



## **BOARD AGENDA**

Orange County Transportation Authority Board Meeting  
Orange County Transportation Authority Headquarters  
First Floor - Room 154  
600 South Main Street, Orange, California  
*Monday, January 26, 2009, at 9:00 a.m.*

ACTIONS

### **REVISED**

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

#### **Agenda Descriptions**

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

#### **Public Comments on Agenda Items**

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

#### **Public Availability of Agenda Materials**

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



## **BOARD AGENDA**

ACTIONS

### **Call to Order**

#### **Invocation**

Chairman Buffa

#### **Pledge of Allegiance**

Director Pringle

### **Special Matters**

1. **Presentation of Resolutions of Appreciation for Employees of the Month for January 2009**

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2009-002, 2009-003, 2009-004 to Robert Cieszki, Coach Operator; Duc Tran, Maintenance; and Randy Jumper, Administration, as Employees of the Month for January 2009.

2. **Special Recognition for Thirty Years of Safe Driving**

Presentation of award to Coach Operator James Moore for achieving thirty years of safe driving.

### **Consent Calendar (Items 3 through 32)**

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 January 12, 2009.

4. **Approval of Board Member Travel**

Approval is requested for Chairman Buffa to travel to Washington, D.C. January 27-28, 2009, to testify before the House Transportation and Infrastructure Committee on goods movement impacts.



## **BOARD AGENDA**

ACTIONS

**5. Approval of 2009 Committee Assignments**  
Chairman Buffa

***Overview***

A roster of Board of Directors' Committee assignments for 2009 is presented for Board consideration.

***Recommendation***

Approve the proposed 2009 roster of Board of Directors' Committee assignments as presented.

**6. State Legislative Status Report**  
Manny Leon/P. Sue Zuhlke

***Overview***

The Governor's 2009-2010 budget proposes significant cost reduction measures and revenue increases to resolve the estimated \$41.6 billion structural deficit. In late December, the Governor called the Legislature into a third special session for the fiscal year, and proposed several budget reform measures.

***Recommendation***

Continue to oppose any shift of transportation funding away from designated purposes to fulfill General Fund obligations disproportionate to cuts to other state funded programs.

**7. Fiscal Year 2010 Transportation Appropriations Project List**  
Richard J. Bacigalupo

***Overview***

The Orange County Transportation Authority recommends requests totaling \$48 million for nine projects to be submitted to the Orange County Congressional Delegation for consideration in the Fiscal Year 2010 Transportation Appropriations Bill.



## BOARD AGENDA

ACTIONS

### 7. (Continued)

#### *Recommendations*

- A. Review and approve the recommended list of transportation projects to be submitted for the fiscal year 2010 federal appropriations process.
- B. Establish the Riverside Freeway (State Route 91) congestion relief projects and Positive Train Control as the top two fiscal year 2010 appropriation priorities for the Orange County Transportation Authority with Senator Feinstein's (D-CA) office.
- C. Continue to advocate for all Board of Directors approved appropriations projects with all members of the Orange County Congressional Delegation.

### 8. **Contract for Consulting Services from Scott Baugh**

Richard J. Bacigalupo

#### *Overview*

Scott Baugh has provided strategic advice and consulting services to the Orange County Transportation Authority since 2003. His contract with the agency expired on December 31, 2008. The compensation rate under that contract was \$5,000 per month.

#### *Recommendation*

Authorize the Chief Executive Officer to execute an agreement between the Orange County Transportation Authority and Scott Baugh and Associates, in an amount of \$60,000 for the period of February 1, 2009 to January 31, 2010, to provide governmental collaboration strategies at the local, state, and federal levels which will assist the Orange County Transportation Authority to achieve its legislative goals.



## BOARD AGENDA

ACTIONS

9. **Orange County Transportation Authority 2009 Federal Legislative Platform**  
Richard J. Bacigalupo

### *Overview*

The Draft 2009 Federal Legislative Platform has been revised based upon public input and is submitted for consideration and adoption.

### *Recommendations*

- A. Adopt the Orange County Transportation Authority 2009 Federal Legislative platform, with changes shown from the public comment process.
- B. Direct staff to distribute the adopted platform to legislators, advisory committees, local governments, affected agencies, the business community, and other interested parties.

10. **Consultant Selection for Planning and Preparation of Plans, Specifications, and Estimates for Expanding Parking Capacity at Tustin Metrolink Station**  
George B. Saba/Kia Mortazavi

### *Overview*

Proposals for consulting services to plan and prepare final design documents for the expansion of parking capacity at the Tustin Metrolink Station were solicited in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services. Approval is requested for the selection of a firm to perform the required work.

### *Recommendations*

- A. Select Watry Design, Inc., as the top-ranked firm for planning and preparation of plans, specifications, and estimates for expanding parking at the Tustin Metrolink Station.
- B. Authorize the Chief Executive Officer to request a cost proposal from Watry Design, Inc., and negotiate and execute Agreement No. C-8-1053 for professional services.



## BOARD AGENDA

### ACTIONS

11. **Amendment to Agreement for Additional Design Services for the El Camino Real Soundwall**

George B. Saba/Kia Mortazavi

**Overview**

On September 24, 2007, the Orange County Transportation Authority Board of Directors approved Agreement No. C-7-0995 with RMC, Inc., for engineering design services for the El Camino Real soundwall. Additional design support services are required for the preparation and securing of a recently identified California Coastal Commission permit needed to construct the project.

**Recommendation**

Approve Amendment No. 2 to Agreement No. C-7-0995 between the Orange County Transportation Authority and RMC, Inc., in an amount not to exceed \$15,000, for additional design services for the preparation and processing of a California Coastal Commission permit needed for the project, bringing the total contract value to \$897,017.

12. **Amendment to the Master Plan of Arterial Highways**

Joseph Alcock/Kia Mortazavi

**Overview**

The Orange County Transportation Authority administers the Master Plan of Arterial Highways, including the review and approval of amendments requested by local agencies. The City of Irvine has requested an amendment to the Master Plan of Arterial Highways to add a new roadway known as Marine Way, between Alton Parkway and Bake Parkway, and to change the proposed alignment of Rockfield Boulevard.

**Recommendation**

Approve amendment to the Master Plan of Arterial Highways to add a new roadway known as Marine Way, between Alton Parkway and Bake Parkway, and to change the proposed alignment of Rockfield Boulevard.



## BOARD AGENDA

ACTIONS

**13. Approval to Release Request for Proposals for Preparation of Project Study Report/Project Development Support for the Santa Ana Freeway (Interstate 5) Widening Project from the Costa Mesa Freeway (State Route 55) to the El Toro "Y" Area**

Dan Phu/Kia Mortazavi

***Overview***

The Orange County Transportation Authority has developed a draft request for proposals to retain a consultant team to prepare the project study report/project development support for widening the Santa Ana Freeway (Interstate 5) from the Costa Mesa Freeway (State Route 55) to the El Toro "Y" area. The draft procurement documents are presented for review and approval.

***Recommendations***

- A. Approve the proposed evaluation criteria and weightings for consultant selection for the Request for Proposals No. 8-1374.
- B. Approve the release of Request for Proposals No. 8-1374 for consultant services to prepare the project study report/project development support.

**14. Selection of a Consultant for Preparation of a Feasibility Study for Improvements to the Costa Mesa Freeway (State Route 55)**

Alison Army/Kia Mortazavi

***Overview***

Consultant services are required to assist the Orange County Transportation Authority in the preparation of conceptual engineering for a segment of the Costa Mesa Freeway (State Route 55), between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91). Proposals were solicited and received for the preparation of a feasibility study in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services.



## BOARD AGENDA

ACTIONS

### 14. (Continued)

#### *Recommendations*

- A. Select Jacobs, Inc., as the top ranked firm to prepare a feasibility study for improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91).
- B. Authorize the Chief Executive Officer to request cost proposal from Jacobs, Inc.
- C. Authorize the Chief Executive Officer to execute the final agreement.

### 15. **Selection of Consultants for On-Call Freeway Retrofit Soundwall Program Support**

Alison Army/Kia Mortazavi

#### *Overview*

Consultant services are required to assist the Orange County Transportation Authority to address the need for retrofit soundwalls along the Orange County freeway system. Proposals were solicited and received for on-call Freeway Retrofit Soundwall Program services in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services.

#### *Recommendations*

- A. Select the following firms as the top ranked firms to provide on-call services for the Freeway Retrofit Soundwall Program; LSA Associates, Inc., (Agreement No. C-8-1195), Parsons Transportation Group, Inc., (Agreement No. C-8-1367), Parsons Brinckerhoff (Agreement No. C-8-1368), URS (Agreement No. C-8-1369), and Willdan Group, Inc., (Agreement No. C-8-1370), in an aggregate amount not to exceed \$510,000.
- B. Authorize the Chief Executive Officer to request cost proposals from LSA Associates, Inc., Parsons Transportation Group, Inc., Parsons Brinckerhoff, URS, and Willdan Group, Inc.
- C. Authorize the Chief Executive Officer to execute the final agreements.





## BOARD AGENDA

ACTIONS

16. **Amendment to Design Services Agreement for the Orange Freeway (State Route 57) Northbound Widening Between Yorba Linda Boulevard and Lambert Road Project**  
Arshad Rashedi/Kia Mortazavi

### *Overview*

On October 5, 2007, the Orange County Transportation Authority Board of Directors approved Agreement No. C-7-1247 with CH2M HILL for preparation of the final design plans, specifications, and estimates for the northbound widening project on the Orange Freeway (State Route 57) between Yorba Linda Boulevard and Lambert Road. Additional design services are needed to reduce construction costs.

### *Recommendation*

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-1247 between the Orange County Transportation Authority and CH2M HILL, in an amount not to exceed \$430,346, for additional design services to widen the northbound Orange Freeway (State Route 57) between Yorba Linda Boulevard and Lambert Road, bringing the total contract value to \$5,759,057.

17. **2009 Technical Steering Committee Membership**  
Monica Giron/Kia Mortazavi

### *Overview*

The Orange County Transportation Authority Technical Advisory Committee provides feedback and direction on many streets and roads related items, including the allocation of the Combined Transportation Funding Program funds, and relies on a Technical Steering Committee to provide guidance on major technical issues. The Technical Steering Committee members serve two-year terms, four seats are up for reappointment, and a 2009 roster is presented for review and approval.

### *Recommendation*

Approve the proposed 2009 Technical Steering Committee membership roster.



## BOARD AGENDA

ACTIONS

**18. Proposition 116 Intercity/Commuter Rail Program of Projects Application**  
Adriann Cardoso/Kia Mortazavi

***Overview***

In 1990, the City of Irvine received an earmark of \$125 million in state Proposition 116 funding for construction of a guideway demonstration project. The City of Irvine is revisiting the guideway project concept and is supportive of an alternate transportation investment program that benefits the commuter and intercity rail corridor in Orange County. With Board of Directors approval, the Orange County Transportation Authority will submit an application for the remaining \$121.3 million of Proposition 116 funds to the California Transportation Commission for commuter and intercity rail corridor improvements in Orange County.

***Recommendations***

- A. Authorize the Chief Executive Officer to submit an application for the remaining Proposition 116 funding (\$121.3 million) for commuter and intercity rail corridor improvements identified in this report.
- B. Authorize staff to submit an amendment to the 2008 State Transportation Improvement Program, contingent on approvals of the Proposition 116 application and allocations by the California Transportation Commission and bond sales by the Pooled Money Investment Board.
- C. Authorize staff to prepare and submit any necessary programming documents including amendments to the Regional Transportation Improvement Program and execute any necessary agreements to facilitate the actions above.



## **BOARD AGENDA**

*ACTIONS*

**19. Fourth Quarter 2009 Debt and Investment Report**  
Kirk Avila/James S. Kenan

*Overview*

The California Government Code authorizes the Orange County Transportation Authority Treasurer to submit a quarterly investment report detailing the investment activity for the period. This investment report covers the fourth quarter of 2008, October through December, and includes a discussion on the Orange County Transportation Authority's debt portfolio.

*Recommendation*

Receive and file the Quarterly Investment Report prepared by the Treasurer as an information item.

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

**20. Approval to Release Request for Proposals for Freeway Service Patrol  
Services and the Use of Service Trucks**  
Iain C. Fairweather/Paul C. Taylor

*Overview*

Staff is requesting the Board of Directors' approval to release a request for proposals for the Freeway Service Patrol program. The total cost of a four-year contract is anticipated to be approximately \$7.9 million.

*Recommendations*

- A. Approve the release of Request for Proposals No. 8-1336 for Freeway Service Patrol Services.
- B. Approve the proposed evaluation criteria weights and the use of service trucks to augment the dedicated tow trucks.



## **BOARD AGENDA**

ACTIONS

**21. Fiscal Year 2008-09 Freeway Service Patrol Program Fund Transfer Agreement**

Iain C. Fairweather/Paul C. Taylor

***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 2008-09 funding agreement will provide a total of \$3,721,510 for the Freeway Service Patrol program through June 30, 2009.

***Recommendation***

Authorize the Chief Executive Officer to execute Agreement No. C-8-1338 between the Orange County Transportation Authority and California Department of Transportation for fiscal year 2008-09 Freeway Service Patrol funding.

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

**22. Amendment to Agreement for Additional Construction Management Services for the Americans with Disabilities Act Bus Stop Accessibility Program**

George B. Saba/Kia Mortazavi

***Overview***

The Orange County Transportation Authority continues to work collaboratively with Orange County local agencies to address the Americans with Disabilities Act deficiencies at bus stops. This report proposes to amend the construction management services agreement to complete the bus stop accessibility program.

***Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 7 to Agreement No. C-3-0798 between the Orange County Transportation Authority and Bureau Veritas North America, Inc., in an amount not to exceed \$55,000, for construction management services for the bus stop accessibility program, bringing the total contract value to \$1,095,908.



## BOARD AGENDA

ACTIONS

23. **Consultant Selection for Project Management Consultant Services for Development of Go Local Fixed-Guideway Transit Systems**  
Jennifer Bergener/Kia Mortazavi

### *Overview*

The Orange County Transportation Authority is seeking project management consultant services for the development of the proposed Go Local fixed-guideway transit systems through the Go Local Step Two process. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services. A summary of the procurement and a recommendation for award are provided for review and approval.

### *Recommendations*

- A. Select Booz Allen Hamilton as the top ranked firm to provide project management consultant services for the development of the proposed Go Local fixed-guideway transit systems.
- B. Authorize the Chief Executive Officer to request a cost proposal from Booz Allen Hamilton.
- C. Authorize the Chief Executive Officer to execute Agreement No. C-8-1290 between the Orange County Transportation Authority and Booz Allen Hamilton, in an amount not to exceed \$2,000,000, for project management consultant services for the development of Go Local fixed-guideway transit systems.

24. **Cooperative Agreement with City of Tustin for the Expansion of Parking Capacity at Tustin Metrolink Station**  
Lora Cross/Kia Mortazavi

### *Overview*

A cooperative agreement is required with the City of Tustin for parking expansion at the Tustin Metrolink Station, which is needed to meet future parking demands related to expanded Metrolink service. Staff seeks authorization to enter into a cooperative agreement with the City of Tustin for design and construction of station parking expansion, which will be maintained and operated by the City of Tustin.



## BOARD AGENDA

ACTIONS

24. (Continued)

***Recommendation***

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1195 between the Orange County Transportation Authority and the City of Tustin to define each party's roles and responsibilities for the design and construction of the expansion of parking capacity at the Tustin Metrolink Station.

25. **Amendment to Agreement for Project Management Consultant Services for the Metrolink Service Expansion and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Programs**

Dinah Minter/Kia Mortazavi

***Overview***

On June 26, 2006, the Board of Directors approved an agreement with PB Americas, Inc., in the amount of \$5,000,000, to provide project management consultant services for the Metrolink Service Expansion Program. The agreement was later amended after approval of the Renewed Measure M Early Action Plan to include funding for project management of the Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program, in the amount of \$1,270,000. Significant efforts have been undertaken to advance the two programs to meet the program schedule. The proposed amendment requests additional contract authority to support the need for expanded project management consultant services for these programs through June 30, 2011, as well as provide support for proposed commuter rail economic stimulus projects.

***Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 6 to Agreement No. C-6-0165 between the Orange County Transportation Authority and PB Americas, Inc., in an amount not to exceed \$6,850,000, for continued project management consultant services to support the Metrolink Service Expansion Program, Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program, and commuter rail economic stimulus projects through June 30, 2011, for a total contract value of \$13,120,000.



## **BOARD AGENDA**

ACTIONS

- 26. Consultant Selection for the 2009 Congestion Management Program Traffic Data Collection**  
Brian Smolke/Kia Mortazavi

### ***Overview***

As part of the Orange County Transportation Authority's Fiscal Year 2008-09 Budget, the Board of Directors approved the collection of traffic counts to support the traffic monitoring requirements of Measure M and state-mandated programs. Offers were received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

### ***Recommendation***

Authorize the Chief Executive Officer to execute Agreement No. C-8-1244 between the Orange County Transportation Authority and Fehr and Peers Associates, in an amount not to exceed \$350,000, for the collection of traffic data for the Measure M Growth Management Program and the Orange County Congestion Management Program.

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

- 27. Cooperative Agreement with Sultan Adult Day Healthcare**  
Dana Wiemiller/Beth McCormick

### ***Overview***

The Orange County Transportation Authority proposes to enter into a cooperative agreement with Sultan Adult Day Healthcare. A cooperative agreement is required to establish roles, responsibilities, and process for a cost sharing arrangement to provide alternative transportation services for ACCESS riders attending the Sultan Adult Day Healthcare program.

### ***Recommendation***

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-1377 between the Orange County Transportation Authority and Sultan Adult Day Healthcare, in an amount not to exceed \$1,779,399, to share in the cost of providing transportation services through June 30, 2011.



## BOARD AGENDA

ACTIONS

**28. ACCESS Performance Measurements Update**

Curt Burlingame/Beth McCormick

***Overview***

Beginning in January 2009, staff will provide quarterly updates regarding ACCESS service provided by Veolia Transportation Services, Inc., including a report on contractual performance measurements. This report provides ACCESS performance measurement data for the period of July 2008 through November 2008.

***Recommendation***

Receive and file as an information item.

**29. Amendment to Agreement for Orange County ARC and Lost-and-Found Services**

Curt Burlingame/Beth McCormick

***Overview***

The Orange County Transportation Authority contracts with a non-profit organization, Orange County ARC, to provide lost-and-found services for items found on Orange County Transportation Authority's fixed route and ACCESS buses. An amendment to this agreement is desired to exercise the fourth option year.

***Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 5, exercising the fourth option year, to Agreement No. C-4-0857 between the Orange County Transportation Authority and Orange County ARC, in an amount not to exceed \$70,164, bringing the total contract amount to \$332,496, for lost-and-found services through January 31, 2010.





## BOARD AGENDA

ACTIONS

30. **Amendment to Agreements for On-Call Architectural and Engineering Design and Construction Support Services for Capital Improvement Projects**

James J. Kramer/Kia Mortazavi

**Overview**

On March 13, 2006, the Board of Directors approved agreements with Jacobs Carter Burgess, Miralles Associates, Inc., and STV, Inc., for architectural and engineering services to provide on-call design and construction support services for facility modification projects, in an amount not to exceed \$1,900,000, shared. In preparation for the anticipated economic stimulus program, amendments to these agreements are presented for Board of Directors' consideration.

**Recommendations**

- A. Amend the Orange County Transportation Authority's Fiscal Year 2008-09 Budget by \$1,000,000 for design and construction support services for capital improvement projects.
- B. Authorize the Chief Executive Officer to execute Amendment No. 5 to Agreement No. C-5-2965 between the Orange County Transportation Authority and Jacobs Carter Burgess, in a shared cumulative not-to-exceed amount of \$2,900,000, for on-call architectural and engineering design and construction support services for capital improvement projects.
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Agreement No. C-6-0085 between the Orange County Transportation Authority and Miralles Associates, Inc., in a shared cumulative not-to-exceed amount of \$2,900,000, for on-call architectural and engineering design and construction support services for capital improvement projects.
- D. Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-6-0086 between the Orange County Transportation Authority and STV, Inc., in a shared cumulative not-to-exceed amount of \$2,900,000, for on-call architectural and engineering design and construction support services for capital improvement projects.



## **BOARD AGENDA**

*ACTIONS*

- 31. American Public Transportation Association Bus Safety Management Program Audit**  
Angela Ma/Patrick Gough

***Overview***

The American Public Transportation Association routinely conducts audits both nationally and internationally of participating transit agencies to measure the effectiveness of their rail or bus safety and security programs. The Orange County Transportation Authority is audited once every three years, on a voluntary basis, in order to identify improvements to the bus system safety program. This staff report will provide a summary of the audit findings, the recommendations for improvement, and the corrective actions currently being implemented by Orange County Transportation Authority.

***Recommendation***

Receive and file as an information item.

- 32. Customer Information Center Update**  
Marlon Perry/Ellen S. Burton

***Overview***

The Orange County Transportation Authority Customer Information Center assists customers with trip planning by providing travel itineraries and general information to bus riders seven days a week, 365 days a year. This report provides an update on the Customer Information Center including the increases in call volume and the effect on the Alta Resources contract.

***Recommendations***

- A. Approve change in weekday hours of operation making the Customer Information Center pilot program hours permanent.
- B. Direct staff to return to the Board of Directors in six months with an update on Customer Information Center, the status of the Alta Resources contract, and the status of technology enhancements that improve bus information to riders and reduce operating costs.



## BOARD AGENDA

ACTIONS

### Regular Calendar

#### Orange County Transportation Authority Regular Calendar Matters

33. **Agreement Between the Orange County Transportation Authority and City of Irvine for Transfer of State Proposition 116 Funds**  
Abbe McClenahan/Kia Mortazavi

##### *Overview*

The Orange County Transportation Authority and the City of Irvine desire to transfer lead agency and funding recipient designation from the City of Irvine to the Orange County Transportation Authority for use of state Proposition 116 funds. An agreement is presented for review and approval to implement the transfer.

##### *Committee Recommendation*

Direct General Counsel to address changes to Cooperative Agreement No. C-8-1400 with the City of Irvine as suggested by the Committee.

