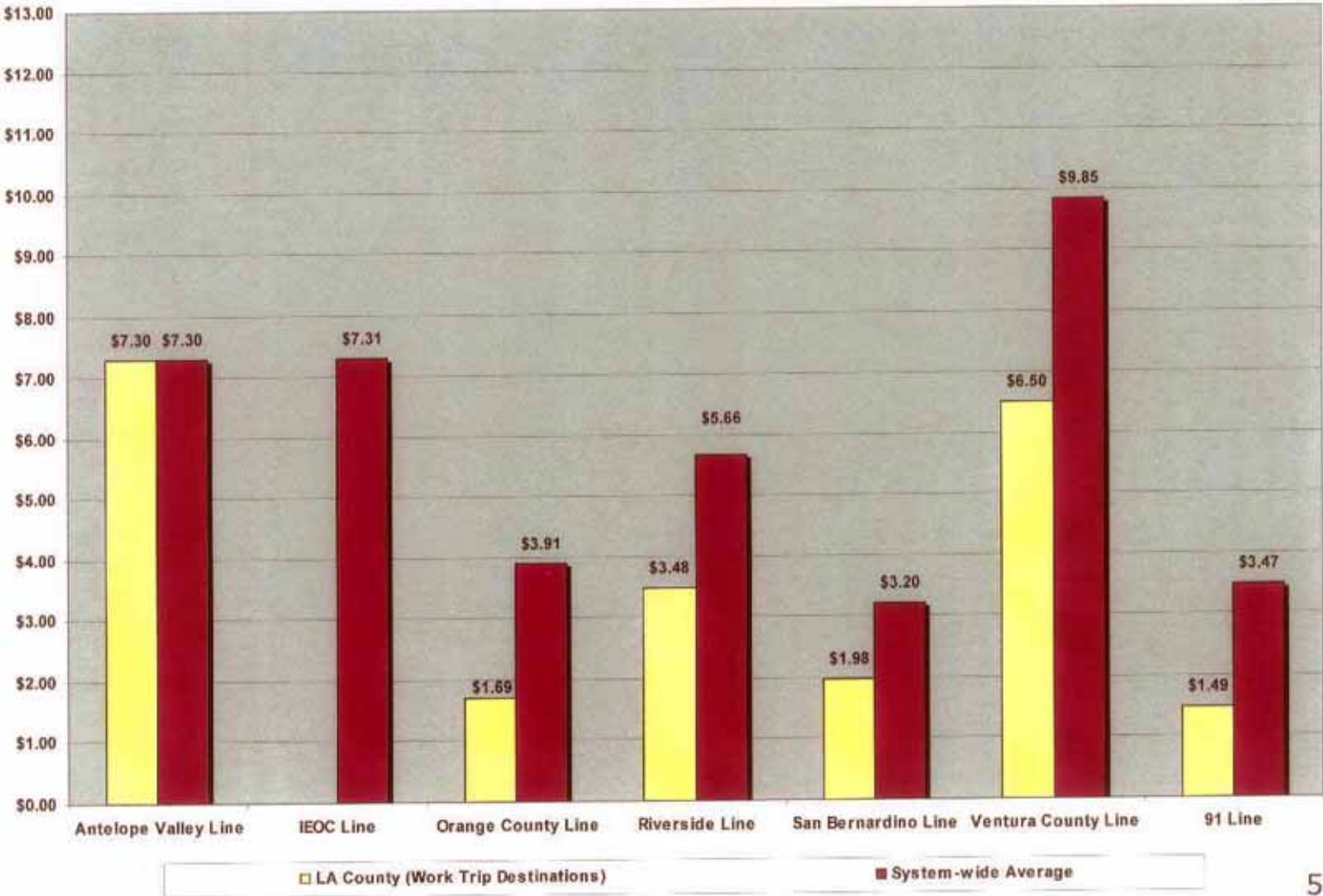
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1. Cost per Resident
2. Cost per Rider
3. Reduction of Freeway Congestion
4. Economic Returns and Jobs Creation