34. **Economic Recovery Actions and Guiding Principles for Implementation**  
Kia Mortazavi/P. Sue Zuhlke

##### *Overview*

As the federal government considers adopting a plan to stimulate the economy through infrastructure investments, a set of principles are proposed to guide discussions and implementation.

##### *Recommendation*

Adopt the Guiding Principles for Project Eligibility and Distribution of Transportation Funding within an Economic Recovery Package.



## BOARD AGENDA

ACTIONS

### Orange County Local Transportation Authority Regular Calendar Matters

**35. Renewed Measure M Project T Funding Guidelines**  
Kurt Brotcke/Kia Mortazavi

***Overview***

On November 24, 2008, the Board of Directors reviewed an initial approach to developing competitive funding guidelines for Renewed Measure M's Project T (Convert Metrolink Stations to Regional Gateways). This competitive transit program will provide funding to convert key Metrolink stations to regional gateways that connect to planned high-speed rail systems. The draft funding guidelines are presented for approval, and these guidelines are the basis of a recommended call for projects.

***Recommendations***

- A. Approve the Project T (Convert Metrolink Stations to Regional Gateways) funding program guidelines.
- B. Direct staff to issue a call for projects and return to the Transportation 2020 Committee with programming recommendations in March 2009.

**36. Consideration of the San Diego Freeway (Interstate 405) Improvement Project for Future High-Occupancy Toll Lane and Design-Build Authority**  
Rose Casey/Kia Mortazavi

***Overview***

Special session proposals related to State of California budget negotiations have included additional public-private partnership and design-build authority. The most recent proposal, Assembly Bill x1 5 (Evans, D-Santa Rosa), was vetoed by the Governor on January 6, 2009; however, similar proposals are expected to re-emerge as budget negotiations continue. Staff recommends that the Orange County Transportation Authority consider the option of adding high-occupancy toll lanes into the San Diego Freeway (Interstate 405) Improvement Project as a candidate for future public-private partnership and design-build project delivery.



## **BOARD AGENDA**

ACTIONS

### **36. (Continued)**

#### ***Recommendation***

Approve the consideration of the San Diego Freeway (Interstate 405) Improvement Project for the implementation of high-occupancy toll lanes utilizing the design-build and public-private partnership method of procurement and authorize staff to move forward with further evaluation of high-occupancy toll lanes and next steps in the project development process and any future project nomination process.

### **Discussion Items**

#### **37. Report on Public Hearing for Proposed New Bus Rapid Transit Service on Harbor Boulevard**

Gordon Robinson/Beth McCormick

#### **38. Fourth Quarter Review of Chief Executive Officer's Goals for 2008**

Arthur T. Leahy

#### **39. 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.

#### **40. Chief Executive Officer's Report**

#### **41. Directors' Reports**



## BOARD AGENDA

### 42. Closed Session

Pursuant to Government Code Section 54956.9(a) to discuss Pamela Avery, et. al. vs. Orange County Transportation Authority, et al., OCSC Case No. 07CC0004.

### 43. Adjournment

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

ACTIONS





ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

**ROBERT CIESZKO**

*WHEREAS, the Orange County Transportation Authority recognizes and commends Robert Cieszko; and*

*WHEREAS, let it be known that Robert Cieszko has been a principal player at the OCTA and has performed his responsibilities as a Coach Operator in a professional, safe, courteous, and reliable manner; and*

*WHEREAS, Robert Cieszko has demonstrated that safety is paramount by achieving 10 years of safe driving; and*

*WHEREAS, Robert Cieszko has demonstrated his integrity by maintaining an excellent attendance record, and his dedication exemplifies the high standards set forth for Orange County Transportation Authority employees; and*

*WHEREAS, Robert Cieszko has proven that "Putting Customers First" is the only way to conduct yourself as a professional coach operator at OCTA and Robert's attention to detail and concern for his customers have helped OCTA ridership grow.*

**NOW, THEREFORE, BE IT RESOLVED** that the Authority does hereby declare Robert Cieszko as the Orange County Transportation Authority Coach Operator Employee of the Month for January 2009; and

**BE IT FURTHER RESOLVED** that the Orange County Transportation Authority Board of Directors recognizes Robert Cieszko's valued service to the Authority.

**Dated:** January 26, 2009

\_\_\_\_\_  
Peter Buffa, Chairman  
Orange County Transportation Authority

\_\_\_\_\_  
Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2009-002







ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

**DUC TRAN**

*WHEREAS, the Orange County Transportation Authority recognizes and commends Duc Tran; and*

*WHEREAS, be it known that Duc Tran is a valued member of the Maintenance Department. Duc is willing to put forth his best effort in any assignment. He takes great pride in his work and does a thorough job performing brake pit inspections.*

*WHEREAS, be it known that Duc Tran is a principal player in our maintenance Department with his innovative contributions, service and commitment;*

*WHEREAS, his dedication to his duties and desire to excel are duly noted, and he is recognized as an outstanding Authority employee.*

*NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Duc Tran as the Orange County Transportation Authority Maintenance Employee of the Month for January 2009; and*

*BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Duc Tran's valued service to the Authority.*

**Dated: January 26, 2009**

\_\_\_\_\_  
Peter Buffa, Chairman  
Orange County Transportation Authority

\_\_\_\_\_  
Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority





ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

**RANDY JUMPER**

*WHEREAS, the Orange County Transportation Authority recognizes and commends Randy Jumper; and*

*WHEREAS, be it known that Randy Jumper is a valued member of the Maintenance Department. Randy is the Senior Fleet Analyst in the Maintenance Resource section. Randy has held several positions, including Base Manager, in his 32 years of dedicated service to Maintenance and Operations.*

*WHEREAS, be it known that Randy Jumper is responsible for the successful replacement of the maintenance timekeeping system. Randy is the Project Manager for the Kronos time and attendance tracking system. Randy's diligence and dedication to this project were an enormous element in the success in purchasing the Kronos system. Randy continues to work with all internal and external customers to ensure a smooth transition to the new system.*

*WHEREAS, Randy's commitment to teamwork, standards of excellence, and organizational pride make him a strong asset to the Maintenance Department*

*NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Randy Jumper as the Orange County Transportation Authority Administration Employee of the Month for January 2009; and*

*BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Rand Jumper's valued service to the Authority.*

**Dated: January 26, 2009**

\_\_\_\_\_  
Peter Buffa, Chairman  
Orange County Transportation Authority

\_\_\_\_\_  
Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2009-004





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  
January 12, 2009

## Call to Order

The January 12, 2009, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Norby at 9:00 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## Roll Call

Directors Present: Chris Norby, Chairman  
Peter Buffa, Vice Chairman  
Jerry Amante  
Patricia Bates  
Arthur C. Brown  
Bill Campbell  
Carolyn Cavecche  
Richard Dixon  
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: None

## **Invocation**

Director Pringle gave the invocation.

## **Pledge of Allegiance**

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

## **Public Comments on Agenda Items**

Chairman Norby 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. Administration of Oaths of Office to New and Returning OCTA Board Members**

General Counsel, Kennard R. Smart, Jr., administered oaths of office to Directors Amante, Brown, Campbell, Dalton, Dixon, Mansoor, Nguyen, Pulido, and Winterbottom.

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

Chairman Norby provided a final status report, detailing accomplishments during his tenure as Chairman.

### **3. Election of Orange County Transportation Authority Board Chair**

A motion was made by Chairman Norby and seconded by Director Nguyen to elect Vice Chairman Peter Buffa to the office of 2009 Board Chairman. The motion passed unanimously.

### **4. Election of Orange County Transportation Authority Board Vice Chair**

A motion was made by Chairman Norby and seconded by Director Nguyen to elect Director Jerry Amante to the office of 2009 Board Vice Chairman. The motion passed unanimously.

### **5. Salute to Chairman Chris Norby**

A powerpoint presentation was offered by Chairman Buffa highlighting former Chairman Norby's year in office.

## **6. Presentation from State Legislative Advocate**

Moira Topp, OCTA's Sacramento Legislative Advocate, provided an update of the various issues in the Legislature regarding. Her report included status on:

- The State budget shortfall;
- Governor's proposals regarding State employees' furloughs;
- Transportation funds;
- Legislation and bill limits imposed on legislators;
- Fiscal Year 2009-2010 budget issues;
- Potential amendments to Senate Bill 375;
- Potential Los Angeles-San Diego-San Luis Obispo Rail Corridor legislation;
- Staff changes in the Governor's office, as well as other offices in Sacramento.

## **Consent Calendar (Items 7 through 12)**

Chairman Buffa 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**

#### **7. Approval of Minutes**

Director Moorlach pulled this item and addressed a correction needed to Item 36 in the minutes of December 8, 2008. He stated that he was the maker of the second to the motion on this item, rather than Director Winterbottom.

A motion was made by Director Moorlach, seconded by Director Cavecche, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of December 8, 2008, with the correction noted.

#### **8. Approval of Board Member Travel**

A motion was made by Director Green, seconded by Director Glaab, and declared passed by those present, to approve a request for Chairman Buffa to travel to Washington, D.C., from January 12 – 15, 2009, to meet with the Authority's federal legislative advocates regarding the Federal Legislative Platform and agenda for 2009.

#### **9. Payroll System Controls Final Audit Report**

A motion was made by Director Green, seconded by Director Glaab, and declared passed by those present, to direct staff to implement recommendations in the Payroll System Controls Final Audit Report, Internal Audit Report No. 08-001a.

**10. Orange County Employees Retirement System Early Payment for Fiscal Year 2010**

A motion was made by Director Green, seconded by Director Glaab, and declared passed by those present, to authorize the early payment of approximately \$16.2 million before January 16, 2009, to the Orange County Employees Retirement System for member contributions for fiscal year 2010.

**11. 91 Express Lanes Software Development**

A motion was made by Director Moorlach, seconded by Director Cavecche, and declared passed by those present, to authorize the Chief Executive Officer to negotiate a contract with Cofiroute USA, which includes the development and deployment of new back-office software for the 91 Express Lanes, and return to the Finance and Administration Committee with the final terms for review and approval.

Director Norby abstained from voting on this item, citing a conflict of interest.

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

**12. Go Local Step One Proposals from the Cities of Aliso Viejo and Fullerton**

Director Norby pulled this item and provided comments on the fixed guideway proposal by the City of Fullerton, clarifying that this is an active rail line with one train per day (maximum) extending from Whittier to La Habra; one extension then goes to downtown Brea, and the other goes through Sunny Hills and into Fullerton near the Metrolink/Amtrak depot. He asked that staff give this project deference and work with the cities involved as the project moves forward.

Chief Executive Officer (CEO), Arthur T. Leahy, stated that staff would propose to continue to work with the cities and added that there is work to be done in terms of cost, ridership projections, cost of developing stations, and other issues, and OCTA will work with the cities to work on those details.

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

- A. Approve the Go Local Program Step One mixed-flow bus/shuttle proposals recommended for advancement into Step Two service planning as presented.
- B. Encourage the City of Fullerton to work with OCTA in exploring options for a fixed-guideway project and continue to pursue the right-of-way option, should it become available.

## Regular Calendar

### Orange County Transportation Authority Regular Calendar Matters

#### 13. Economic Stimulus Actions and Guiding Principles for Implementation

Deputy Chief Executive Officer, Paul Taylor, presented these guiding principles to the Board and discussion followed.

Chairman Buffa stated there needs to be a strong emphasis on Orange County with Washington, D.C., and feels this is a two-step process: not only is money needed, but it needs to be delivered right away. He expressed his concern that Sacramento could divert Federal funds from OCTA if requests are not packaged correctly.

Director Pringle asked if it could be stated in the principles that it solely be for transportation. He stated that there will be a variety of ways dollars are distributed and wants emphasis that if dollars are coming to the state for transportation purposes, that is how is needs to be distributed.

Director Pringle further stated that as staff looks to hold the state accountable, there should be a way cities hold OCTA accountable and asked if there is anything in the guiding principles that accomplishes this.

Mr. Taylor said the guiding principle is that OCTA would fund the cities for projects that are ready to go if there has not been money already provided by OCTA.

Director Pringle stated that he would like to figure out how to get projects built, not just supplant government employees that may be reduced due to an economic downturn. He further stated that in the brochure provided today, it seems that half of the jobs are going to be derived from city and county public works and asked if they are going to work on new projects.

Mr. Taylor stated that in the interim between now and when the stimulus money might start flowing, and assured Members that staff will be coming to the Board to establish a mechanism for the designation of those funds.

CEO, Arthur T. Leahy, informed Members that the list of principles was put together through many meetings of several agencies, including OCTA, and reflects a wide disparity of interests. He stated that what separates OCTA from the other transportation commissions are: some have argued the money should go directly to cities with no transportation commission involvement. OCTA has argued that it should come through the Authority so the money around can be moved as a function of the merit of the project and timing. In that way. There will not be a city unable to deliver a project, and subsequently the money would be lost.



**13. (Continued)**

Discussion followed.

Director Pulido stated that he feels the advocacy team in Washington, D.C., needs to be augmented.

Director Campbell requested a listing (in terms of economic stimulus funds) for projects, jobs creation, and timelines involved.

Director Green asked that there be emphasis on design-build.

Public comments were heard by Roy Shahbazian, resident of Orange, who stated that he appreciates funding for transit and asked for consideration of funds for pedestrian walk-ways.

A motion was made by Chairman Buffa, seconded by Director Pulido, and declared passed by those present, to adopt the Guiding Principles for the Implementation of an Economic Stimulus Package, along with comments provided during this discussion.

Director Norby was not present for this vote.

## **Discussion Items**

**14. Measure M Readiness and Market Studies**

Andrew Oftelie, Manager of Finance and Administration, presented this item and summarized the findings by PB Consult, the Orange County Business Council, and LMS Consulting.

Director Campbell requested that the names of responsible staff for each item be provided.

**15. Irvine Guideway Demonstration Project Update**

Kia Mortazavi, Executive Director of Development, provided an update on the Irvine Guideway Demonstration Project and the proposal to exchange the related Proposition 116 funds. Mr. Mortazavi stated that this project uses dual technologies which serve the Irvine Spectrum as well as the Great Park; the City of Irvine is proposing to fund the project with renewed Measure M funds and provide local matching funds through Measure M. OCTA has provided funding for analysis and is helping the City with overseeing the reviews.

**15. (Continued)**

Mr. Mortazavi stated that the timeline for the Proposition 116 funds is challenging; completing the environmental and design documents prior to the required 2010 milestone will be extremely difficult, if not impossible. Coupled with that is the State's economic condition which presents a risk that these funds may be "hijacked" to rescue other state needs and perhaps may be totally held up.

Irvine Mayor Sukhee Kang addressed the Board and thanked Members of the Transportation 2020 Committee, and the Board as a whole, for their support on this project.

**16. Public Comments**

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

Jane Reifer, resident of Fullerton, expressed concerns and complaints regarding bus shelters: protection for riders during times of rain, bus benches, and security lighting.

Ms. Reifer provided photos and a hand-out to the Clerk of the Board for the official record of these comments.

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

CEO, Arthur T. Leahy, informed Members a meeting was held with the Ports of Los Angeles and Long Beach last week to discuss how various projects are funded in terms of those, which clean up the ports (air emissions), and how the impacts of traffic are mitigated through Southern California. Mr. Leahy indicated more discussions will be held over the next month or so to discuss an approach to these issues.

Mr. Leahy reported that he and Director Pringle met with the High-Speed Rail Authority and the Metropolitan Transportation Authority a few weeks ago, and feels OCTA will need to devote more attention to this, recognizing that the state bond, Measure R in Los Angeles, OCTA's investment in Metrolink service, and potential goods movement money involvement.

**18. Directors' Reports**

Director Campbell complimented former Chairman Norby on achievements during his year as OCTA Board Chairman.

Director Glaab reported that the Metrolink expansion service is upcoming in approximately a year, and much of the planned service is on-schedule. He also stated that he attended another Metrolink Board meeting (as one of OCTA's representatives) and Chairman Millhouse and Vice Chair Katz were elected.

Director Brown reported he traveled to Oakland on December 12, 2008, to attend a Rail Corridors Agencies meeting on behalf of OCTA.

Director Nguyen offered her appreciation to former Chairman Norby for his work during his tenure as Chair.

Director Moorlach welcomed new Board Member, William J. Dalton, who also serves as Mayor of Garden Grove.

**19. Closed Session**

A Closed Session was held pursuant to Government Code Section 54956.9(a) to discuss Pamela Avery, et. al. vs. Orange County Transportation Authority, et al., OCSC Case No. 07CC0004.

Directors Bates, Glaab, Nguyen, and Pulido were absent.

**20. Adjournment**

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

ATTEST

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Wendy Knowles  
Clerk of the Board

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Peter Buffa  
OCTA Chairman





# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

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

### CONFERENCE/SEMINAR INFORMATION

Name: Chairman Peter Buffa Job Title: Board Member

Department: Board of Directors Destination: Washington, D.C.

Program Name: The Committee on Transportation and Infrastructure - Testimony

Description/Justification: Chairman Buffa has been requested to testify before the Subcommittee on Railroads, Pipelines and Hazardous Materials regarding "Freight and Passenger Rail: Present and Future Roles, Performance, Benefits and Needs."

### COMMENTS

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

Conference/Seminar Date:	Departure Date: 1/27/09	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Carry
Payment Due Date:	Return Date: 1/28/09	Course Hours:

ESTIMATED EXPENDITURES	
Transportation	\$299.20
Meals	\$128.00
Lodging	\$209.00
Registration	\$0.00
Other	\$100.00
<b>Total</b>	<b>\$ 736.20</b>

APPROVALS	
Please Initial:	
<u>PL</u>	<u>1/19/09</u>
Finance*	Date
* Funds are available for this travel request.	
Please Sign:	
_____	_____
Clerk of the Board	Date

### ACCOUNTING CODES

Org. Key: 1120	Object: 7655	Job Key: A0001	JL: EV9
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Ref #: January 2009	Board Date: January 26, 2009	T/A #: FY 08/09- 193
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**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Chairman Peter Buffa  
**Subject:** Approval of 2009 Committee Assignments

**Overview**

A roster of Board of Directors' Committee assignments for 2009 is presented for Board consideration.

**Recommendation**

Approve the proposed 2009 roster of Board of Directors' Committee assignments.

**Background**

The Orange County Transportation Authority (OCTA) is governed by an 18-member Board of Directors comprised of:

- √ Ten city members elected by certain members of the Orange County City Selection Committee;
- √ All five Orange County Supervisors;
- √ Two Public Members selected by the other Board Members; and
- √ The Governor's Ex-Officio Member is a non-voting member and serves a four-year term. (Appointed by the Governor of California.)

To better organize its efforts, the Board of Directors established committees to focus on specific areas within the OCTA's structure.

**Discussion**

Each year, the OCTA Chairman has the prerogative of assigning Members to committees, and those appointments are then confirmed by the full Board. A request was made of each member to determine their interest and availability to serve on the various committees. To the extent practicable, Directors' requests for appointments have been honored.

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Provided below are the recommended Committee assignments, including a number of interagency organizations to which individual Board Members have been assigned.

Executive Committee

Peter Buffa, Chairman  
Jerry Amante, Vice Chairman  
Bill Campbell, Chairman of the Finance and Administration Committee  
Carolyn V. Cavecche, Chairman of the Legislative and Communications Committee  
Paul Glaab, Chairman of the Highways Committee  
Janet Nguyen, Chairman of the Transit Committee  
Chris Norby, Immediate Past Chairman  
Curt Pringle, Chairman of the Transportation 2020 Committee

Highways Committee

Paul Glaab, Chairman  
Cathy Green, Vice Chairman  
Jerry Amante  
Carolyn V. Cavecche  
Richard Dixon  
Janet Nguyen  
Allan Mansoor  
Chris Norby  
Curt Pringle

Transit Committee

Janet Nguyen, Chairman  
Gregory T. Winterbottom, Vice Chairman  
Arthur C. Brown  
William J. Dalton  
Richard Dixon  
Cathy Green  
Miguel Pulido

Transportation 2020 Committee

Curt Pringle, Chairman  
Bill Campbell, Vice Chairman  
Jerry Amante  
Arthur C. Brown  
Peter Buffa  
Carolyn V. Cavecche  
Richard Dixon



Finance and Administration

Bill Campbell, Chairman  
Jerry Amante, Vice Chairman  
Pat Bates  
Arthur C. Brown  
Peter Buffa  
Cathy Green  
John Moorlach

Legislative and Communications Committee

Carolyn Cavecche, Chairman  
Paul Glaab, Vice Chairman  
Pat Bates  
Arthur C. Brown  
Peter Buffa  
William J. Dalton  
Allan Mansoor

ARTIC Ad Hoc Committee

Jerry Amante  
Peter Buffa  
Bill Campbell  
Carolyn V. Cavecche  
Curt Pringle

State Route 91 Advisory Committee\*

Jerry Amante  
Arthur C. Brown  
Bill Campbell  
Carolyn Cavecche  
Curt Pringle

Riverside Orange Corridor Authority\*

Bill Campbell  
Carolyn Cavecche  
Richard Dixon

\*These Committee is comprised of representatives from both Orange and Riverside counties. The Chairman and Vice Chairman are selected by the Committee.

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Orange County Council of Governments (OCCOG)

Arthur C. Brown, Member  
William J. Dalton, Alternate

California Assn. of Councils of Government (CALCOG)

Arthur C. Brown, Member  
Richard Dixon, Alternate

Southern California Regional Rail Authority (Metrolink)

Arthur C. Brown, Member  
Richard Dixon, Member  
Patricia Bates, Alternate

LOSSAN Corridor Agency

Arthur C. Brown, Member  
Richard Dixon, Alternate

Central Orange County Corridor Major Investment Study Committee

Jerry Amante  
Bill Campbell  
Carolyn V. Cavecche  
William J. Dalton  
Cathy Green  
Allan Mansoor  
John Moorlach  
Janet Nguyen  
Chris Norby

Security Working Group

Carolyn V. Cavecche, Chairman  
Chris Norby, Vice Chairman  
Arthur C. Brown  
Bill Campbell  
Richard Dixon  
Janet Nguyen  
Gregory T. Winterbottom

SCAG Regional Council

Arthur C. Brown, Member

SCAG - Transportation and Communications Committee

TBD, Member

TBD, Alternate

SCAG - Regional Transportation Agencies Coalition

TBD, Member

TBD, Alternate

South Coast AQMD Mobile Source Review Committee

Gregory T. Winterbottom, Member

Miguel Pulido, Alternate

Task Force on Measure M Subsidy for Senior Citizens and Disabled

Gregory T. Winterbottom, Member

Arthur C. Brown, Alternate

**Summary**

A roster of committee assignments for 2009 is presented for Board approval.

**Attachments**

None

**Prepared by:**



Wendy Knowles  
Clerk of the Board  
714/560-5676





MEMO

January 21, 2009

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 22, 2009*

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** State Legislative Status Report

### **Overview**

The Governor's 2009-2010 budget proposes significant cost reduction measures and revenue increases to resolve the estimated \$41.6 billion structural deficit. In late December, the Governor called the Legislature into a third special session for the fiscal year, and proposed several budget reform measures.

### **Recommendation**

Continue to oppose any shift of transportation funding away from designated purposes to fulfill General Fund obligations disproportionate to cuts to other state funded programs.

### **Discussion**

On Friday, January 9, Governor Schwarzenegger officially released an 18-month budget plan in an attempt to resolve the states \$41.6 billion structural deficit. The Governor's proposal calls for a series of program cuts, revenue increases, special fund transfers, and additional borrowing to cover the monetary shortfalls and provide an estimated \$2 billion reserve. The proposal was released roughly two weeks after the Legislature approved a special session Democratic budget package on a majority vote which offered \$18 billion in budget solutions but was immediately vetoed by the Governor. Under the Governor's proposal, assuming all budget solutions are adopted, General Fund revenues are projected to be \$97.7 billion and General Fund expenditures are projected to be \$95.5 billion in fiscal year (FY) 2009-2010. However, the Governor proposes over \$10 billion in budgetary borrowing as a component to close the budget gap as a result, pushing a portion of the deficit into budget out years.

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The budget proposal for FY 2009-2010 projects General Fund revenues to significantly decrease for FY 2008-2009 and FY 2009-2010. Without adopting any budget solutions, General Fund revenues will be \$87.5 billion for FY 2008-2009 or \$14.5 billion less than projected in the budget enacted in September 2008 while FY 2009-2010 revenues will be \$86.3 billion with expenditures estimated at \$111 billion.

Specifically, the Governor's proposal includes a variety of budget solutions including, \$16.5 billion in spending cuts, \$10.3 billion in borrowing, and \$14.8 billion in revenue increases including a temporary 1.5 percent sales tax increase, expansion of the sales tax to specific services, and a reduction of the Income Dependent Tax Credit to close the budget gap.

#### Transportation Component of the Governor's Budget

The proposed budget continues to use transportation dollars to cover General Fund expenditures per statutes enacted in FY 2007-2008 as well as the FY 2008-2009 budget. The major components of the transportation budget affecting the Orange County Transportation Authority (OCTA) are described below.

#### Proposition 42

Under the Governor's proposal, Proposition 42 revenues are expected to decline but remain relatively stable due to the sales tax increase. Due to the economic downturn, FY 2008-2009 Proposition 42 dollars are now projected to decline by \$81.3 million from \$1.43 billion to \$1.42 billion. For FY 2009-2010, Proposition 42 revenues are expected to decline by \$233.6 million to an estimated \$1.19 billion. Based on these initial estimates, Proposition 42 revenues may be distributed as follows:

- \$478.5 million to the State Transportation Improvement Program (STIP)
- \$239.3 million to the Public Transportation Account (PTA)
- \$478.5 million to local cities and counties

#### Public Transportation Account

The Governor's proposal makes several policy changes to the PTA. First, the proposal eliminates funding for the State Transit Assistance (STA) Program for the remaining FY 2008-2009 and FY 2009-2010 totaling \$459 million. STA is distributed by formula to regional transportation planning agencies (RTPA) where it is typically used for transit operations, but can also be used for capital investments.

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Second, starting FY 2009-2010, the budget proposal makes home-to-school transportation a "direct appropriation" from the PTA, then directly appropriates \$618.7 million to home-to-school funding. Prior to this proposal, the PTA did not directly fund home-to-school transportation. Since FY 2007-2008 spillover funds have been diverted to the Mass Transportation Fund (MTF) and then the MTF reimbursed the General Fund for home-to-school expenditures. By making this a direct appropriation from the PTA, the \$618.7 million is no longer part of the Proposition 98 education formula thus lowering the General Fund minimum guarantee. The proposal makes an end run around a Proposition 42 suspension by redefining home-to-school transportation as an additional form of mass transportation. As a result, the diversion of STA funds remains consistent with Proposition 42 allocation requirements under Article IXX of the State Constitution.

#### Spillover and the Mass Transportation Fund

The Governor's proposal mandates all spillover revenue (a calculation of the difference between a portion of the state sales tax on all goods and the state sales tax on gasoline) to be diverted to the MTF. The MTF was created in the FY 2007-2008 budget to redirect 50 percent of spillover revenues to cover transportation debt service, home-to-school transportation, and regional center transportation. The FY 2008-2009 enacted budget specifically appropriated the first \$939.4 million in spillover revenue to the MTF. Under this proposal, the PTA will not receive any spillover revenue for FY 2009-2010 rather, spillover funds will be used for transportation debt service as provided by the MTF.

#### High-Speed Rail

The FY 2009-2010 budget proposes allocating an estimated \$123.4 million in Proposition 1A bond funds to the California High-Speed Rail Authority. These bond funds are designated to be used for detailed engineering, design, and environmental work in preparation for the construction phase.

#### Infrastructure Bonds

The Governor's budget proposes infrastructure bond spending for only two categories, local streets and roads, and public transit. As part of the Governor's state economic stimulus proposal, the budget calls for the acceleration of \$700 million in local streets and roads bond dollars and \$800 million in Public Transportation Modernization, Improvement, and Service Enhancement Account (PTIMSEA) bond funds for transit capital improvement projects for FY 2008-2009 and \$350 million for FY 2009-2010.



### Proposition 1C

From Proposition 1C, \$34 million of the \$350 million for transit-oriented development (TOD) is proposed to be allocated in FY 2009-2010. This amount leaves approximately \$126 million available for future TOD developments. These funds will be distributed by the Department of Housing and Community Development.

### State Economic Stimulus

The Governor's budget proposal also provides an economic stimulus package totaling \$2.26 billion over the next 18 months. Several of the stimulus measures include, environmental exemptions for selected infrastructure projects, expanded authority for the California Department of Transportation (Caltrans) to use design-build contracting to accelerate projects, expanded authority for Caltrans to carry out performance based projects (public-private partnerships), and the acceleration of infrastructure bond funds. The budget proposal does not identify the list of projects which may qualify for exemption rather, the initial list was drafted during the first legislative special session. However, the list of projects continues to be modified as various proposals are introduced by the Legislature and Governor.

### Impact on Orange County

With the state facing a severe financial crisis and the national economy continuing to decline, the Schwarzenegger Administration did not suspend Proposition 42 to cover General Fund shortfalls. However, unlike the prior fiscal year, the transportation sector will be considerably impacted in FY 2009-2010. Over the past two months, budget proposals released by the Governor, Legislative Democrats, and Legislative Republicans all have proposed eliminating and/or redirecting significant portions of transportation dollars to provide General Fund relief.

A combination of declining transportation revenues coupled with the Governor's proposals for additional cuts and funding shifts to transportation and public transit, leave the transportation sector with very limited resources. If the STA grant program is eliminated, OCTA will not receive any state funds for transit operations in FY 2009-2010. At the writing of this report, OCTA has only received approximately \$4.07 million of the \$16.3 million slated for FY 2008-2009. The State Controller's Office has indicated no further payments will be distributed until a budget resolution is passed. Under this proposal, OCTA will not receive STA funds for, at a minimum, the next 18 months.

Proposition 42 is funded at approximately \$1.19 billion in FY 2009-2010. OCTA is estimated to receive \$31.1 million from the STIP, however will not receive any funds from the Proposition 42 allocation to the PTA. Under current statutes, 20 percent of Proposition 42 funds are distributed in the following manner: 75 percent STA and 25 percent all other PTA expenditures. With the Governor's proposal calling for all STA funds to now be directed to cover home-to-school transportation, OCTA will lose an estimated \$32.3 million in FY 2009-2010.

Under the \$800 million PTIMSEA allocation for the current FY, OCTA could potentially receive \$47 million as part of the Governor's state economic stimulus plan. However due to the current budget impasse and unstable credit markets, the State Treasurer has ceased issuing General Obligation Bonds until a budget agreement is approved. As a result, it is unclear if additional PTIMSEA bond funds will materialize in the current FY. Furthermore, although \$350 million is allocated in FY 2009-2010, these funds cannot be used for transit operations and the proposal does not set a funding allocation formula; therefore, staff is unable to determine OCTA's share.

#### Additional Budget Proposals

The Governor's proposal assumes \$10.3 billion in borrowing will be used to cover the budget gap. The State Department of Finance asserts that the budget gap is too large and even with program cuts and additional revenues, the state cannot cover the entire deficit. As a result, the budget assumes that \$5 billion in "lottery securitization" funds and \$4.7 billion in Revenue Anticipation Warrants (RAW) will be used to assist in covering General Fund expenditures. The "lottery securitization" plan was part of the 2008-2009 budget act which included \$10 billion in borrowed funds backed by future lottery earnings over two years to offset General Fund expenditures. This proposal requires voter approval due to the measure amending the State Constitution but has not taken place as of the writing of this report.

The \$4.7 billion in RAWs is a financing mechanism by which the state can borrow funds with repayment required the following FY. The Department of Finance has stated that this will be a difficult proposal to carry out due to the current status of the credit markets and requirements for issuing RAWs. However, the Department of Finance also asserts that options are very limited and this is their best attempt to minimize the amount of debt pushed into the out years.

Furthermore, the budget proposal allocates \$1.4 million in various special funds and one position to the California Public Utilities Commission (PUC) to

develop an integrated work and records management system to address rail safety and security. The new system will integrate the PUC's three separate safety and security databases as well as incorporate new media systems.

**Summary**

With the state facing a \$41.6 billion shortfall, the Governor released an 18 month budget proposal in attempt immediately resolve the state's structural deficit. The budget plan calls a series of program cuts, borrowing, special fund shifts, and revenue increases to close the budget gap. If approved, budget will eliminate state grants to transit operators throughout the state and redirect all spillover funds for General Fund relief.

**Attachment**

None.

**Prepared by:**



Manny S. Leon  
Senior Government Relations  
Representative  
(714) 560-5393

**Approved by:**



P. Sue Zuhlke  
Chief of Staff  
(714) 560-5574





MEMO

January 21, 2009

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 22, 2009*

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Fiscal Year 2010 Transportation Appropriations Project List

**Overview**

The Orange County Transportation Authority recommends requests totaling \$48 million for nine projects to be submitted to the Orange County Congressional Delegation for consideration in the Fiscal Year 2010 Transportation Appropriations Bill.

**Recommendations**

- A. Review and approve the recommended list of transportation projects to be submitted for the fiscal year 2010 federal appropriations process.
- B. Establish the Riverside Freeway (State Route 91) congestion relief projects and Metrolink positive train control as the top two fiscal year 2010 appropriation priorities for the Orange County Transportation Authority with Senator Feinstein's (D-CA) office.
- C. Continue to advocate for all Board of Directors-approved appropriations projects with all members of the Orange County Congressional Delegation.

**Background**

Each year, in preparation for its annual appropriations process, the House and Senate Appropriations Committees request that congressional members submit a list of projects for consideration and possible inclusion in the legislation authorizing discretionary spending for federal programs. Individual congressional members have established a process and timetable for constituents to provide them with appropriation requests.

In 2008, the Orange County Transportation Authority (OCTA) submitted eight projects for fiscal year (FY) 2009 at a requested federal funding level of

\$43 million. A description of those projects is contained in Attachment A. The request list reflected OCTA's federal funding priorities for highways, goods movement, and transit projects.

The 110<sup>th</sup> Congress ended without completing FY 2009 appropriations. Instead, Congress passed a continuing resolution to continue the operation of the federal government until March of 2009 at FY 2008 levels, without any appropriations earmarks. The first order of business for the incoming 111<sup>th</sup> Congress has been an economic stimulus bill, leaving the timing and substance of FY 2009 appropriations in question at this time.

### ***Discussion***

OCTA staff worked collaboratively across all departments to develop the recommended list of project funding requests for the FY 2010 federal appropriations. These recommendations were based on the benefits to Orange County, as well as the viable status of the project and the anticipated funds needed over the next fiscal year. In compiling the project list, an effort was made to consolidate requests and focus on projects which do not have other potential sources of funds, or where funds cannot be spent at the rate anticipated to be required by economic stimulus legislation.

The list for FY 2010 contains several projects for which funds were also sought in FY 2009 appropriations and continues to focus heavily on the State Route 91 (SR-91) corridor and the Orange County portion of freeway corridors and rail lines which connect Los Angeles and San Diego. Staff is proposing a new request for funding to implement positive train control (PTC) equipment for Metrolink. Such funding has been authorized by the recently passed Rail Safety Improvement Act of 2008 (RSIA). However, there has not yet been any appropriation for this act and the amounts authorized in the RSIA are insufficient to fully implement the system nationwide.

### **Project List**

The project list provided below for review and approval represents a total request of \$48 million in federal funds to support nine projects.

#### **A. Riverside Freeway (State Route 91) – Congestion Relief Projects**

Funding is requested for the SR-91 and Eastern Toll Road (State Route 241) interchange. A direct connection between high-occupancy- toll (HOT) lanes on SR-91 and the State Route 241 (SR-241) toll road will provide a new travel option for SR-91 commuters and allow for a more balanced distribution of travel along the highly congested SR-91 corridor.

This request will fund examination of options to connect 91 Express Lanes with SR-241.

Total Project Cost: \$400 million  
FY 2010 Request: \$5 million

**B. San Diego Freeway (Interstate-405) Widening from Euclid Street to the San Gabriel Freeway (Interstate 605)**

OCTA has completed a project study report for Interstate 405 (I-405). Funding is requested to support capacity improvements in each direction of the facility, which includes the addition of up to two lanes from Euclid Street in Fountain Valley to Interstate 605 (I-605) near the Orange County/Los Angeles County border. Prior federal funding has fully supported the environmental phase of this project, which is currently underway. The requested funds would help support a portion of the final design of the project.

Total Project Cost: \$1.1 billion  
FY 2010 Request: \$5 million

**C. San Diego Freeway (Interstate 5) Segment Improvements**

Funding is also requested for Interstate 5 (I-5), from Pacific Coast Highway (State Route 1) to Avenida Pico. The project will add additional freeway capacity along I-5 in the South County region and consider a potential connection with planned San Diego County high-occupancy-vehicle (HOV) lanes on the I-5. For FY 2010, the requested funds will be used to complete the required technical studies, including environmental documents.

Total Project Cost: \$250 million.  
FY 2010 Request: \$5 million

**D. Santa Ana Freeway (Interstate 5) Segment Improvements**

Funding is requested for the I-5/Costa Mesa Freeway interchange, on I-5 between Fourth Street and Newport Avenue and on State Route 55 between Fourth Street and Edinger Avenue. This project will reconstruct the I-5 southbound entrance ramp at First Street to a loop ramp thereby providing more merging room for traffic getting on and off the freeway. The project also calls for the construction of a new lane on southbound SR-55 through the McFadden Avenue exit ramp to Edinger Avenue to eliminate the current weaving movement between the I-5 southbound connection and SR-55 southbound McFadden exit ramp. For FY 2010, the requested funds will be used for preliminary environmental approval and design.



Total Project Cost: \$300 million  
FY 2010 Request: \$5 million

**E. Bristol Street Multimodal Corridor Widening**

Bristol Street is a major north/south arterial street through the heart of Orange County. Funding is requested to support the widening of Bristol Street in the City of Santa Ana, which also supports OCTA's plan to expand transit service on the Bristol Street corridor via bus rapid transit service. The environmental document is complete and right-of-way acquisition is under way. The funding request would support a portion of the construction costs.

Total Project Cost: \$236 million  
FY 2010 Request: \$5 million

**F. Anaheim Regional Transportation Intermodal Center (ARTIC)**

The ARTIC is an intermodal transportation center located in the City of Anaheim, along the Los Angeles to San Diego (LOSSAN) rail line. The project is bounded by the Orange Freeway (State Route 57), the Santa Ana River, and Katella Avenue, and is in close proximity to the I-5. ARTIC will serve as a hub for a variety of transit modes ranging from conventional bus service to planned regional, high technology transportation systems. In addition, ARTIC will strategically facilitate the proposed California high-speed rail alignment, as well as the Anaheim to Ontario International Airport segment of the California-Nevada interstate high-speed rail project. The project expands existing transportation infrastructure for Amtrak intercity rail, Metrolink commuter rail, Orange County bus rapid transit, and Anaheim Resort shuttles. OCTA and the City of Anaheim have acquired the necessary property for the project with local funds. This request would continue funding for the transit elements of the project.

Total Project Cost: \$245 million  
FY 2010 Request: \$9 million

**G. Commuter Rail Station Improvements**

Funds are requested to support commuter rail station improvements at Anaheim Canyon and Laguna Niguel/Mission Viejo stations. The Commuter Rail Station Needs Assessment completed in June 2008 identified station improvements to help accommodate current demand and projected increases as a result of OCTA's Metrolink expansion project. These improvements

include the expansion of parking, enhanced pedestrian accessibility, station amenities and facility upgrades.

Total Project Cost: \$9 million

FY 2010 Request: \$4 million

#### H. Positive Train Control for Metrolink

Funds are request to support the implementation of PTC for Metrolink to help prevent train-to-train collisions, speeding and over-speed derailments, and movement of a train through a wrong rail segment or into track work zones. The implementation of the project will enhance the safety and security of commuter rail service, while helping to meet 2015 federal mandate enacted in the RSIA of 2008.

Total Project Cost \$250 million

FY 2010 Request: \$10 million

#### Project Priorities

Last year, instructions from Senator Feinstein's office indicated that project requests to the senator's office needed to be limited to the two top priorities of each requesting entity. In anticipation of similar requirements, staff is recommending a similar approach for FY 2010 appropriations effort in which the Riverside Freeway (SR-91) congestion relief projects and PTC Metrolink are presented as OCTA's top priorities for Senator Feinstein's office only. Staff is proposing to pursue all of the recommended projects with all of the other delegation offices.

Once this list of projects is approved, federal relations staff will work with OCTA Washington consultants to submit the requests to the Orange County Congressional Delegation and advocates for inclusion in the FY 2010 Transportation Appropriations Act.

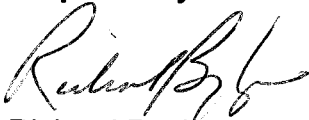
#### **Summary**

It is recommended that the OCTA Board of Directors adopt the FY 2010 Transportation Appropriations Project List and determine the top two priority projects to submit to Senator Feinstein's office.

**Attachment**

- A. Summary of the FY 2009 OCTA Federal Transportation Appropriations Project List

**Prepared by:**



Richard Bacigalupo  
Federal Relations Manager  
(714) 560-5901

**Summary of FY 2009 OCTA Federal Transportation Appropriations Requests**

Project Name		FY09 Request	*Prior Appropriations /FY	Congressional District
<b>HIGHWAYS</b>				
A	Connector Improvements to the Riverside Freeway (State Route 91) in Orange County	\$7,000,000		40, 42, 44
B	San Diego Freeway (Interstate 405) Widening	\$5,000,000	\$490,000 /08	46,48
			\$1,500,000 /05	
			\$1,000,000 /06	
C	San Diego Freeway (Interstate 5) Segment Improvements	\$4,000,000	\$5,000,000 /05	44,48
			\$800,000 /04	44
D	Santa Ana Freeway (Interstate 5) Segment Improvements	\$5,000,000		48
<b>STREETS &amp; ROADS</b>				
E	Bristol Street Widening	\$5,000,000	\$656,000 /08	47
			\$750,000 /05	
			\$600,000 /06	
<b>TRANSIT &amp; GRADE SEPARATIONS</b>				
F	Anaheim Regional Transportation Intermodal Center (ARTIC)	\$9,000,000	\$588,000 /08	40, 42, 44, 47
G	Grade Separations - North Orange County	\$5,000,000	\$490,000 /08	40
H	InterCounty Express Bus	\$3,000,000	\$490,000 /08	42, 44
<b>Total</b>		<b>\$43,000,000</b>	<b>\$12,364,000</b>	

\* FY08 appropriations included a 2 percent reduction required by the 2008 Omnibus Act

<b>Congressional Districts</b>	
CA-47 U.S. Representative	Loretta Sanchez
CA-42 U.S. Representative	Gary Miller
CA-46 U.S. Representative	Dana Rohrabacher
CA-40 U.S. Representative	Ed Royce
CA-44 U.S. Representative	Ken Calvert
CA-48 U.S. Representative	John Campbell
Senator	Dianne Feinstein
Senator	Barbara Boxer





MEMO

January 21, 2009

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 22, 2009**

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Contract for Consulting Services from Scott Baugh

**Overview**

Scott Baugh has provided strategic advice and consulting services to the Orange County Transportation Authority since 2003. His contract with the agency expired on December 31, 2008. The compensation rate under that contract was \$5,000 per month.

**Recommendation**

Authorize the Chief Executive Officer to execute an agreement between the Orange County Transportation Authority and Scott Baugh and Associates, in an amount of \$60,000 for the period of February 1, 2009 to January 31, 2010, to provide governmental collaboration strategies at the local, state, and federal levels which will assist the Orange County Transportation Authority to achieve its legislative goals.

**Background**

The Orange County Transportation Authority (OCTA) first entered into a contract with Scott Baugh in February 2003. The contract provided for an initial term ending December 2004, with two 24-month option terms thereafter. In November 2004, the Board of Directors (Board) authorized the exercise of the first contract option term to run from January 1, 2005 to December 31, 2006. At that time, the scope of Mr. Baugh's contract was amended to recognize the distinction of his work from that of the OCTA's lobbyist team located and directly working in Washington, D.C. His amended scope indicated that he was to "provide strategic advice based upon research that analyzes the local political climate and its effects on OCTA legislative goals" and "provide strategic advice regarding the Orange County Congressional Delegation from a local perspective."