# LA County's Subsidy by Line by Resident Rider (FY 2007)



# LA County's Subsidy by Line by Work Trip Destination (FY 2007)





## Most Cost Effective Lines to LA County – Based on Subsidy per Trip

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- **Subsidy per LA County Resident Trip:**
  1. San Bernardino Line - \$5.27
  2. Orange County Line - \$6.09
  3. Antelope Valley Line - \$7.30
  
- **Subsidy per LA County Work Trip:**
  1. 91 Line - \$1.49
  2. Orange County Line - \$1.69
  3. San Bernardino Line - \$1.98



# Freeway Congestion Relief Benefits

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## Metrolink Line

- San Bernardino Line
- Burbank Line
- Riverside Line
- Orange County Line
- IEOC Line
- Antelope Valley Line

## Equivalent Freeway Lanes

1.3 lanes on I-10  
0.8 lane on I-5 No.  
0.7 lane on SR 60  
0.8 lane on I-5 So.  
0.8 lane on SR 91  
0.8 lane on SR 14 & I-5 No.



# Economic Benefits

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- Metro's \$71.2 million gross annual contribution to Metrolink generates:
  - Economic Returns: \$427 million
  - Jobs Creation: 3,384 jobs



## Overall Impact of Metrolink Investment

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- A balanced, systemwide investment in Metrolink brings value due to:
  - Cost Effectiveness of Key Lines;
  - Systemwide Economic and Congestion Relief Benefits; and
  - Benefits to both Residents and Riders with a LA County Work Trip Destination.







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Arthur T. Leahy  
Chief Executive Officer



December 18, 2007

Ms. Cindy Quon  
District Director  
California Department of Transportation, District 12  
3337 Michelson Drive, Suite CN-380  
Irvine, CA 92612

Dear Ms. Quon:

Thank you for your recent Board of Directors (Board) presentation on the State Highway Operation and Protection Program (SHOPP). The Orange County Transportation Authority (OCTA) appreciates your responsiveness to Board questions on SHOPP funding issues and opportunities.

As follow-up to your presentation, the Board requested more information on the methods and measures used to develop recommendations for the SHOPP safety improvement category. Board Members also expressed an interest in specific freeway locations targeted for safety improvements. I would like you or your staff to provide an update on this request at the Board meeting of January 14, 2008.

OCTA also recommends that the California Department of Transportation (Caltrans) include two projects in the 2008 SHOPP. As a first OCTA priority, OCTA requests Caltrans include the Santa Ana Freeway (Interstate 5)/Oso Parkway off-ramp and auxiliary lane improvement in the 2008 SHOPP. As you know, congestion occurs on Interstate 5 (I-5) southbound in the afternoon approaching the Oso Parkway off-ramp, causing traffic backup from the off-ramp onto the I-5 mainline. This project will improve safety and operations in this area.

Second, OCTA and Caltrans have worked collaboratively to identify ways to improve the operation of the high-occupancy vehicle (HOV) system in Orange County including continuous versus controlled HOV access. These efforts underscored the need to make the HOV system more flexible and safe. A recent University of California Berkeley HOV study concluded that continuous HOV access reduces the intense traffic weaving at controlled HOV access points and makes for smoother traffic flow. Given our recent efforts, OCTA requests Caltrans include the addition of continuous access HOV lanes on portions of the San Diego, Riverside, Orange, and Costa Mesa Freeways. This is a priority for the OCTA Board,

Director Cindy Quon  
December 18, 2007  
Page 2

and Caltrans has prepared several project study reports for this effort. OCTA encourages Caltrans to include these projects in the 2008 SHOPP submittal.

Thank you for your follow-up and I look forward to your response. If you have any questions, please call me at (714) 560-5584 or Kia Mortazavi, Executive Director, Development, at (714) 560-5741.

Sincerely,



Arthur T. Leahy  
Chief Executive Officer

ATL:kb