In December 2006, the Board authorized a contract amendment for the first 12 months of the second option term through December 31, 2007. In September 2007, the Board authorized an additional amendment to exercise the remainder of the second option term, expiring on December 31, 2008. At that time the Board reaffirmed the existing scope of the contract and directed the addition of duties to provide multi-level governmental collaboration strategies which assist OCTA to achieve its legislative goals by use of local, state, and federal processes.

Throughout these amendments the name of the contracting entity has changed twice as Mr. Baugh has changed law firm affiliations. The most recent contract was with Scott Baugh and Associates. The monthly contract amount has remained unchanged since 2003 at \$5,000 per month.

### ***Discussion***

Mr. Baugh has provided unique consulting services to OCTA which are distinct from the legislative advocacy provided exclusively in either Sacramento or Washington, D.C.. Working directly with the legislative strategy group of the Legislative and Communications Committee, Mr. Baugh has been able to assist and provide advice on the broader interrelationship of OCTA's transportation issues at the local, state, and federal level. During the past year, Mr. Baugh has focused on providing advice and assistance to staff and Board Members regarding the controversy over the Eastern Toll Road (State Route 241) Foothill South extension and was instrumental in obtaining a letter of support for the project from the Governor. He has also provided strategic advice regarding the interrelationship of local, state, and federal greenhouse gas reduction and goods movement efforts. Most recently, Mr. Baugh has provided advice regarding efforts to secure the fair distribution through the state of future federal stimulus funding.

This work has been highly valuable to OCTA and will be necessary in the future as local, state, and federal funding decisions are becoming more complex and problematic. By necessity, the 2009 legislative picture has only recently come into focus with the November election results, the lingering and deepening state budget crisis, and the ongoing federal economic stimulus discussions. It is now clear that, with these many unresolved issues facing OCTA, Mr. Baugh's ability to gain the attention and respect of decision makers at all levels of government will greatly assist OCTA in achieving its federal and state legislative objectives in the upcoming year. In recognition of his unique capability, staff intends to retain the same scope of work as was contained in Mr. Baugh's most recent contract to specifically provide that he assist OCTA to navigate through the local, state, and federal processes necessary to achieve



OCTA's legislative platform goals and also to keep his present reporting relationship directly to the legislative strategy group of the Legislative and Communications Committee.

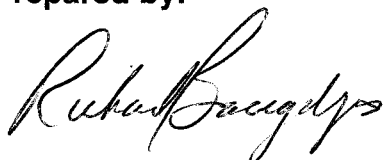
***Summary***

Staff is requesting approval to execute an agreement for consulting services with Mr. Scott Baugh, for a period of one year from February 1, 2009 to January 31, 2010, at the amount of \$5,000 per month.

***Attachment***

None.

**Prepared by:**



Richard J. Bacigalupo  
Federal Relations Manager  
(714) 560-5901





MEMO

January 21, 2009

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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*January 22, 2009*

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Orange County Transportation Authority 2009 Federal Legislative Platform

***Overview***

The Draft 2009 Federal Legislative Platform has been revised based upon public input and is submitted for consideration and adoption.

***Recommendations***

- A. Adopt the Orange County Transportation Authority 2009 Federal Legislative platform, with changes shown from the public comment process.
- B. Direct staff to distribute the adopted platform to legislators, advisory committees, local governments, affected agencies, the business community, and other interested parties.

***Background***

The Federal Legislative Platform is an informational tool and legislative framework for the Orange County Transportation Authority (OCTA) Board of Directors (Board), Orange County federal congressional delegation members, OCTA staff, and advocacy consultants. This platform provides a guide to understanding what the important federal transportation issues are anticipated to be in the upcoming year and how OCTA plans to approach those issues.

The legislative platform does not serve as an official document identifying OCTA Board positions on particular legislation. OCTA does not take an official position on any specific legislation in Washington, D.C. unless the Board has taken direct action to do so. Therefore, the listed items in the platform are used to direct staff and Washington consultants in preparing analysis of federal transportation issues.

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***Discussion***

The Draft 2009 Federal Legislative Platform was reviewed and approved for further circulation by the Legislative and Communications Committee (Committee) on December 4, 2008, and by the Board at its December 8, 2008, meeting. At that point, the draft platform was then again circulated to over 300 groups and individuals to comment on the proposed changes. Additional minor revisions have been made based upon input received in this process. The resulting document is included in Attachment A. Proposed changes from the prior Board-approved draft are shown in italics.

In addition, at the request of the Committee, staff has prepared a one-page summary of the key legislative initiatives for 2009. This document (Attachment B) is intended to guide staff, Board Members, and federal advocacy consultants in the preparation of briefing materials and talking points.

Overall, staff received few public comments on the revised draft. Based upon these comments and internal discussions, staff is proposing four changes from the document approved in December. First, as a result of changing funding priorities, staff is proposing to remove the present item (l) in Section I. Fiscal Years 2009 and 2010 Transportation Appropriations. This item references a project for intercounty express bus service to assist commuters between Orange, Los Angeles, and Riverside counties and was for additional buses for the expansion of this service. OCTA's current bus fleet plan contains sufficient buses to accommodate any express bus service for this corridor and it is unlikely that the service will be expanded at this time.

Second, at the request of Metrolink, staff is proposing to insert a new item (l) to Section I with a specific new reference to appropriations necessary to meet federal commuter rail safety requirements and positive train control implementation on Metrolink corridors.

Third, in that same section, staff proposes a new item (v) which indicates OCTA support for projects on the Los Angeles – San Diego – San Luis Obispo (LOSSAN) corridor that are critical to the continued viability of efficient and effective rail service along this corridor, even if those projects may not be located in Orange County. This item is being proposed in response to a request of the San Diego Association of Governments and the North County Transit District that OCTA support funding for the replacement of a 80-year-old timber trestle bridge on the LOSSAN corridor located just south of the Orange-San Diego County line. A fact sheet on this project is included as Attachment C. Other similar future projects may also fall within this category.

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Finally, staff is proposing to add a new item (c) to Section IV. Economic Impact Legislation and Regulations to explicitly support the inclusion of transit operations funding as a part of the expected upcoming federal economic stimulus legislation. Such funding can be quickly expended to replace dwindling state operating revenues and thereby assist in preserving transit service and jobs.

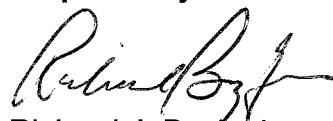
***Summary***

The OCTA 2009 Federal Legislative Platform with proposed changes from the prior approved draft is presented for approval and distribution.

***Attachments***

- A. Orange County Transportation Authority 2009 Federal Legislative Platform—showing proposed changes
- B. OCTA High Priority Federal Legislative Initiatives for 2009
- C. Fact Sheet: Railroad Bridge 207.6 North Approach Trestle Replacement

**Prepared by:**



Richard J. Bacigalupo  
Federal Relations Manager  
(714) 560-5901

**Draft Orange County Transportation Authority  
2008 2009 Federal Legislative Platform**

**INTRODUCTION**

With a population of over three million, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is also one of the most densely populated areas in the country and is second only to San Francisco for the most densely populated county in the state of California. National and global attractions include Disneyland, Knott's Berry Farm, and over 42 miles of beaches, making Orange County a worldwide vacation destination.

Among metro areas in the United States, Orange County has the 11<sup>th</sup> largest gross domestic product and is home to the 12<sup>th</sup> busiest transit system in the nation. In addition, Orange County provides highway and rail corridors that facilitate an increasing level of international trade entering the Southern California ports. However, according to the latest annual survey of urban mobility by the Texas Transit Institute, the Los Angeles metropolitan area, including Long Beach and Orange County, also has the most congestion of any metropolitan area in the nation, delaying drivers an average of 72 hours per year. In conducting all of its activities, OCTA strives to the maximum extent possible to improve transportation performance, reduce congestion, and reduce emissions. With regard to federal revenues, Orange County is consistently a donor county within a donor state.

Orange County Transportation Authority's (OCTA) Federal Legislative Platform outlines the statutory, regulatory, and administrative goals and objectives of the transportation authority. The following platform was adopted by the OCTA Board of Directors to provide direction to staff and federal legislative advocates for the ~~second~~ **first** session of the ~~110<sup>th</sup>~~ **111<sup>th</sup>** Congress.

**PRINCIPLES AND OBJECTIVES**

OCTA will use the following principles and objectives to guide implementation of the specific recommendations contained in this platform:

1. OCTA will seek to obtain a fair share of appropriations for transportation projects within the County, taking into account its size, population, congestion mitigation, and particular transportation needs;
2. OCTA will support the transportation legislative efforts and objectives of other Orange County entities, as appropriate to further the implementation of this **platform provided that such efforts by others are consistent with OCTA Board approved projects and policies** ;
3. In order to accomplish the goals of this platform, the OCTA will seek to work with other entities such as the Orange County Business Council,

- and regional entities such as county transportation commissions and transit agencies, and the Southern California Association of Governments and will participate in the Mobility 21 legislative effort;
4. OCTA will take an active role in the process of reauthorization of the federal highway and transit programs, reaching out to the region, state, and appropriate congressional leaders, and working with them towards reauthorization of a program which benefits the County.

I. Fiscal Years 2009 and 2010 Transportation Appropriations

The annual appropriations process will **continue to** play a significant role in the OCTA ~~2008~~ **2009** federal legislative platform. Given that the federal surface transportation authorization bill, the Safe Accountable Flexible Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), fully obligated the federal highway trust fund and to a lesser degree, the mass transit account, there is limited discretionary funding available year to year for surface transportation earmarks. In addition, a change in Congressional approach ~~during the first session of the 110<sup>th</sup> Congress~~ has led to fewer transportation earmarks nationally, and lower amounts contained in those earmarks. **The FY 2009 appropriation process has yet to be completed and the results from earmark requests for FY 2009 are not yet known. That process will be completed in the first months of the 111<sup>th</sup> Congress.** To more effectively work within the limitations on federal transportation funding at this time, OCTA will **continue to** focus on strategic, high priority county and regional congestion relief projects, which will increase the highway and transit mobility and goods movement along the North-South I-5/I-405/LOSSAN Corridor and the East-West SR-91 and Burlington Northern Santa Fe/Orangethorpe (Alameda Corridor East) Corridor. To this end, as part of the fiscal years 2009 and 2010 transportation appropriations bills, OCTA will work with its Congressional delegation to secure greater levels of federal investment in the following projects:

- a) The Anaheim Regional Transportation Intermodal Center (ARTIC).
- b) Riverside Freeway (State Route 91) widening and Orange County/Riverside chokepoint projects congestion relief projects.
- c) Grade separation improvements along the Alameda Corridor East **(ACE)** in north Orange County **and along the LOSSAN Corridor.**
- d) San Diego Freeway (Interstate 405) widening and improvements, including interchange improvements, as well as bridges and overcrossings.
- e) San Diego Freeway (Interstate 5) and Ortega Highway chokepoint and interchange improvements.
- f) Improvements to relieve chokepoint congestion at the Interstate 5 (I-5) and Costa Mesa Freeway (State Route 55).
- g) Extension of the I-5 South high occupancy lane (HOV) lane project.
- h) ~~The Orange County Rapid Transit project,~~ **Go Local projects approved for implementation** which may include ~~Metrolink service~~



enhancements, Go Local fixed guideway projects and/or Bus Rapid Transit.

- i) **Metrolink service enhancements in Orange County.**
- j) Improvements along the Bristol Street multi-modal corridor in Santa Ana.
- k) Federal funding needed for the West Orange County Interchanges (Phase II of State Route 22) and I-405 widening projects including any needed easements from the Seal Beach Naval Weapons Center.
- l) ~~Inter-county express bus service to assist commuters between Orange, Los Angeles, and Riverside counties.~~
- l) *Funding to meet federal rail safety requirements and positive train control implementation for Metrolink.*
- m) **Funding for Maglev transportation from Anaheim to Ontario Airport, as a segment of the high speed Maglev system between Las Vegas, Nevada and Anaheim.**
- n) **Funding to augment state, local and private efforts for high speed rail service from Anaheim to Los Angeles.**

Other annual funding priorities for OCTA include:

- o) Support appropriations and additional funding of transit security grant programs for the Department of Homeland Security (DHS) to protect county surface transportation systems, including highways, transit facilities, rail lines, and related software systems.
- p) Support New Start, (greater than \$250 million in total project cost) Small Start (less than \$250 million in total project cost with no more than \$75 million in federal share), and Very Small Start (less than \$50 million in total project cost with no more than \$40 million in federal share and costing no more than \$3 million per mile exclusive of vehicles) funding for ~~the Orange County Rapid Transit Project, and/or~~ **fixed guideway** projects selected **for implementation** through the Go Local process.
- q) Support full funding of Section 5309 (m)(1)(a) rail modernization grant funds.
- r) Support bus and bus-related OCTA projects under Section 5309 (m)(1)(c) and oppose the diversion of significant bus discretionary funding to urban partnership agreement grants.
- s) In concert with regional transportation agencies, seek funding for the Southern California Regional Training Consortium to develop bus maintenance training information for the transit agencies throughout Southern California.
- t) Support projects which improve the capacity of major arterials throughout Orange County.
- u) **Support appropriations funding of the Rail Safety Improvement Act of 2008 (RSIA) particularly, funding for implementation of positive train control requirements and other safety enhancements or risk reduction recommendations called for in**

**Title I of RSIA, funding for intercity passenger rail service corridor capital assistance provided in Title III of RSIA, and funding for high speed rail corridor development provided in Title V of RSIA.**

- V) *Support for projects on the Los Angeles – San Diego –San Luis Obispo (LOSSAN) rail corridor which may not be physically located in Orange County, but are critical to the continued viability of efficient and effective services in this corridor.*

II. Additional Project Authorizations, ~~Technical Corrections~~, and Statutory or Regulatory Changes **Actions**.

The federal surface transportation bill, SAFETEA-LU, included a significant level of funding for OCTA and authorized funding for critical highway and transit projects. However, there are a number of vital infrastructure projects, both highway and rail, that continue to require authorization **or other advocacy actions** to address specific highway, rail, and transit needs throughout the County and Southern California region. The OCTA will ~~seek project authorization and funding in the following areas, as part of a SAFETEA-LU technical corrections effort,~~ **advocate for the following issues** in stand alone legislation or in the next reauthorization:

- a) Support legislative efforts to authorize the State Route 91 (SR-91) congestion relief projects.
- b) Support specific authorization and funding for the Anaheim Regional Transportation Intermodal Center (ARTIC).
- c) Support continued authorization of and funding for the four-county ACE project.
- ~~d) Support amendments to the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (LOSSAN Corridor) to ensure federal authorization for all counties, including Orange County, that serve and are impacted by the rail corridor. As currently authorized, only projects within 10 percent of the corridor would be eligible. Because of the shared use of the LOSSAN Corridor, improvements along any stretch of rail line would have positive impacts to other areas.~~
- e) ~~Support efforts to authorize and fund Maglev transportation from Anaheim to Ontario Airport, as a segment of the high speed Maglev system between Las Vegas, Nevada and Anaheim. Support funding to augment state and local efforts for high speed rail service from Anaheim to Los Angeles.~~
- e) Monitor, and with OCTA Board approval, support Intelligent Transportation System (ITS) measures to advance the safety, security and efficiency of the multi-modal transportation system, reduce fuel consumption and environmental impacts, ease congestion, and facilitate emergency response times.

- f) Upon definition and approval by OCTA Board, pursue the authorization and funding of a pilot transportation project employing new transit technology.
- g) **Support efforts to authorize and fund bike paths and bike trails within Orange County.**

**The last 16 miles of the 67 mile Transportation Corridor Agencies (TCA) toll road system, known as the Foothill South Project, represents the only Southern Orange County Travel alternative to the I-5. The I-5 corridor already is dominated by severe traffic congestion, negatively impacting travelers throughout the County. Due to the need to use property leased from the federal government as part of the preferred right of way for the extension, opponents of this project have used federal legislation in an attempt to halt or severely impede project completion. Therefore, the OCTA will continue to oppose any provision of federal law which would impede the completion of the project and will work in an active partnership with the TCA in Washington to explain the transportation impacts for all of Orange County which will result from failure to complete the project.**

In addition, as the implementation of SAFETEA-LU continues, OCTA has identified several regulatory changes which would improve the delivery of the federal transportation program. OCTA will continue to seek opportunities to address and achieve these changes, as follows:

- ~~h) The Federal Highway Administration (FHWA) recently began to require that agencies prepare a 30-year cash flow analysis for the long range Regional Transportation Plan (RTP). OCTA and other planning agencies already perform this level of analysis for the six-year Transportation Improvement Program (TIP) and doing a 30-year analysis for the RTP is redundant and costly.~~
- h) Encourage the Federal Highway Administration (FHWA) to return the Regional Transportation Plan to a long-range planning and vision document rather than a detailed, 30-year financial plan, as current regulations mandate.
- i) SAFETEA-LU implementing regulations shifted the approval of RTP amendments involving Transportation Control Measures (TCM) from FHWA to the Environmental Protection Agency (EPA). OCTA requests that this approval process revert back to FHWA and maintain a consultation process with EPA.
- j) Request Federal Transportation Enhancement (TE) program guidelines be amended to permit use of TE funds for soundwalls as a local option. The FHWA does not permit the use of highway funds to retrofit soundwalls, yet federal trade policies have lead to increased freight traffic along goods movement corridors and hence noise along the freeways. OCTA requests that the policy be amended to allow

highway funds to be used to mitigate the impacts of freight traffic on local communities adjacent to goods movement corridors.

- k) If necessary, work with the Federal Highway Administration or appropriate members of Congress, to obtain flexibility regarding the operation of HOV lanes.

### III. Advocacy Efforts for Existing Federal Highway and Transit Programs.

- a) Work with regional agencies to advocate for a high ranking of the ACE project as part of the U.S. Department of Transportation's Projects of National and Regional Significance (PNRS) program.
- b) Upon definition and approval by the OCTA Board, seek support from the Federal Transit Administration (FTA) and Orange County Congressional Delegation for ~~the Orange County Rapid Transit Project.~~ **any fixed guideway transit projects approved for implementation by the Go Local process.**
- c) Pursue funding for applicable transit programs newly authorized by SAFETEA-LU, including New Starts, Small Starts and Very Small Starts, Jobs Access Reverse Commute (JARC), and New Freedom program for new transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act (ADA).
- d) Support expanded design-build authorization for federally-funded highway and surface transportation projects.
- e) Support environmental streamlining and stewardship efforts by the relevant federal agencies.
- f) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- g) Work with the Southern California Regional Transit Training Consortium on its fiscal year (FY) 2007 legislative efforts to obtain federal funds to streamline bus maintenance training for alternative fuel buses.

### ~~IV. Advocacy Efforts for State Route 241 Foothill South Extension~~

~~The last 16 miles of the 67 mile Transportation Corridor Agencies (TCA) toll road system, known as the Foothill South project, is essential for regional mobility and is an important component of the Southern California Association of Governments' and the San Diego Association of Governments' regional transportation plans.~~

~~The Foothill South project has undergone twenty years of environmental review, costing in excess of \$20 million, including three state environmental impact reports and a federal environmental impact statement. The project represents the only Southern Orange County travel alternative to the I-5, which already is~~

~~dominated by severe traffic congestion negatively impacting travelers throughout the County.~~

~~In 2007, an amendment was attached to the National Defense Authorization Act in the House. This House amendment, offered by Congresswoman Davis (D-San Diego) would change the terms of a lease between the State of California and the federal government for right-of-way located on Camp Pendleton which is necessary to complete the project. The Davis amendment lease alteration would halt or severely impede the ability of the TCA to construct the Foothill South Project. Therefore, the OCTA will pursue the following strategy regarding the Foothill South Extension:~~

- ~~a) Oppose inclusion of any provision into the present or any future National Defense Authorization Act which would in any way interfere with the existing Camp Pendleton lease rights necessary to complete the Foothill South project.~~
- ~~b) Oppose the inclusion of any provision in federal law which would in any way halt or severely impede the completion of the Foothill South Project.~~
- ~~c) Work in an active partnership with the TCA in Washington to explain the transportation impacts for all of Orange County which will result from failure to complete the Foothill South project.~~

#### IV. Economic Impact Legislation and Regulations.

The recent economic crisis has generated discussions in Washington regarding federal legislative and regulatory actions to prevent unintended adverse economic impacts to the transportation industry and also to appropriate funding for transportation infrastructure projects as a means of creating needed jobs in the economy. In this regard, OCTA will

- a) support legislation or regulations to prevent the adverse economic impact which would result from the forced early termination, through technical default, of leveraging agreements such as those entered into by Metrolink for rail rolling stock.
- b) support federal economic stimulus legislation and programs which accelerate funding for transportation infrastructure projects and thereby create additional jobs and economic activity in Orange County.
- c) Support the inclusion of funding for transit system operating costs as part of any economic stimulus program legislation.*

#### V. Reauthorization of the Highway and Transit Programs.

The SAFETEA-LU highway and transit authorization bill will expire on September 30, 2009. A number of proposals for the next highway and transit authorization are expected to be introduced and discussed in 2009. Moreover, due to the planned spend-down of balances in the highway trust fund (HTF) and less than anticipated revenue growth within the HTF, there are likely

~~to be insufficient funds to meet existing authorized SAFETEA-LU expenditure levels by as early as the middle of 2008. Therefore, a number of proposals for future highway and transit authorization are expected to be discussed in 2008. OCTA intends to conduct a Board workshop in 2008 which will present the problems which need to be addressed in reauthorization and the reauthorization policy issues under consideration.~~ **During the six year life of SAFETEA-LU the OCTA will receive over \$885 million in transportation funding from programs authorized under the act. The overwhelming majority of these funds (approximately \$800 million) are provided pursuant to formula funded programs on a pay-go basis. Approximately \$130 million of the formula funds are used to fund the OCTA's transit operating budget. The remainder are used for highway, transit and surface transportation capital projects throughout the region**

- a) The OCTA will analyze key reauthorization proposals as they emerge to determine:
  - 1) the source and adequacy of proposed future revenues to meet future transportation needs and the economic impact to the public of collection of those revenues;
  - 2) the extent to which a proposal will maximize the return of federal revenues to California and to the OCTA;
  - 3) the extent to which a proposal enhances the federal funding partnership by helping OCTA address capital and operating revenue shortfalls;** and
  - 4)-whether or not the proposal contains any unfunded statutory or regulatory mandates applicable to the OCTA.

Based upon this analysis, the OCTA will seek a Board determination of the appropriate approach to the proposal in Washington.

**b) The OCTA generally supports program features in the next authorization which enable greater flexibility in permitted uses of transportation funds, and which distribute funding based upon formula factors which adequately recognize the extent of transportation funding needs within Orange County.**

**c) In considering which transportation projects from throughout the County to support for funding in the next authorization, OCTA will evaluate projects in accordance with the following criteria:**

- 1) **the extent to which the project results from, or relates to, an OCTA major investment study or major planning initiative such as the Go Local or Metrolink service enhancement programs.**

- 2) the extent to which the project provides congestion relief or provides increased capacity to address future documented congestion.
- 3) the adequacy of the overall funding plan and the ability to expend project funds to complete the project within the authorization timeframe (generally, six years).
- 4) the regional significance of the project.
- 5) the contribution which the project makes to improving environmental quality.

## VI. Goods Movement.

The movement of goods to and from the ports of Los Angeles and Long Beach (POLA/LB) has been a major contributor to traffic congestion on Orange County highways, streets and roads. An estimated 43 percent of all United States (U.S.) container traffic and 54 percent of U.S./Asian containerized trade is handled by the port complex of POLA/LB, making them the fifth largest port complex in the world. Most significantly, 50 to 70 percent of the freight coming through POLA/LB is destined for areas outside of the Southern California region.

~~The trade volume is expected to increase dramatically in the next 20 years. This industry supports one out of every seven jobs in the state, contributing more than \$200 billion per year to the state's economy, including more than \$16 billion in tax revenues to state and local government. An estimated 700,000 jobs in the logistics industry (e.g. trucking, railroads, and warehousing) are directly related to freight movement in Southern California, with nearly 107,000 of these jobs being located in Orange County.~~

**Despite its impacts, international trade provides significant benefits to the region. Economic studies show that logistics activity is responsible for \$90.7 billion, or 6.6%, of the nearly \$1.4 trillion in economic activity annually in Southern California. The indirect or induced impact represents another \$170 billion or 12.4%. Each logistics job supports 2.2 new jobs in the economy, with nearly 107,000 of these jobs being located in Orange County.**

Current revenue streams are not sufficient to fund the projects needed to offset the costs of moving these goods. Additionally, existing state and local infrastructure is unable to handle the increasing demands placed on it by the growth in goods moving through Southern California.

In March of 2007, the Board adopted a Goods Movement Policy intended to guide OCTA decisions regarding goods movement. Further, in July of 2007, the Board adopted Principles for a Container Fee Program, which are intended to guide analysis of legislative programs applicable to goods movement at ports.

OCTA will use these two policies to evaluate any federal legislative proposals regarding goods movement.

In ~~2008~~, **2009** the OCTA's advocacy efforts in this regard will emphasize the following:

- a) Pursue new stable, dedicated and secure sources of funding for goods movement infrastructure, such as a goods movement trust fund, which ensure that any revenues are dedicated to use for projects in the corridors where they are collected.
- b) Assure that the benefits of new funding outweigh the economic impact to the public from collection of the revenues.
- c) Continue to work with congress, state and local governments, as well as with the private sector, to develop and implement the needed infrastructure programs and projects.
- d) Ensure that public control of goods movement infrastructure projects is retained at the local level.
- e) Seek mitigation for the impacts of goods movement on local communities in Orange County .

#### VII. Homeland Security.

OCTA continues cooperative efforts with neighboring transit agencies, Urban Area Security Initiative (UASI) partners, state and federal Homeland Security grant partners, and local jurisdictions to enhance the security of regional highway, bus and rail systems. In addition to seeking additional grant funding in FY ~~2008~~ **2009** to secure the county's highways, rail and transit systems, OCTA will pursue the following regulatory and statutory changes to ensure homeland security needs are met:

- a) Support increased federal funding to transit agencies for staff training and operational security improvements for highways, transit, and rail security in the United States.
- b) Support a fair and effective distribution of grant funds based on the risk of terrorism as estimated by the Department of Homeland Security, in lieu of formulas based solely on size of population.
- c) Support programs that reach out to state homeland security officials to improve information exchange protocols, refine the Homeland Security Advisory System, and support state and regional data coordination.
- d) ~~Congress passed the Terrorism Risk Insurance Act (TRIA) in 2002 and its extension in 2005, but the legislation is scheduled to expire December 31, 2007. Monitor and support Congressional action to adopt a long-term private/public terrorism risk insurance program.~~

#### VIII. Energy Issues.



Legislation addressing U.S. policies on energy is likely to play a role in the continuation of the ~~110<sup>th</sup>~~ **111<sup>th</sup>** Congress. The transportation sector is the largest consumer of petroleum in the U. S. Therefore, the focus by Congress to further develop energy efficient policies is likely to have an impact on OCTA operations.

- a) Monitor legislation and federal rulemaking that addresses new or emerging energy policies such as: incentives for alternative fuel technology and use, developer incentives supporting transit programs, as well as research and technology.
- b) Provide federal legislative reports to the OCTA Board of Directors outlining any energy-related legislation introduced in the next Congress that potentially impacts OCTA operations.
- c) Work with industry associations to comment on Congressional actions and/or federal policies that impact the public transportation sector.
- d) Support the continuation of fuel tax credits for the OCTA's use of compressed natural gas and liquefied natural gas**

#### IX. Environmental Policy and Other Regulatory Requirements.

Federal environmental laws and regulations affecting OCTA include the National Environmental Protection Act (NEPA), the Federal Clean Air Act, Federal Water Pollution Control Act, and the Endangered Species Act. With regard to these acts and related regulations, OCTA will:

- a) Seek opportunities to streamline the environmental process for federally funded projects. For example, OCTA opposes the present practice whereby small pavement rehabilitation projects trigger an environmental review.
- b) Seek federal funding to meet state and local environmental quality requirements, including anticipated requirements for zero emission busses, alternative fueling stations and future green house gas reduction requirements**
- c) Continue to monitor implementation of the NEPA pilot project, authorized by SAFETEA-LU, as it applies to OCTA federally-funded projects.
- d) Monitor any new federal programs seeking to address the environmental impacts of greenhouse gases to ensure that any new environmental requirements are accompanied by additional funding necessary to implement those requirements.
- e) Support legislation and federal grant programs that encourage ridesharing and related congestion relief programs for Orange County commuters.

In addition, OCTA takes the following positions with regard to U.S. Departments providing federal oversight, specifically:

- e) Support efforts to work with Caltrans and the Administration to equitably resolve the FHWA interpretation of the Americans with

Disabilities Act (ADA) compliance guidelines that retroactively requires the implementation of costly curb-ramp upgrades within the boundaries of federally-funded projects. According to state officials implementing these regulations on behalf of FHWA, the requirements apply even if curb-ramps are already in place but considered to be out of date according to the most recent ADA guidelines or when the project would not require ground disturbance (i.e. signal synchronization projects funded with Congestion Mitigation and Air Quality funds).

- f) Oppose any regulations or administrative guidance seeking to extend through administrative actions the statutory requirements of ADA.
- g) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- h) Support streamlined federal reporting and monitoring requirements to ensure efficiency and usefulness of data and to eliminate redundant state and federal requirements.

#### X. Employment Issues.

Federal employment laws affecting OCTA include the Fair Labor Standards Act, Family and Medical Leave Act, Occupational Safety and Health Act and the Omnibus Transportation Employee Testing Act of 1991. While there is not anticipated to be significant changes to these federal laws next year, OCTA historical positions have included:

- a. Support income tax reductions for employees receiving employer-provided transit passes, vanpool benefits, or parking spaces currently counted as income.
- b. Oppose legislation and regulations adversely affecting the agency's ability to effectively and efficiently address labor relations, employee rights, benefits, and working conditions including health, safety, and ergonomics standards in the workplace.

**OCTA High Priority Federal Legislative Initiatives for 2009**

**OCTA is a National Leader in Multimodal Transportation Solutions.**

- The unique multimodal scope of OCTA's jurisdiction allows for integrated, efficient, transportation solutions.
- Because OCTA has a history of delivering transportation projects on time and within budget, the voters have extended the ½ cent local sales tax for transportation and directed OCTA to complete a program of improvements over the next 30 years.
- OCTA needs to receive a fair share of federal funding, proportionate to the size and needs of Orange County, which will provide the federal match to this strong local effort.

**OCTA's Management of The SR-91 Express Lanes Reduces Regional Congestion.**

- OCTA manages a very successful toll road which maintains high traffic throughput, generates net revenue, encourages carpooling and permits reinvestment of toll revenues into the adjacent free travel lanes, and mass transit in the corridor.
- The congestion pricing policy on the 91 Express Lanes is a model for other toll facilities.
- With greater federal financial assistance, OCTA could further reduce congestion on the SR-91 and use the toll lane congestion pricing model to assist in funding other toll lane projects in the County.

**The LOSSAN Rail Corridor is a Strategic Regional Asset That Needs Improvement.**

- As the second busiest passenger rail corridor in the nation, the LOSSAN corridor provides a critical north-south regional rail link through Orange County.
- The corridor needs federal funding for safety improvements and capacity enhancements if it is to achieve its potential to reduce congestion and improve mobility.
- The federal government needs to be a full partner with California voters who have authorized a high speed rail program for part of this corridor, and needs to fund the Anaheim Regional Transportation Intermodal Center which will be a gateway for rail transportation services in the County.
- Federal funding is needed to fully implement OCTA's Go Local program which promises to relieve congestion throughout the County by linking individual Orange County cities to Metrolink commuter rail stations in the corridor.

**Goods Movement and Grade Crossings.**

- The movement of goods through the ports of Los Angeles and Long Beach provides economic benefits to the region, but also causes street congestion and adverse air quality impacts in Orange County.
- Current revenues are not sufficient to fund the grade crossings and other projects to mitigate these impact and a new needs-based source of federal assistance should be provided.

**Environmental Quality.**

- OCTA has successfully worked with the environmental community to bring about the extension of Measure M sales tax funding and shares a common agenda with environmental groups to improve air and water quality in the County.

Transportation

# RAILROAD BRIDGE 207.6 NORTH APPROACH TRESTLE REPLACEMENT FACT SHEET

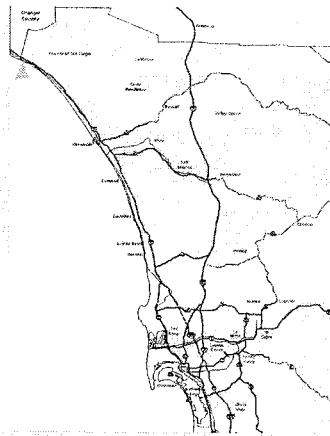
TOTAL COST  
**\$12 million**

FY 2019  
APPROPRIATION  
REQUEST  
**\$9.6 million**



### The Project

The highest priority of the North County Transit District is the replacement of a timber trestle railroad bridge near the Orange County Line with a new bridge built with steel and concrete.



### The Need

The existing bridge is over 80 years old and is in desperate need of replacement. The bridge has been damaged by repeated fires, is suffering decay at the ground line and is seismically deficient. Replacement of this bridge is critical to maintaining the viability of the only railroad connection between the San Diego and points north for inter-city passenger service, commuter rail service, and goods movement, and our contractual obligations from the 1992 purchase of the line from AT&SF.

NCTD along with the San Diego Metropolitan Transit Systems (MTS) purchased the railroad right-of-way from Atchison Topeka and Santa Fe (AT & SF) in 1992 for the purpose of implementing coastal commuter rail service between Oceanside and San Diego.

Each agency owns the right-of way in its jurisdictional area. Subsequent to the purchase, AT & SF became Burlington Northern Santa Fe (BNSF). The coastal corridor is shared with the National Railroad Passenger Corporation (Amtrak) and BNSF. Through a shared use agreement with MTS, NCTD holds the responsibility of ensuring that the railroad rights-of-way are maintained to a state of good repair for the commuter and light rail passengers as well as ensuring the continuation of freight delivery and Amtrak intercity service. Maintaining the railroad also supports the railroad corridors and carriers north of San Diego.

The pictures on the reverse side demonstrate the urgency to replace this bridge.

### Project Costs and Funding Status

The total cost of the project is estimated to be \$12 million. NCTD is requesting \$9.6 million in federal funding that would be matched with local dollars.

### Project Status

The design for this work is complete; the project is environmentally approved by the Federal Transit Administration and cleared by the appropriate resource agencies. Replacement of this bridge is critical to maintaining the viability of the only railroad connection between the San Diego and points north for inter-city passenger service, commuter rail service, and goods movement, and our contractual obligations from the 1992 purchase of the line from AT&SF. If funds were secured this project would be ready to advertise.

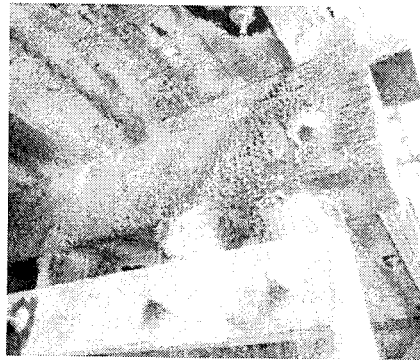
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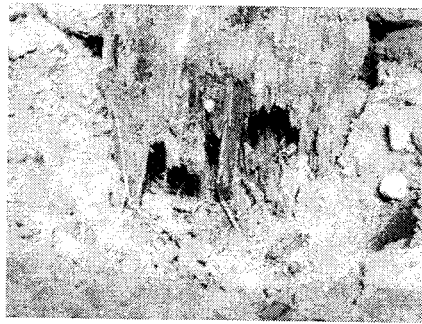
401 B Street, Suite 800  
San Diego, CA 92101  
(619) 699-1900  
Fax (619) 699-1905  
www.sandag.org



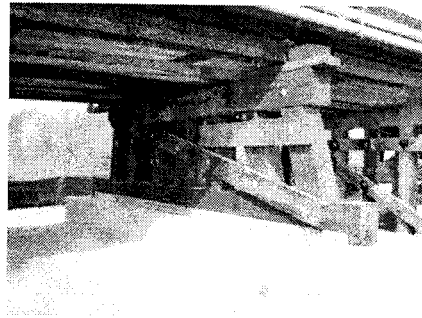
*Bridge 207.6 North Approach.*



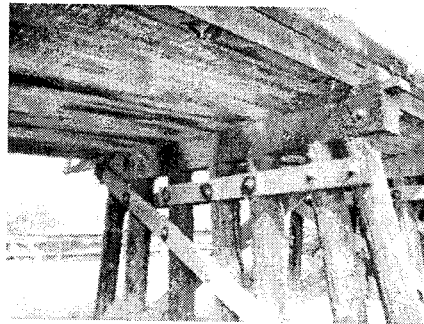
*Close up of charring on pile cap and stringers*



*Close up of charring on pile cap and stringers*



*Interim "frame bent" repair*



*Burnt pile "bent" and stringers*



*Pile "bent" showing past charring and cracking*





MEMO

January 21, 2009

To: Members of the Board of Directors  
From: Wendy Knowles<sup>WK</sup>, 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Consultant Selection for Planning and Preparation of Plans, Specifications, and Estimates for Expanding Parking Capacity at Tustin Metrolink Station

**Overview**

Proposals for consulting services to plan and prepare final design documents for the expansion of parking capacity at the Tustin Metrolink Station were solicited in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services. Approval is requested for the selection of a firm to perform the required work.

**Recommendations**

- A. Select Watry Design, Inc., as the top-ranked firm for planning and preparation of plans, specifications, and estimates for expanding parking at the Tustin Metrolink Station.
- B. Authorize the Chief Executive Officer to request a cost proposal from Watry Design, Inc., and negotiate and execute Agreement No. C-8-1053 for professional services.

**Background**

The Tustin Metrolink Station, the ninth station to be completed in Orange County, opened on January 18, 2002, for commuter rail service. Funding for the station's original construction came from the Orange County Transportation Authority's (OCTA) Measure M funds, the California Department of Transportation, and the City of Tustin (Tustin). The station site is a 3.7-acre parcel located at the intersection of Edinger Avenue and Jamboree Road in Tustin near the City of Irvine boundary. The station has two platforms, a pedestrian tunnel, bus stop and layover zone, passenger drop off area, and 317 automobile surface parking stalls.



On November 14, 2005, the OCTA Board of Directors (Board) adopted the Metrolink Service Expansion Program which authorized the implementation of frequent rail service between the Fullerton Transportation Center and the Laguna Niguel/Mission Viejo Station in Orange County. At the Tustin Metrolink Station, a multi-level parking structure will be required to provide the 508 additional parking spaces to support expanded service levels. Additionally, the site must accommodate an expanded bus stop and layover area. The new parking structure is funded with State of California monies. OCTA will be the lead for design and construction of the parking structure. Tustin will assume oversight and maintenance responsibilities for the facility once it is completed.

### ***Discussion***

This procurement was handled in accordance with OCTA procedures for architectural and engineering requirements conforming to federal and state law. Proposals were evaluated without consideration of cost, and ranked in accordance with the proposed team qualifications and the written technical proposal. For architectural and engineering contracts, the highest ranked firm is requested to submit a cost proposal and the final agreement is negotiated. Should negotiations fail with the highest ranked firm, a cost proposal will be solicited from the second ranked firm in accordance with the procurement policies previously adopted by the Board.

On July 28, 2008, Request for Proposals (RFP) No. 8-1053 was released and sent electronically to 1,579 firms registered on CAMM NET. The solicitation was issued in accordance with current OCTA policies and procedures for architectural and engineering services. A pre-proposal conference was held on August 15, 2008, with 52 attendees representing 41 firms.

Addendum No. 1 to RFP No. 8-1053 was issued on August 18, 2008, to post the pre-proposal conference registration sheets, extend the written questions cutoff date, instruct vendors on how to obtain reference documents, and to answer questions received from prospective proposers. Addendum No. 2 was issued on August 26, 2008, to answer questions received from prospective proposers.

On September 2, 2008, 12 proposals were received. An evaluation committee comprised of staff from OCTA's Development Division, Contracts Administration and Materials Management Department (CAMM), Bus Operations, as well as representatives from Tustin and Metrolink, reviewed the proposed work plans and qualifications. All proposals were evaluated on the basis of the following weighted criteria:

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

Weighting was higher for staffing and work plan because the complex nature of the project required design services and adequate staff with appropriate skills, knowledge, and experience to effectively develop a plan to accommodate a greatly increased multi-modal traffic demand within a limited area.

Based on review of the written proposals, the evaluation committee found the following three firms most qualified to perform the work and short-listed the firms for interviews:

Firm and Location

International Parking Design, Inc.  
Irvine, California

Stantec, Inc.  
Irvine, California

Watry Design, Inc.  
Newport Beach, California

On September 18, 2008, the evaluation committee interviewed the three short-listed firms. Questions were posed by the proposal evaluation committee regarding the firms' proposals, understanding of project requirements, and each team's staffing resources and availability for the duration of the project. The firms' proposed project manager and key personnel present had an opportunity to answer questions and explain how each firm's proposed staffing and work plan will assure a successful project. Brief summaries of evaluation results follow for the higher ranked firms.

**Qualifications of Firm**

All three short-listed firms have backgrounds in planning and designing parking structure facilities. In particular, Watry Design, Inc., demonstrated in the interview its team's creativity and innovation exemplified by actual project examples.

### Staffing and Project Organization

All three firms proposed staff with the requisite experience that have worked together, demonstrating cohesiveness in past projects. Watry Design, Inc., in particular, had key in-house expertise that included urban design and parking operations. In the presentation, Watry Design, Inc.'s, lead site designer demonstrated an outstanding comprehension of the site's physical constraints and opportunities for good design in a multi-modal transit setting.

### Work Plan

Work plans proposed by all three firms conformed to the written work scope. Proposed schedules were detailed, covering all major functional areas and related tasks specified in the RFP. However, Watry Design, Inc.'s, proposed work plan most effectively approached the project from stakeholders needs and expectations. Additionally, only Watry Design, Inc., demonstrated at length its team's understanding of how design decisions affect parking facility operations and maintainability. These features demonstrated a clear and convincing advantage of Watry Design, Inc.'s, expertise in planning and designing parking facilities that operate as intended in design, including practical considerations of parking facility operability, maintainability, and cost effectiveness.

### Recommendation

Based on the evaluation of the written proposals, the team qualifications, and information obtained from the interviews, the evaluation committee selected Watry Design, Inc., as the top-ranked firm. This team submitted an outstanding detailed technical proposal that was fully responsive to all requirements of the RFP. Its written proposal, presentations, and answers during the interview demonstrated a thorough understanding of project issues and the various opportunities for good design that will benefit the station's intermodal transit operations.

Staff recommends Watry Design Inc., as the top-ranked firm, to be asked to submit a cost proposal which will be negotiated to a firm fixed-priced agreement.

In light of the potential use of economic stimulus funds for this and other station projects, OCTA, in partnership with Tustin, intends to evaluate the option of proceeding with a design-build contract for the station improvements and parking structure. This evaluation will occur concurrent with the release and establishment of the federal economic stimulus program guidelines. If the

evaluation shows that it is a viable delivery method for this project, staff will negotiate with the top-ranked firm to incorporate appropriate changes to the scope and cost to accommodate the use of a design-build contract for this project.

**Fiscal Impact**

Funding for the project's design phase is currently included in OCTA's Fiscal Year 2008-09 Budget, Development Division, Account 1724-7519-A4468-GHR, and is funded with State of California resources.

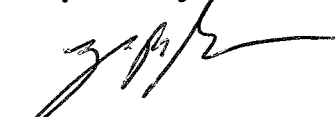
**Summary**

The evaluation committee recommends the selection of Watry Design, Inc., as the top-ranked firm qualified for planning and final design preparation for the expansion of parking capacity at Tustin Metrolink Station.

**Attachments**

- A. Planning and Design Consulting Services for Tustin Metrolink Station Parking Expansion Project, Review of Proposals – RFP No. 8-1053
- B. Proposal Evaluation Criteria Matrix (Short List) – A&E, RFP No. 8-1053, "Planning and Design Consulting Services for Tustin Metrolink Station Parking Expansion Project"

**Prepared by:**



George Saba, P.E.  
Project Manager  
(714) 560-5432

**Approved by:**



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

**Planning and Design Consulting Services for Tustin Metrolink Station Parking Expansion Project**  
**Review of Proposals - RFP No. 8-1053**

12 proposals were received, 3 firms were interviewed

Overall Ranking	Overall Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments
1	87	Watry Design, Inc. Newport Beach, CA	Donnelly Design Lynn Capouya, Inc. Ninyo and Moore O'Connor Construction Management P2S Engineering Tait Engineering	Highest ranked overall proposal. Excellent in-house experience. Excellent knowledge and understanding of scope of work shown in work plan. Presentation validated project team's cohesiveness. Strong project team with current experience.  Strong history of innovative designs. Roles and responsibilities of the project team were clearly identified and discussed during the interview session.
2	81	International Parking Design, Inc. Irvine, CA	Culp and Tanner Civil Works Geotechnical Professionals, Inc. Hunter Pacific Group Hunter Design Associates KOA Corporation Konsortum One Lynn Capouya, Inc. Tsuchiyama Kaino Sun and Carter Engineering	Second highest ranked proposal. Excellent past performance. Work plan showed a good conceptual understanding of scope of work. Strong relevant experience. Highly qualified subcontractors proposed. Excellent project team experience, team has successfully worked together on past projects.
3	77	Stantec, Inc. Irvine, CA	KOA Corporation Ninyo and Moore O'Connor Construction Management OMB Electrical Engineers, Inc. Walker Parking Consultants	Third highest ranked proposal. Work Plan showed a good understanding of scope of work. Good project management qualifications. Strong history of innovative designs. Good past performance.

**Evaluation Panel: (6)**

OCTA:

CAMM (1)

DEVELOPMENT:

HIGHWAY PROJECT DELIVERY (1)

TRANSIT PROJECT DELIVERY (1)

BUS OPERATIONS (1)

METROLINK (1)

CITY OF TUSTIN (1)

**Proposal Criteria**

Qualifications of Firm

Staffing and Project Organization

Work Plan

**Weight Factor**

25%

35%

40%

**PROPOSAL EVALUATION CRITERIA MATRIX (Short List) - A&E  
RFP No. 8-1053 "Planning and Design Consulting Services for Tustin  
Metrolink Station Parking Expansion Project"**

<b>Firm: Watry Design, Inc.</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>	<b>6</b>		
Qualifications of Firm	4.5	4.5	4.5	4.0	5.0	4.0	5	27
Staffing/Project Organization	4.0	4.5	4.5	3.0	4.5	3.5	7	34
Work Plan	4.5	4.5	4.5	4.0	5.0	5.0	8	44
<b>Overall Score</b>	<b>87</b>	<b>90</b>	<b>90</b>	<b>73</b>	<b>97</b>	<b>85</b>		<b>87</b>
<b>Firm: International Parking Design, Inc.</b>								
<b>Firm: International Parking Design, Inc.</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>	<b>6</b>		
Qualifications of Firm	4.0	4.0	4.0	4.5	4.0	4.5	5	25
Staffing/Project Organization	4.0	4.0	3.0	4.5	4.0	4.5	7	34
Work Plan	4.0	4.0	3.5	4.5	4.0	4.0	8	38
<b>Overall Score</b>	<b>80</b>	<b>80</b>	<b>69</b>	<b>90</b>	<b>80</b>	<b>86</b>		<b>81</b>
<b>Firm: Stantec, Inc.</b>								
<b>Firm: Stantec, Inc.</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>	<b>6</b>		
Qualifications of Firm	3.5	3.0	3.5	4.0	4.5	4.5	5	23
Staffing/Project Organization	3.5	3.5	3.0	4.0	4.0	4.5	7	32
Work Plan	4.0	4.0	3.0	4.5	4.5	3.5	8	38
<b>Overall Score</b>	<b>74</b>	<b>72</b>	<b>63</b>	<b>84</b>	<b>87</b>	<b>82</b>		<b>77</b>
<b>Scores for the non-short-listed firms ranged from 44 to 68.</b>								

**Evaluation Panel: (6)**

**OCTA:**

CAMM (1)

**DEVELOPMENT:**

HIGHWAY PROJECT DELIVERY (1)

TRANSIT PROJECT DELIVERY (1)

BUS OPERATIONS (1)

METROLINK (1)

CITY OF TUSTIN (1)





BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Agreement for Additional Design Services for the El Camino Real Soundwall

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Approve Amendment No. 2 to Agreement No. C-7-0995 between the Orange County Transportation Authority and RMC, Inc., in an amount not to exceed \$15,000, for additional design services for the preparation and processing of a California Coastal Commission permit needed for the project, bringing the total contract value to \$897,017.





*January 19, 2009*

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Additional Design Services for the El Camino Real Soundwall

***Overview***

On September 24, 2007, the Orange County Transportation Authority Board of Directors approved Agreement No. C-7-0995 with RMC, Inc., for engineering design services for the El Camino Real soundwall. Additional design support services are required for the preparation and securing of a recently identified California Coastal Commission permit needed to construct the project.

***Recommendation***

Approve Amendment No. 2 to Agreement No. C-7-0995 between the Orange County Transportation Authority and RMC, Inc., in an amount not to exceed \$15,000, for additional design services for the preparation and processing of a California Coastal Commission permit needed for the project, bringing the total contract value to \$897,017.

***Background***

The Noise Barrier Scope Summary Report for the southbound San Diego Freeway (Interstate 5) and the El Camino Real soundwall was approved on August 5, 2004. This soundwall is classified as a tier-one soundwall in accordance with the Orange County Transportation Authority's (Authority) Freeway Retrofit Soundwall Policy and is eligible for implementation as soon as State Transportation Improvement Program (STIP) funding becomes available.

On June 7, 2007, the California Transportation Commission adopted the STIP, which included the funding for the El Camino Real soundwall project. Design and right-of-way costs were programmed for the Authority's Fiscal Year (FY) 2007-08, and construction funds have been programmed for FY 2008-09.

The design phase of the project is well underway and on schedule to meet the February 2009 deadline. The construction phase will start in the summer of 2009.

***Discussion***

During the 60 percent design review, the requirement for a California Coastal Commission permit was identified for the project's construction. The more advanced state of design indicated that the southern portion of the soundwall encroaches 400 feet into the California Coastal Commission boundaries. This permit requirement was not previously identified in the project's environmental clearance document because design level was more preliminary.

The normal processing time to obtain the California Coastal Commission permit approval is four to six months. It is expected that this duration can be integrated into the overall project schedule without any major delay.

**Fiscal Impact**

The additional work described in Amendment No. 2 to Agreement No. C-7-0995 is included in the Authority's FY 2008-09 Budget, Highway Project Delivery, Account 1752-7519-A9220-DYQ, and is funded through the STIP.

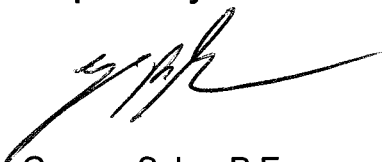
***Summary***

Staff recommends approval of Amendment No. 2 to Agreement No. C-7-0995 with RMC, Inc., for additional design services for the El Camino Real soundwall.

***Attachment***

- A. RMC, Inc., Agreement No. C-7-0995 Fact Sheet

**Prepared by:**



George Saba, P.E.  
Project Manager, Development  
(714) 560-5432

**Approved by:**



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

**RMC, Inc.  
Agreement No. C-7-0995 Fact Sheet**

1. September 24, 2007, Agreement No. C-7-0995, \$603,017, approved by the Board of Directors.
  - Provide professional and technical consultant services for the development of plans, specifications, and estimates for the El Camino Real soundwall on the San Diego Freeway (Interstate 5) at El Camino Real.
2. February 25, 2008, Amendment No. 1 to Agreement No. C-7-0995, \$ 279,000, approved by the Board of Directors.
  - Provide design services for additional soundwalls on the Garden Grove Freeway (State Route 22).
3. January 26, 2009, Amendment No. 2 to Agreement No. C-7-0995, \$ 15,000, pending approval by Board of Directors.
  - Provide design services for preparation and processing of California Coastal Commission permit.

Total committed to RMC, Inc., after approval of Amendment No. 2 to Agreement No. C-7-0995: \$897,017.





BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** <sup>WIK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to the Master Plan of Arterial Highways

Highways Committee Meeting of January 19, 2009

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

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Approve amendment to the Master Plan of Arterial Highways to add a new roadway known as Marine Way, between Alton Parkway and Bake Parkway, and to change the proposed alignment of Rockfield Boulevard.



**January 19, 2009**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to the Master Plan of Arterial Highways

**Overview**

The Orange County Transportation Authority administers the Master Plan of Arterial Highways, including the review and approval of amendments requested by local agencies. The City of Irvine has requested an amendment to the Master Plan of Arterial Highways to add a new roadway known as Marine Way, between Alton Parkway and Bake Parkway, and to change the proposed alignment of Rockfield Boulevard.

**Recommendation**

Approve amendment to the Master Plan of Arterial Highways to add a new roadway known as Marine Way, between Alton Parkway and Bake Parkway, and to change the proposed alignment of Rockfield Boulevard.

**Background**

Guidelines adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) on November 27, 1995 (available upon request), include procedures to be followed by local agencies requesting amendments to the Master Plan of Arterial Highways (MPAH). These are summarized below:

- The local agency submits its request in writing to OCTA, including a detailed description of the proposed amendment and documentation to support the basis for the request.
- Upon receiving an MPAH amendment request, OCTA convenes a staff conference with the requesting agency and representatives of adjacent jurisdictions, if necessary. The conference will determine if there is mutual agreement on the proposed amendment.

- If there is mutual agreement, OCTA provides a written response to that effect and submits the request to the OCTA Board for approval. Upon OCTA Board approval, the local agency proceeds with the process of amending its general plan to reflect the change to its circulation element. If there is no mutual agreement, or if more information is needed, a cooperative study is initiated with the goal of reaching consensus between OCTA, the local agency, and affected jurisdictions as appropriate.

Proposed amendments are submitted to the OCTA Board on a quarterly basis for approval. Exceptions to this schedule may be made where a compelling need can be demonstrated by the local agency for approval prior to the next scheduled quarterly approval.

There are currently eight proposed amendments to the MPAH under review, in the cooperative study process, or on hold pending resolution of issues with others agencies, or the refinement of development plans (Attachment A). A specific amendment request from the City of Irvine (City) (Attachment B) is presented below.

### ***Discussion***

As part of the Great Park development, the City proposed a new east-west primary arterial known as Marine Way to be added between Sand Canyon Avenue and Bake Parkway.

The City has requested the addition of an initial segment of Marine Way to the MPAH as a primary (four lane divided) arterial between Bake Parkway and Alton Parkway. The remaining segment from Alton Parkway to Sand Canyon Avenue will be added to the MPAH once plans for the Great Park have been finalized and alignment issues near Sand Canyon Avenue have been resolved.

The proposed addition of Marine Way to the MPAH will also result in the realignment of the planned extension of Rockfield Boulevard (currently on the MPAH). The Rockfield Boulevard extension extends from Bake Parkway to Alton Parkway on the MPAH. The proposed realignment will connect Rockfield Boulevard to Marine Way instead of Alton Parkway (Attachment C). The City's existing general plan configuration is provided in Attachment D.

Traffic analyses conducted for these proposed changes indicate that that it will not have an adverse impact on regional traffic circulation; therefore, staff recommends realignment and addition of these facilities to the MPAH.

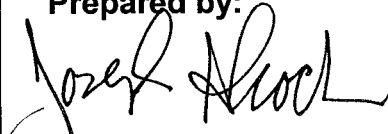
**Summary**

The City has requested an amendment to the MPAH to add a new roadway known as Marine Way and to realign the existing proposed Rockfield Boulevard alignment. Staff has determined that implementation of the amendment described would not adversely impact the integrity of the MPAH; therefore, Board approval of this amendment is requested.

**Attachments**

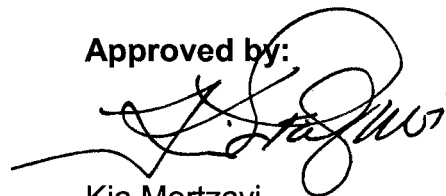
- A. Summary of Currently Active Master Plan of Arterial Highways (MPAH) Amendment Requests
- B. Letter from Katie Berg-Curtis, City of Irvine - Rockfield Master Plan of Arterial Highway Amendment Request - October 23, 2008
- C. Proposed Configuration of Bake Parkway at Marine Way
- D. Existing General Plan Configuration of Bake Parkway at Marine Way

**Prepared by:**



Joseph Alcock  
Transportation Analyst  
(714) 560-5372

**Approved by:**

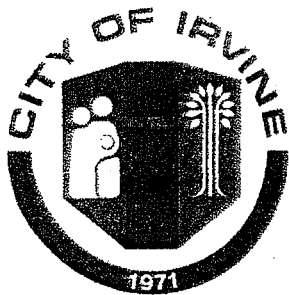


Kia Mortzavi  
Executive Director, Development  
(714) 560-5741



## Summary of Currently Active Master Plan of Arterial Highways (MPAH) Amendment Requests

JURISDICTION	STREET	REQUESTED ACTION	STATUS
Brea	Tonner Canyon Road/Valencia Avenue	Downgrade from secondary to collector	On hold pending resolution of four corners issues
County of Orange	Santiago Canyon Road	Downgrade Santiago Canyon Road from secondary to collector between Jeffrey Avenue and Live Oak Canyon Road	Traffic study is underway to determine potential impacts
Dana Point	Golden Lantern	Downgrade from major smart street to primary smart street	Staff is currently evaluating the City's request in light of the South Orange County Major Investment Study findings
Garden Grove	Harbor Boulevard	Upgrade from major to principal between Westminster Avenue and Chapman Avenue	Staff is currently in discussions with the City
Irvine	Bake Parkway, Ridge Route, and Santa Maria Avenue	Delete proposed southerly sections of these arterials	Fair share analysis for proposed mitigations is currently being reviewed by cities
Irvine	Great Park circulation plan	Add future streets to the MPAH within the former El Toro airbase area	City has requested that the MPAH be amended to realign Rockfield Road and add Marine Way
Placentia	Madison Avenue and Kraemer Boulevard	Reclassification of Madison Avenue from Placentia Avenue to Kraemer Boulevard and Bradford Avenue from Madison Avenue to Crowther Avenue from secondary to collector arterials	Awaiting traffic data from the City
Yorba Linda	Rose Drive	Reclassification of Rose Drive from major to primary arterial	Traffic analysis is currently being conducted



October 23, 2008

Charlie Larwood  
Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

**Subject: Rockfield Master Plan of Arterial Highway Amendment Request**

Dear Mr. Larwood:

The City of Irvine would like to request a Master Plan of Arterial Highway Amendment (MPAH) to realign Rockfield. The current MPAH map shows a future connection of Rockfield to Alton. Our request realigns that connection and consists of the following:

- Extend the existing Rockfield from its current terminus to connect to a new roadway known as Marine Way;
- A new roadway known as Marine Way will be added from Alton to Bake. This new roadway serves as an extension of Rockfield from its current terminus to Alton, which allows Rockfield to serve the same purpose as shown on the current MPAH map

Attached please find exhibits that illustrate the current Rockfield alignment and the proposed realignment.

Please do not hesitate to contact me at (949) 724-7347 or [kberg@ci.irvine.ca.us](mailto:kberg@ci.irvine.ca.us).

Sincerely,

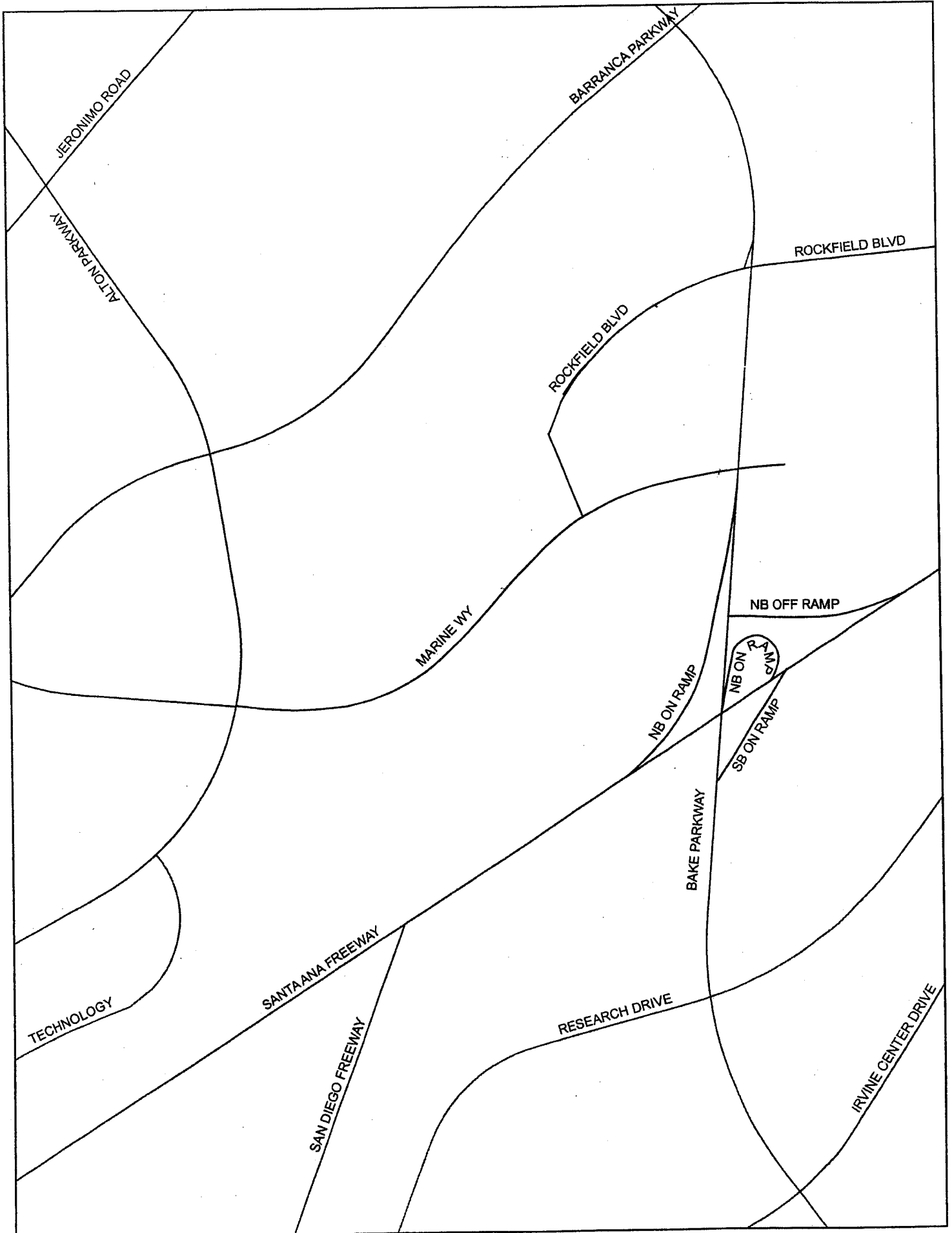
A handwritten signature in black ink, appearing to read "Katie Berg-Curtis".

KATIE BERG-CURTIS  
Project Development Administrator

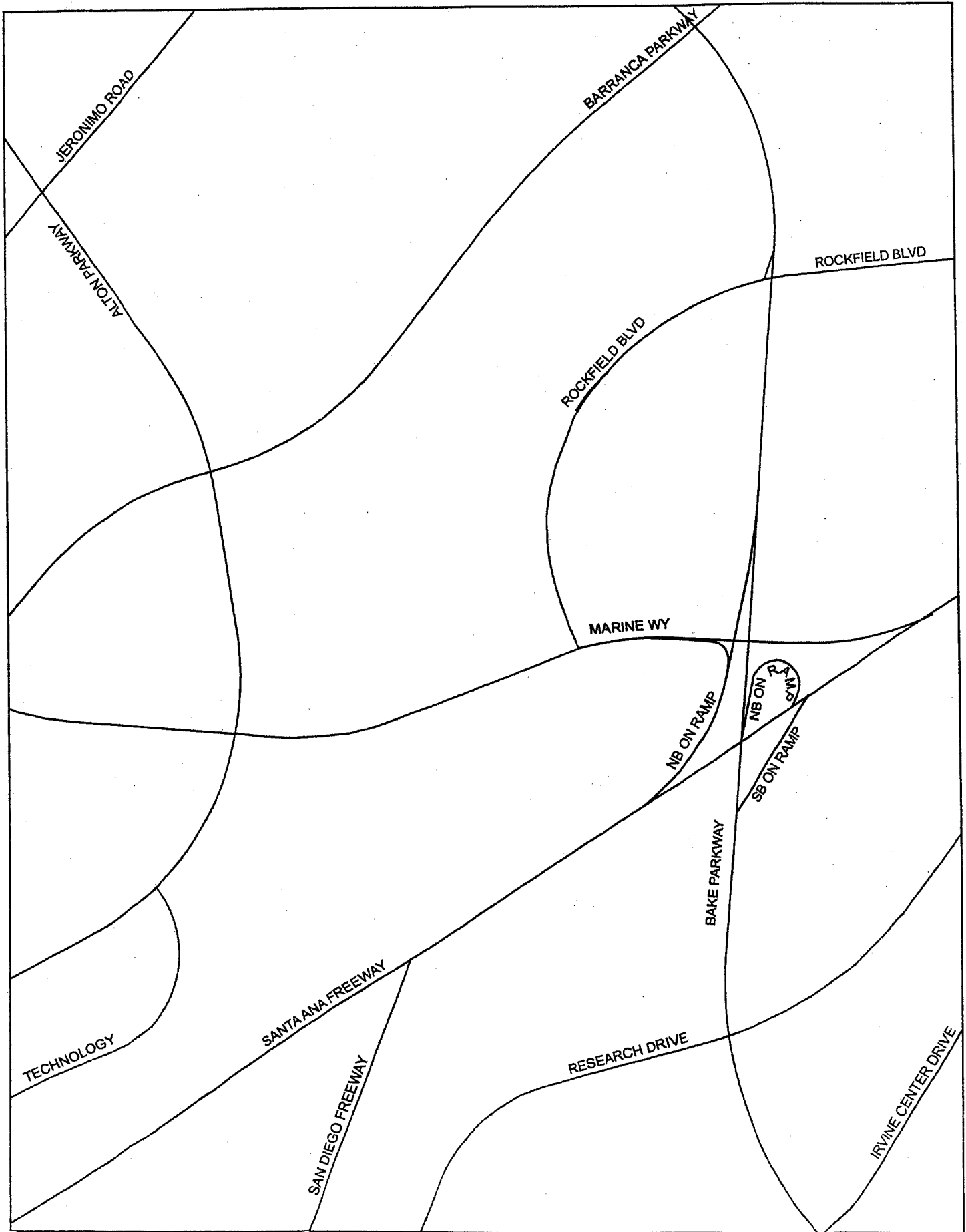
Attachments

cc: Glen Campbell - OCTA  
Kerwin Lau, Project Development Administrator

# Proposed Configuration of Bake Parkway at Marine Way



# Existing General Plan Configuration of Bake Parkway at Marine Way







*BOARD COMMITTEE TRANSMITTAL*

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Approval to Release Request for Proposals for Preparation of Project Study Report/Project Development Support for the Santa Ana Freeway (Interstate 5) Widening Project from the Costa Mesa Freeway (State Route 55) to the El Toro "Y" Area

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Approve the proposed evaluation criteria and weightings for consultant selection for the Request for Proposals No. 8-1374.
- B. Approve the release of Request for Proposals No. 8-1374 for consultant services to prepare the project study report/project development support.



*January 19, 2009*

**To:** Highways Committee

**From:** Arthur T. Leahy, Chief Executive Officer

**Subject:** Approval to Release Request for Proposals for Preparation of Project Study Report/Project Development Support for the Santa Ana Freeway (Interstate 5) Widening Project from the Costa Mesa Freeway (State Route 55) to the El Toro "Y" Area

**Overview**

The Orange County Transportation Authority has developed a draft request for proposals to retain a consultant team to prepare the project study report/project development support for widening the Santa Ana Freeway (Interstate 5) from the Costa Mesa Freeway (State Route 55) to the El Toro "Y" area. The draft procurement documents are presented for review and approval.

**Recommendations**

- A. Approve the proposed evaluation criteria and weightings for consultant selection for the Request for Proposals No. 8-1374.
- B. Approve the release of Request for Proposals No. 8-1374 for consultant services to prepare the project study report/project development support.

**Background**

The Renewed Measure M (M2) Early Action Plan calls for preparation of preliminary engineering for a segment of the Santa Ana Freeway (Interstate 5) between the Costa Mesa Freeway (State Route 55) and the El Toro "Y". A project study report/project development study (PSR/PDS) is being initiated to analyze the range of improvements that can be implemented within the project area.

The Orange County Transportation Authority (Authority) is seeking consultant assistance for the preparation of a PSR/PDS for this project. The PSR/PDS will provide a range of alternatives that would be considered in a future project

**Approval to Release Request for Proposals for Preparation of Project Study Report/Project Development Support for the Santa Ana Freeway (Interstate 5) Widening Project from the Costa Mesa Freeway (State Route 55) to the El Toro "Y" Area**

---

**Page 2**

report and environmental document and qualifies the project for future state and federal funding.

***Discussion***

Approving the release of a request for proposals (RFP) at this time will enable the preliminary engineering phase of the Interstate 5 (I-5) improvement project to begin.

On April 23, 2007, the Board of Directors (Board) approved procurement procedures and policies requiring the Board to approve all RFPs over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is hereby submitting for Board approval the draft RFP and evaluation criteria and weights, which will be used to evaluate proposals received in response to the RFP. The evaluation criteria and weights are as follows:

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

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

**Fiscal Impact**

This project was approved in the Authority's Fiscal Year 2008-09 Budget, Development Division, Account 0017-7519-FB002-P5J, and is funded with M2 funds.

***Summary***

Staff is requesting that the Board approve the draft RFP and evaluation criteria and weightings to initiate a competitive procurement process for consultant services to prepare the PSR/PDS for the I-5 improvement project.



**Approval to Release Request for Proposals for Preparation of  
Project Study Report/Project Development Support for the  
Santa Ana Freeway (Interstate 5) Widening Project from the  
Costa Mesa Freeway (State Route 55) to the El Toro "Y" Area**

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**Page 3**

***Attachment***

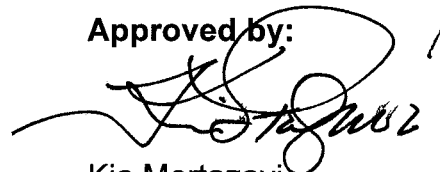
- A. Request for Proposals (RFP) No. 8-1374 – Project Study Report/Project Development Support for I-5 From State Route 55 to El Toro "Y" Area

**Prepared by:**



Dan Phu  
Section Manager, Strategic Planning  
(714) 560-5907

**Approved by:**



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

REQUEST FOR PROPOSALS (RFP) NO. 8-1374

**PROJECT STUDY REPORT/PROJECT  
DEVELOPMENT SUPPORT FOR I-5 FROM  
STATE ROUTE 55 TO EL TORO “Y” AREA**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>January 26, 2009</b>
<b>Pre-Proposal Conference Date:</b>	<b>February 10, 2009</b>
<b>Question Submittal:</b>	<b>February 19, 2009</b>
<b>Proposal Submittal Date:</b>	<b>March 2, 2009</b>
<b>Interview Date:</b>	<b>March 18, 2009</b>

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BOARD OF DIRECTORS

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Chair

*Peter Buffa*  
Vice-Chairman

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*Allan Mansoor*  
Director

*John Moorlach*  
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Director

*Cindy Quon*  
Governor's  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

*Arthur T. Leahy*  
Chief Executive Officer

January 26, 2009

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 8-1374: PROJECT STUDY REPORT/PROJECT  
DEVELOPMENT SUPPORT FOR I-5 FROM STATE ROUTE  
55 TO EL TORO "Y" AREA**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to prepare a Project Study Report/Project Development Support for I-5 from State Route 55 to the El Toro "Y" area.

**Proposals must be submitted at or before 2:00 p.m. on March 2, 2009.**

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

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

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Sarah L. Strader, Contract Administrator**

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

Parties interested in obtaining a copy of this Request for Proposals (RFP) 8-1374 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) 8-1374

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 8-1374, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

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

A pre-proposal conference will be held on February 10, 2009, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 109. All prospective Offerors are encouraged to attend the pre-proposal conference.

Offeror's are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No cost proposal or estimate of work hours is to be included in this phase of the RFP process.**

The Authority has established **March 18, 2009** as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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,

Sarah L. Strader  
Contract Administrator  
Contracts Administration and Materials Management

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

## SECTION I. INSTRUCTIONS TO OFFERORS

### **A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on February 10, 2009, at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 109 at 2:00 p.m. All prospective Offerors are strongly encouraged to attend the pre-proposal conference.

### **B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **C. ADDENDA**

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

### **D. AUTHORITY CONTACT**

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

Sarah L. Strader, Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street, P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560., Fax: 714.560.5792, or E-Mail:

### **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., February 19, 2009.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- 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.
  - (3) Facsimile: The Authority's fax number is (714) 560-5792.
  - (4) E-Mail: Sarah L. Strader, Contract Administrator e-mail address is [sstrader@octa.net](mailto:sstrader@octa.net).

## **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than February 23, 2009. Offerors may download responses from CAMM NET 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 Sarah L. Strader, Contract Administrator.

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

Commodities for this solicitation are:

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

Inquiries received after February 19, 2009, will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted at or before 2:00 p.m. on March 2, 2009**

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

### 2. Address

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Sarah L. Strader, Contract Administrator**

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

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

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

### 3. Identification of Proposals

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and

address and clearly marked as follows:

**“RFP 8-1374:PROJECT STUDY REPORT/PROJECT DEVELOPMENT  
SUPPORT FOR I-5 FROM STATE ROUTE 55 TO EL TORO “Y” AREA”**

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

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

**L. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the wage schedules applicable at the time the contract is awarded.

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

## SECTION II. PROPOSAL CONTENT AND FORMS

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. 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 Sarah L. Strader, 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 contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **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 the same or similar nature; Demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, 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.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- (3) Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.



- (5) Identify any special issues or problems that are likely to be encountered during this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**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 Section IV. Proposed Agreement.

**4. Cost and Price Proposal**

Offerors are asked to submit only the technical qualifications as requested in this RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

**5. Appendices**

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

**B. FORMS**

**1. 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 forms provided in 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 form entitled "Party Disclosure Form" must be completed by the prime contractor and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime contractor in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the prime Consultant, subcontractors and agents will be required to report all Campaign Contributions from the date of proposal submittal up and until the Board takes action which is currently scheduled for .

**2. Status of Past and Present Contracts Form**

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

**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 40%**  
Qualifications of "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.
  
- 3. Work Plan 35%**  
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals received. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals. Each member of the evaluation committee will then evaluate each proposal using the criteria identified in Section III. A. to arrive at a "proposal score" for each proposal. Based on the proposal scores, a list of Offeror's within a competitive range will be developed based upon the totals of each committee member's score for each proposal.

The Authority has established March 18, 2009 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the Offeror's proposal and

qualifications.

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

**C. AWARD**

In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to request a cost proposal from the selected Offeror and to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved. The selected Offeror may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Offeror may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission of the BAFO will be stipulated.

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

The selected Offeror will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror 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 it must be received by the Authority within three (3) days of notification of the award of contract.

**SECTION IV**  
**PROPOSED AGREEMENT**

PROPOSED AGREEMENT NO. C-8-1374

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to prepare a Project Study Report/Project Development Support for the I-5 widening between the SR-55 to the El Toro "Y"; and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

WHEREAS, the AUTHORITY's Board of Directors approved this Agreement on \_\_\_\_\_;

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

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon the performance of any

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

7 **ARTICLE 2. AUTHORITY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

17 **Names**

**Functions**

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



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

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through December 31, 2010, unless earlier terminated as provided hereunder.

**ARTICLE 5. PAYMENT**

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

B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	.00
2	Definition of Transportation Problem and Site Assessment	.00
3	Development of Initial Alternatives	.00
4	Analysis of Alternatives	.00
5	Environmental Assessment	.00
6	PSR/PDS Preparation	<u>.00</u>
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>.00</b>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY

1 may decline to make full payment for any task listed in paragraph B of this Article until such time as  
2 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully  
3 completed all work required under the task. AUTHORITY's payment in full for any task completed shall  
4 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final  
5 acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

6 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations  
7 under this Agreement, AUTHORITY shall retain percent (10%) of the amount of each invoice submitted  
8 for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid  
9 to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects  
10 to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY  
11 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of  
12 completion of such audit in an amount reflecting any adjustment required by such audit.

13 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
14 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the  
15 monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment  
16 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include  
17 the following information:

- 18 1. Agreement No. C-8-1374;
- 19 2. Specify the task number for which payment is being requested;
- 20 3. The time period covered by the invoice;
- 21 4. Total monthly invoice (including project-to-date cumulative invoice amount); and  
22 retention;
- 23 5. Monthly Progress Report;
- 24 6. Certificate signed by the CONSULTANT or his/her designated alternate that a) The  
25 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The invoice is  
26 a true, complete and correct statement of reimbursable costs; c) The backup information included with

1 the invoice is true, complete and correct in all material respects; d) All payments due and owing to  
2 subcontractors and suppliers have been made; e) Timely payments will be made to subcontractors and  
3 suppliers from the proceeds of the payments covered by the certification and; f) The invoice does not  
4 include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier  
5 unless so identified on the invoice.

6 7. Any other information as agreed or otherwise requested by AUTHORITY to  
7 substantiate the validity of an invoice.

8 **ARTICLE 6. MAXIMUM OBLIGATION**

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

14 **ARTICLE 7. NOTICES**

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

19 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

24 ATTENTION:

ATTENTION: Sarah L. Strader

Contract Administrator

(714) 560 -5633; e-mail – *sstrader@octa.net*

1           **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

9           **ARTICLE 9. INSURANCE**

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

13                   1. Commercial General Liability, to include Products/Completed Operations,  
14 Independent CONSULTANTs', Contractual Liability, and Personal Injury with a minimum limit of  
15 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

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

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

22           B. Proof of such coverage, in the form of an insurance company issued policy endorsement  
23 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of  
24 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days  
25 from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and  
26 agents designated as additional insured on the general and automobile liability. Such insurance shall

1 be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY.  
2 Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

3 C. CONSULTANT shall include on the face of the certificate of Insurance the Agreement  
4 Number C-8-1374; and, the Contract Administrator's Name, Sarah L. Strader.

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

8 **ARTICLE 10. ORDER OF PRECEDENCE**

9 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
10 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP ; (3)  
11 CONSULTANT's technical proposal dated \_\_\_\_\_, CONSULTANT's cost proposal dated  
12 \_\_\_\_\_, and (4) all other documents, if any, cited herein or incorporated by reference.

13 **ARTICLE 11. CHANGES**

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

22 **ARTICLE 12. DISPUTES**

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

1 decision of the Director, CAMM, shall be final and conclusive.

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

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

15 **ARTICLE 13. TERMINATION**

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

21 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state  
22 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT  
23 makes an assignment for the benefit of creditors, or if CONSULTANT breaches any terms or violates  
24 any provisions of this Agreement and does not cure such breach or violation within ten (10) calendar  
25 days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs  
26 incurred by AUTHORITY as a result of such default, including but not limited to, procurement costs of

1 the same or similar services that were to be provided by CONSULTANT under this Agreement.

2 **ARTICLE 14. INDEMNIFICATION**

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

9 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

<b><u>Subcontractor Name/Address</u></b>	<b><u>Subcontractor Amounts</u></b>
1.	.00
2.	.00

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

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

11 **ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS**

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

15 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

23 /

24 **ARTICLE 19. PROHIBITED INTERESTS**

25 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or  
26 employee of AUTHORITY during his/her tenure in office/employment or for one (1) year thereafter shall



1 have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2 **ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

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

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24 **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

25 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright  
26 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any

1 claim or suit against AUTHORITY on account of any allegation that any item furnished under this  
2 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes  
3 upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and  
4 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in  
5 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense  
6 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim  
7 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form  
8 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in  
9 combination with other material not provided by CONSULTANT when such use in combination infringes  
10 upon an existing U.S. letters patent or copyright.

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

19 **ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS**

20 A. In order to ensure the accuracy of the construction budget for the benefit of the public works  
21 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services  
22 required under this Agreement so as to permit the award of a contract, for the construction of the  
23 facilities designed at a price that does not exceed the estimated construction contract price as set forth  
24 by AUTHORITY. When bids or proposals for the construction contract are received that exceed the  
25 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to  
26 permit contract award within the funding limitation. These additional services shall be performed at no

1 increase in the price for which the services were specified. However, CONSULTANT shall not be  
2 required to perform such additional services at no cost to AUTHORITY if the unfavorable bids or  
3 proposals are the result of conditions beyond its reasonable control.

4 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed  
5 will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within  
6 these limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised  
7 estimate of construction cost. AUTHORITY may, if it determines that the estimated construction  
8 contract price is so low that award of a construction contract not in excess of such estimate is  
9 improbable, authorize a change in scope or materials as required to reduce the estimated construction  
10 cost to an amount within the estimated construction contract price set forth by AUTHORITY, or  
11 AUTHORITY may adjust such estimated construction contract price. When bids or proposals are not  
12 solicited or are unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the  
13 design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance  
14 within the funding limitation.

15 **ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

16 All design and engineering work furnished by CONSULTANT shall be performed by or under  
17 the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in  
18 the State of California, by personnel who are careful, skilled, experienced and competent in their  
19 respective trades or professions, who are professionally qualified to perform the work in accordance  
20 with the contract documents and who shall assume professional responsibility for the accuracy and  
21 completeness of the design documents and construction documents prepared or checked by them.

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

25 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
26 photographs, tapes, software, software design documents, including without limitation source code,

1 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
2 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
3 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary  
4 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it  
5 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said  
6 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

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

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

18 **ARTICLE 26. FORCE MAJEURE**

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

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1374 to be executed on the date first above written.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

Kia Mortazavi  
Executive Director, Development

Date \_\_\_\_\_

**SECTION V  
SCOPE OF WORK**

## **SCOPE OF WORK**

### **Project Study Report/Project Development Support for Santa Ana Freeway (I-5) from State Route 55 to The El Toro Y Interchange**

#### **OBJECTIVE**

The objective of the proposed improvements to the Santa Ana Freeway (Interstate 5) in Orange County is to determine the preliminary geometric design and operational characteristics of providing additional capacity including possible new mainline lanes and improving the interchanges from the vicinity of the Costa Mesa Freeway (State Route 55) interchange to the vicinity of the El Toro "Y" interchange. A Project Study Report/Project Development Support (PSR/PDS) will be prepared and will serve as the authorizing document for this improvement project. This segment of Interstate 5 (I-5) is a major transportation route serving the cities of Tustin, Irvine, Santa Ana and north Orange County. The goal of the proposed improvements involves constructing the project generally within existing rights-of-way. Specific improvements will be subject to approved plans developed in cooperation with the California Department of Transportation (Caltrans), local jurisdictions and affected communities.

#### **BACKGROUND**

On November 7, 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements by a vote of 69.7 percent. Measure M was originally passed in 1990 (M1) with a sunset year of 2011. With the approval of the Renewed Measure M, the voters agreed to continued investment of local tax dollars in Orange County's transportation infrastructure for another 30 years to 2041. The subject project was among the thirteen freeway projects approved by the Orange County voters as part of the Renewed Measure M program. The project is identified as Project "B" in the sales tax measure.

The proposed project would increase freeway mainline capacity and reduce congestion. The current traffic volume (2005) on this portion of I-5 is about 356,000 vehicles per day and is expected to increase by nearly 24 percent by 2030, bringing it up to 440,000 vehicles per day. The project will be designed for traffic volumes of 20 years after construction.

#### **PROJECT DESCRIPTION**

The Orange County Transportation Authority (Authority), in partnership with Caltrans, is seeking proposals from qualified Consultants to prepare a PSR/PDS per Caltrans Project Development Procedures Manual (PDPM) and District 12 protocols for the I-5 freeway improvements from the vicinity of the State Route 55 (SR-55) interchange to the El Toro "Y." The PSR/PDS shall build on, and utilize to the extent possible, recent

PSRs prepared by or for Caltrans. These PSRs include: 1. 0G260K - SR-55/I-55 Interchange improvement; 2. 0H000K - Widen EB Jamboree Road to I-5 NB on-ramp in Tustin; 3. 0G009K - Construct Interchange at Trabuco Road on SR-133; 4. 0C890K - Provide a second HOV lane from SR-55 to SR-57; 5. 0K160K - Extend Technology Drive from Irvine OH west of Barranca Parkway to Laguna Canyon Road; 6. 0K470K - Widen Alton Parkway Overcrossing; and 7. 0K020K - Add mainline, auxiliary, and/or HOV lanes and Interchange configuration. Approved PSRs will be made available and information will be provided for those PSRs that are underway.

This PSR/PDS shall also consider improvement strategies that are the result of the South Orange County Major Investment Study (SOCMIS) at various locations. Where feasible, the study shall also include improvements to local interchanges and mainline improvements from the North Irvine Transportation Mitigation Plan (NITM). In addition, improvements that are proposed as part of this PSR/PDS shall be conceptually consistent with SOCMIS as well as other interchange proposals in the study area.

The current lane configuration in the northbound and southbound directions within the study area varies from four to six general purpose lanes; auxiliary lanes at various locations; and one to two HOV lanes.

This PSR/PDS shall take into consideration analyses from previous PSRs in addition to new concepts to develop a set of alternatives to add new lanes to reduce freeway congestion within the proposed project study area. These alternatives shall be analyzed with either symmetrical or asymmetrical widening (shifted centerline) in order to reduce right-of-way impacts.

The PSR/PDS shall evaluate the benefits and impacts of the proposed improvements for each alternative, including but not limited to the following transportation elements:

1. Operational improvements including auxiliary lanes, ramp metering, (ATMS) , ramp widening, Transportation Systems Management/Transportation Demand Management (TSM/TDM) and fiber optics.
2. Additional general-purpose lane construction resulting in a total of five general-purpose lanes in each direction.
3. Auxiliary lanes and general-purpose lanes.
4. Additional HOV lane(s).
5. Concepts that are considered feasible in the SOCMIS and are within the confines of the freeway mainline or interchanges.
6. Interchange reconstruction or improvement shall be integrated into the build alternatives, as appropriate.
7. NITM improvements

The duration of this PSR/PDS shall not exceed 18 months.



## DESCRIPTION OF TASKS

### 1.0 Project Management

#### 1.1 Project Initiation and Planning

Purpose: To provide overall execution and financial management of the project, including Authority and Caltrans coordination, coordination with local, state and federal regulatory agencies and railroads, tracking progress of the work, administering subcontracts, attending public workshops, preparing monthly invoices, and conducting project meetings.

Approach: The CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of Authority and Caltrans. The CONSULTANT shall maintain coordination with other members of the project development team (PDT), regulatory agencies and stakeholders impacted by the project. Included in the progress tracking shall be an earned value report demonstrating the expected progress versus actual progress of work completed.

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

Products: Monthly Project Schedule (Critical Path method [CPM]), Project Management Plan (PMP), Communication Plan, Monthly Progress Reports (including earned value), Monthly Invoices, Earned Value Reports, and Meeting Agenda and Minutes.

#### 1.2 Quality Control

Purpose: To ensure that the project is being designed and products developed in accordance with the CONSULTANT and Caltrans Quality Assurance Procedures and meets the acceptability standards of the Authority Project Manager.

Approach: The CONSULTANT shall implement comprehensive quality assurance procedures that outline the independent checking procedures to be performed on report preparation, calculations and drawings, ongoing peer reviews, audits, and management systems to maintain product quality, schedule, and budget adherence. The District 12 Quality Control checklists shall be used including signoffs from the consultant team Project Manager and Quality Control Manager for each functional analysis as part of the quality assurance procedures.

Products: In addition to internal Quality Control Plan Checkprints and Internal Quality Control Report Documents, the District 12 Quality Control checklists shall be used as part of the quality assurance procedures. The CONSULTANT Project Manager and Quality Control Manager shall sign off on each checklist by functional responsibility before submittal of the administrative and final PSR/PDS report. The signed sheets shall be submitted with the report to expedite review process.

All deliverables shall be subjected to a quality control review utilizing the CONSULTANT's Quality Assurance Procedures before they are submitted to Authority and Caltrans.

## **2.0 Definition of Transportation Problem and Site Assessment**

### **2.1 Need and Purpose**

Purpose: To identify the transportation problems and system deficiencies, establish project need, and identify a range of viable improvement alternatives which would address the problems and deficiencies to establish the project purpose.

Approach: The CONSULTANT shall establish the project need and purpose as per Caltrans guidelines in the PDPM and Environmental Documentation requirements. The analysis shall include information on capacity and operational deficiencies, congestion levels,. Previous PSRs shall be reviewed and may be utilized in developing the project need and purpose. Where appropriate, concepts developed as part of SOCMIS, NITM and other planning efforts within the confines of the I-5 freeway shall be incorporated into this analysis. In addition, the CONSULTANT is responsible for ensuring that any changes or updates to the contents and data contained in these documents shall be updated accordingly and reflected in this PSR/PDS.

Product: Project need and purpose established for the PSR/PDS.

### **2.2 Data Collection**

Purpose: To collect existing as-built plans, utility plans, documents, accident data, traffic data, right of way, environmental and other information pertinent to this proposed project.

Approach: The CONSULTANT shall collect available as-built plans (which will require a

confidentiality agreement) and other information including encroachment permits from Caltrans and local cities. CONSULTANT shall work in coordination with Authority to obtain utility plans from utility companies and perform field investigation and verification of utilities when necessary (this is limited to encroachment permit, as-built and field visual verification; potholing facilities is not included). Information may include items such as as-builts, traffic data, proposed design information, right-of-way, utility, encroachment permits and other relevant information from Caltrans, local agencies and all local utility companies.

Products: Data and information utilized in the preparation of the PSR/PDS. The PSR/PDS shall contain independent utility plan sheets as part of the report. All data and relevant information collected to support the PSR/PDS shall be provided to Authority and Caltrans.

All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabase (MS ACCESS) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format. The coordinate system for all geographic data layers shall be California Coordinate System State Plane, Zone VI (FIPS 0406), units = feet, North American Datum 1983.

### **2.3 Surveys/Base Mapping/Utility Search**

Purpose: To collect survey data, supplement existing Caltrans mapping, and utility information necessary to develop base plans, including horizontal and vertical alignments, that shall be utilized in the presentation of alternatives appropriate for the development of PSR level engineering plans. Mapping limits shall be:

On I-5 between 1<sup>st</sup> Street and Lake Forest Drive interchanges.

Approach: The PSR shall be done in English units. The CONSULTANT shall collect the most current aerial mapping, available from Caltrans, for the limits described above. The CONSULTANT shall supplement existing mapping of the project area at a scale appropriate for the development of PSR level engineering plans in accordance with Caltrans standards. The CONSULTANT shall coordinate with Caltrans' survey division to coordinate issues of standards and collect existing mapping and as-built plans before performing the survey work. However, vertical profile targets will be used along the freeway shoulders. The above-referenced mapping shall extend sufficiently to show impacts to adjacent right-of-way, local streets, freeway connectors, and interchanges. The CONSULTANT shall utilize the collected and new mapping to create a reference base with individual plan sheets for inclusion in the PSR.

The CONSULTANT shall request maps and records, in coordination with Authority, from utility owners with facilities within the project limits and field verify all utilities that are impacted including collection of identification numbers of facilities. Utilities shall be plotted on the project utility base sheets from the results of this record search and

verification. High-risk utilities, as defined by Caltrans, shall be identified. No potholing for identification and/or verification purposes is considered to be within the scope of work. Existing utility pole numbers shall be added to the utility plans and tabulated in the report. Manholes shall be positively identified and owner recorded.

Product: Base Mapping.

### **3.0 Development of Initial Alternatives**

#### **3.1 Alternatives Development**

Purpose: To develop alternatives, taking into consideration projects on I-5 in existing PSRs, for a single project on I-5 between SR-55 and the El Toro "Y." TSM/TDM components shall be incorporated into each build alternative.

The PSR/PDS shall evaluate the benefits and impacts of the proposed improvements for each alternative, including but not limited to the following transportation elements:

- Operational improvements such as auxiliary lanes, ramp metering and ramp widening.
- Additional general purpose lane construction resulting in a total of five general purpose lanes in each direction.
- Auxiliary lanes and general purpose lanes.
- Additional HOV lane(s).
- Concepts that are considered feasible in the SOCMIS and are within the confines of the freeway mainline or interchanges.
- Interchange reconstruction or improvement shall be integrated into the build alternatives, as appropriate.

Product: A set of alternatives which address the operational deficiencies of the project study area.

#### **3.2 Geometric Development**

Purpose: To develop layout plans, profiles, utility plans, and typical structural cross-sections for each alternative developed in Task 3.1.

Approach: Layout plans, profiles, utility plans, and typical cross-sections (schematic geometric plans) shall reflect proposed lane, shoulder, buffer, and right-of-way widths for each alternative. The CONSULTANT shall identify early potential constraints, allowing the development of alternatives that will avoid or minimize negative environmental impacts. Cost effectiveness and right-of-way impacts shall also play significant roles in the geometric development process. Layout plans shall reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements. Mandatory and Advisory Design Exception Fact Sheets shall be completed for all common non-standard design features

in the build alternatives. An exception would be required from Caltrans during the PID phase to not complete the design fact sheets.

The CONSULTANT shall work with Caltrans to obtain approval of geometric plans of the proposed alternatives. Review comments from plan submittals shall be incorporated as appropriate.

Products: Layout Plans, Profiles, Utility Plans, and Typical Cross Sections.

#### **4.0 Analysis of Alternatives**

##### **4.1 Traffic Forecasts/Baseline Modeling**

Purpose: To collect traffic data from Caltrans, local agencies and Authority, and perform baseline traffic modeling to identify freeway choke points and other locations with operational deficiencies. For locations where no count data is available, the CONSULTANT shall provide count information. Traffic count of the peak hour volume for each leg of the interchange including turning movements at each ramp intersection with the crossing arterial will be collected.

Approach: Authority and Caltrans will provide the existing traffic volumes including peak-hour mainline, ramps, and freeway-to-freeway connectors. Corridor cities will provide available existing traffic turn movement counts at selected intersections identified by the PDT. The CONSULTANT shall provide all other intersection counts and use an approved Traffic Model to produce the forecasted twenty years after construction traffic volumes. The CONSULTANT shall develop the twenty years after construction peak hour turn movement volumes at the selected intersections identified by the PDT. The CONSULTANT shall provide Level Of Service (LOS) analysis for the freeway mainline, ramps, connectors and ramp intersections using the Highway Capacity Manual (HCM) methodology. The CONSULTANT will also provide queuing analysis for the ramps and link analysis between intersections using SYNCHRO 6.0 software. The CONSULTANT shall be responsible for collecting count data if it is not available.

Product: Baseline (No Build) traffic volumes for each study year.

##### **4.2 Traffic Impact Analysis**

Purpose: To document existing traffic conditions as well as future traffic conditions resulting from this specific project and its alternatives.

Approach: The approach is consistent with Caltrans' guidelines for traffic impact analysis to be conducted for PSR/PDSs. The following shall be conducted:

###### **a. Traffic Volume Forecasts**

- The CONSULTANT shall produce the twenty years after construction forecasted traffic volumes using an approved Traffic Model. If existing traffic volumes within the last 36 months are not available from Authority, Caltrans, or local agencies,

the CONSULTANT shall perform traffic counts for the various roadway elements as needed. Other considerations in the forecasted traffic should include the future roadways as outlined in the Master Plan of Arterial Highways (MPAH) and the non-approval of the SR-241 extension to the south.

- b. Traffic Analysis Scenarios - Documentation of traffic impact analysis for the existing and twenty years after construction Baseline ("No Build") and build alternatives shall be conducted.
- c. Intersection Capacity Analysis
  - Intersection Capacity Analysis shall be performed using the HCM Methodology (HCS 2000). All new/modified ramps for each leg of the intersection and impacted street intersections shall be analyzed. Ramp queuing analysis and delay analysis between intersections shall be performed using SYNCHRO 6.0.
- d. Freeway Capacity Analysis
  - For the "No Build" scenario and each project alternative the, freeway Level of Service (LOS) and Weaving analysis shall be conducted. Mainline and ramp performance analysis shall be conducted using the HCM methodology to determine the LOS. Authority has the FREQ models available for use by the Consultant. The Consultant shall discuss with the Authority Project Manager to determine if the use of this model is appropriate to support the PSR. The merge-diverge and weaving analysis shall be conducted using methodologies in Caltrans' Highway Design Manual.
- e. Impacts and Mitigation
  - Any traffic operations deficiencies identified based on the analysis above shall be noted and measures to mitigate adverse impacts shall be identified and incorporated, as appropriate.
- f. Documentation of Traffic Analysis
  - The traffic impact analysis shall be documented in a separate technical memorandum to be included as an appendix to the PSR/PDS. Appropriate information from the traffic study shall be integrated in the PSR/PDS document.
- g. If requested, the CONSULTANT shall provide input needed for Authority staff to prepare additional microsimulations modeling for the proposed alternatives.
- h. The CONSULTANT shall conduct a safety analysis along the corridor reviewing Caltrans Table B, Table C, and Table C (wet) data along the corridor. Caltrans and the CONSULTANT staff shall conduct a safety review in the field and of the final 95% draft administrative PSR/PDS. Five (5) copies of the final PSR/PDS administrative report shall be submitted to Caltrans with a 30 working days review period.

Product: Technical Appendix to PSR/PDS documenting the Traffic Impact Analysis and Safety Review. 15 hard copy and one electronic copy to Caltrans for review.

#### **4.3 Initial Site Assessment**

Purpose: To evaluate the conditions at the project site for possible environmental impacts. Specifically, a study shall be conducted to evaluate the presence or potential presence of sources of contamination, which may have adversely affected the soil

and/or groundwater.

Approach: The CONSULTANT shall complete the Initial Site Assessment (ISA) taking into account the analysis already conducted as part of previous PSRs, and building on them. The work shall be based on the ISA format as generally described in the Caltrans Project Development Procedures Manual (current edition) and the American Society for Testing and Materials Designation E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The scope of work shall consist of the following:

- A review of available project area information including taking into account findings from previous PSRs. A review of historical aerial photographs (1928 to 1956) available from the Fairchild Aerial Photography Collection at Whittier College, Whittier, California
- A review of historical aerial photographs (1952 to 1995) available from the Continental Aerial Photography Collection in Cypress, California
- Completion of the Caltrans ISA Checklist as referenced in the Caltrans Project Development Procedures Manual
- The CONSULTANT shall obtain environmental database search reports from Vista Information Solutions, Inc. (Vista), Environmental Database Resources, Inc. (EDR), or a similar database search report (subject to prior approval by Authority Project Manager), conduct field reconnaissance, and obtain other pertinent information for the preparation of the ISA.
- A site reconnaissance and completion of Property Transaction Screen Questionnaires complimented with photographic coverage.

Product: An ISA Report including, but not limited to the following:

- Site Location Map
- Site Visit Notes
- Caltrans ISA Checklist
- Environmental Database Search
- Transaction Screen Questionnaires
- Selected Site Photographs
- Hazardous Materials assessment evaluation including ADL

#### **4.4 Right-of-Way**

Purpose: To identify right-of-way impacts on appropriate preliminary engineering plans and prepare Right-of-Way Data Sheets for each alternative.

Approach: Based on the preliminary geometric plans, right-of-way impacts shall be documented for each alternative for review and approval by Authority, Caltrans, utility companies and local agencies. Potentially impacted areas shall be reviewed to assess the likely degree of impact (full or partial take, severance, temporary and permanent easement, etc.). The CONSULTANT shall work closely with Caltrans on valuations for right-of-way acquisitions and the preparation of Right-of-Way Data Sheets. Right-of-way

delineation shall be based on record information. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys, and other acquisition activities are outside the scope of this PSR/PDS preparation process. Where available, Caltrans parcel maps and county assessor maps shall be used for basis.

Products: Right-of-Way Delineation on Layout Plans and Right-of-Way Data Sheets (including right-of-way and utility relocation costs) for PSR/PDS Alternatives.

#### **4.5 Drainage**

Purpose: To identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site. This shall be identified in coordination with Water Quality Best Management Practices and is required for the various alternatives. Impacts to off-site drainages shall be identified in order of magnitude and the costs estimated accordingly.

Approach: Freeway, County and City drainage systems (including pump stations) shall be reviewed and the impacts of the proposed alternatives on these facilities shall be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices shall be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this PSR/PDS preparation process. Permits for design, construction and operation of drainage facilities shall be identified.

Product: Identification of major drainage impacts, layout plans and inclusion of drainage improvements and permits in cost estimates and report.

#### **4.6 Preliminary Structural Study**

Purpose: To prepare a Preliminary Structural Study for proposed structure widening and replacement for the alternatives to be carried forth in the PSR/PDS. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure modifications and replacements.

Guidelines set forth in Office of Special Funded Projects (OSFP) Information and Procedures Guide for Advance Planning Studies may be used as a tool for developing the scope of this PDS level structural analysis. The CONSULTANT shall be responsible for developing preliminary feasible structure alternatives and costs appropriate for the specific location. The CONSULTANT shall coordinate project and structure alternatives and associated estimates to arrive at the best project solution.

Approach: The Preliminary Structural Study will evaluate the impacts of each alternative on each affected structure. Replacement of overcrossings should be avoided if possible.

The analysis shall include identification of the following:



- Structure lengths, widths and types
- Span lengths
- Structure depths
- Vertical and horizontal clearances
- Roadway widths
- Bridge removal (if required)

Products: Identification of the impacts of each alternative on structures, and preliminary cost estimates for structure modifications and replacements (if any). Also, the *Consultant Prepared Advance Planning Studies Checklist* (available on the Caltrans website) shall be used as a guideline, to the level appropriate for a PDS, for completion of the Preliminary Structural Study.

#### **4.7 Cost Estimates**

Purpose: To prepare preliminary construction cost estimates for the “build” alternatives to be presented in the PSR/PDS. Interchanges shall have individual independent preliminary construction cost estimates that will be incorporated into the final report.

Approach: Based on the plans developed, the Preliminary Structural Study, utility impacts and the information obtained from the other tasks, the CONSULTANT shall prepare preliminary support and construction cost estimates consistent with SB 45 requirements. Interchanges, structures, noise walls and retaining walls shall have individual independent preliminary construction cost estimates that will be incorporated into the final report. The project estimates shall utilize the Caltrans PSR/PDS format, for each “build” alternative, and the PDPM guidelines for PSR/PDS.

Product: Cost Estimates.

#### **4.8 Construction Staging/Traffic Handling Concepts**

Purpose: To identify construction staging/traffic handling issues. Consultant shall develop an initial stage construction concept for the PID. The staging concept shall be used to also identify a conceptual scope of the Transportation Management Plan (TMP) sufficient to develop project cost estimates. Preliminary constructability review to be coordinated with Caltrans to verify the build alternatives shall be conducted.

Approach: The CONSULTANT shall identify construction staging/traffic handling issues to a degree sufficient to verify constructability and feasibility of traffic handling for each alternative. Development of a Construction Staging/Traffic Handling/Traffic Management Plan will be deferred to the PA/ED stage of project development. The TMP conceptual scope shall be prepared in accordance to the Caltrans PSR/PDS guidance (latest edition). Consultant shall submit 5 copies of plans and report for review of constructability. 30 working days is required.

Products: Consultant shall develop an initial stage construction concept for the PID.

Preliminary constructability review shall be conducted. Identification of construction staging/traffic handling issues to a level sufficient to verify constructability and to develop preliminary project costs.

#### **4.9 Identification of Mandatory and Advisory Design Exceptions**

Purpose: To document non-standard features within each proposed alternative.

Approach: It may be necessary to consider non-standard features at certain locations to avoid/minimize impacts to environmentally sensitive areas, reduce right-of-way acquisitions and/or to minimize expensive structure reconstruction. There may also be situations where, in proposed improvement areas, existing conditions do not meet minimum design standards and the cost to bring them into compliance would be exorbitant. In these cases, the consideration of non-standard features shall be closely coordinated with Caltrans.

Products: Identification in the PSR/PDS of advisory and mandatory design exceptions. Mandatory and Advisory Design Exception Fact Sheets shall be completed for all common non-standard design features in the build alternatives. An exception would be required from Caltrans during the PID phase to not complete the design fact sheets.

### **5.0 Environmental Assessment**

#### **5.1 Preliminary Environmental Analysis Report**

Purpose: To prepare a Preliminary Environmental Analysis Report (PEAR) including impacts described for each alternative. The data shall be used as environmental support for the preparation of the PSR/PDS.

Methodology: The PEAR is required to provide the initial environmental evaluation of a project and its reasonable and feasible alternatives. In addition, the CONSULTANT shall review and expand upon the environmental impacts analyzed in the previously mentioned PSRs, and accordingly prepare a PEAR for the PSR (PDS). The PEAR shall be based on the format described in the Caltrans Standard Environmental Reference (SER) (current edition) and Project Development Procedures Manual (current edition). The PEAR shall clearly identify required environmental document, anticipated impacts, the future technical studies and anticipated mitigation. The PEAR shall also estimate the scope, schedule and costs associated with completing environmental compliance. The preliminary schedule shall provide decision-makers an idea of how long environmental studies will take. The PEAR shall clearly present and discuss the results of preliminary environmental studies in order to identify environmental constraints that may affect design. The information contained in the PEAR shall serve as a foundation to begin studies for the PA/ED phase.

Product: The CONSULTANT shall prepare a PEAR for inclusion in the PSR/PDS.

## 5.2 Water Quality Compliance

Purpose: To develop a Storm Water Data Report (SWDR) identifying the selection and design of Best Management Practices (BMPs) for each alternative per the latest version of the Caltrans' *Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG)* in compliance with Caltrans statewide NPDES permit. Most current requirements shall be incorporated into the report.

Methodology: The SWDR shall summarize the storm water quality issues of the project and each alternative. The SWDR shall consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR shall summarize how the project will address temporary, permanent, and treatment BMPs for each alternative, at a PDS level. The SWDR shall be approved by obtaining the signatures of the Project Engineer who prepared the SWDR, and Caltrans' Project Manager, District Storm Water Coordinator, Maintenance Representative, and District Landscape Architect.

Product: The CONSULTANT shall prepare and obtain approval of a SWDR for inclusion in the PSR/PDS.

## 6.0 PSR/PDS Preparation

### 6.1 Administrative PSR/PDS

Purpose: To develop an administrative PSR/PDS establishing a detailed scope, schedule, and estimated cost of alternatives to reduce congestion on I-5 between SR-55 and the El Toro "Y." The document shall also include a PDS presentation, tabulation of estimated project support costs and capital cost by project phase and fiscal year.

Approach: The PSR/PDS shall conform to the requirements of the Caltrans latest version of the Project Development Manual and District 12 guidelines. The analysis should include a "risk assessment" section outlining the assumptions for which the build alternatives are to proceed into the next phase of the project development process.

Product: Administrative PSR/PDS to be submitted to Caltrans and Authority for review and comments. 45 hard bound color copies shall be delivered to Caltrans Advance Planning/Project Studies Branch at each intermediate and final submittal. The electronic files in Caltrans microstation and word document shall be provided at each submittal.

### 6.2 Final PSR/PDS

Purpose: To develop a PSR/PDS establishing a detailed scope, schedule, and estimated cost of alternatives to reduce congestion on I-5 between SR-55 and the El Toro "Y." The document shall also include a PDS presentation, tabulation of estimated project support costs and capital cost by project phase and fiscal year.

Approach: Comments on the Administrative PSR/PDS shall be addressed to produce a

Final PSR/PDS. The PSR/PDS shall conform to the requirements of the Caltrans latest version of the Project Development Manual and District 12 guidelines.

Products: Approved PSR/PDS and associated supporting studies. 45 hard bound color copies shall be delivered to Caltrans Advance Planning/Project Studies Branch at final submittal. The electronic files shall be submitted in Caltrans microstation and Microsoft word document shall be provided at final submittal.

***PROJECT DELIVERY SCHEDULE***

The CONSULTANT shall complete the PSR/PDS in accordance to the following begin and end schedule delivery schedule:

<b>ACTIVITY</b>	<b>DATE</b>
Begin Work	June 2009
Final PSR/PDS	December 2011

Approach: Prepare a CPM schedule to show delivery of intermediate project deliverables including standard review times for Authority, Caltrans, local and regulatory agencies. Caltrans will require 30 to 60 day review periods for major deliverables.

Products: CPM schedule showing delivery of intermediate project deliverables including standard review times for Authority, Caltrans, local and regulatory agencies. The CONSULTANT shall submit forty-five (45) bound color hard copies of the PSR/PDS and one (1) electronic copy in Microsoft word of report on compact disc (CD) or equivalent and Caltrans current version of microstation of all plan sets for each review to Caltrans.

**SECTION VI**

**FORMS**

**PARTY DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

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**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

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

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

5. A list of the members and alternates of the Board of Directors is attached.

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

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**

**Chris Norby, Chair**

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**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

Status of Past and Present Contracts Form

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

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

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

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

Name \_\_\_\_\_  
 Title \_\_\_\_\_

Date \_\_\_\_\_







*BOARD COMMITTEE TRANSMITTAL*

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Selection of a Consultant for Preparation of a Feasibility Study for Improvements to the Costa Mesa Freeway (State Route 55)

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Select Jacobs, Inc., as the top-ranked firm to prepare a feasibility study for improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91).
- B. Authorize the Chief Executive Officer to request cost proposal from Jacobs, Inc.
- C. Authorize the Chief Executive Officer to execute the final agreement.



**January 19, 2009**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Selection of a Consultant for Preparation of a Feasibility Study for Improvements to the Costa Mesa Freeway (State Route 55)

**Overview**

Consultant services are required to assist the Orange County Transportation Authority in the preparation of conceptual engineering for a segment of the Costa Mesa Freeway (State Route 55), between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91). Proposals were solicited and received for the preparation of a feasibility study in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services.

**Recommendations**

- A. Select Jacobs, Inc., as the top ranked firm to prepare a feasibility study for improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91).
- B. Authorize the Chief Executive Officer to request cost proposal from Jacobs, Inc.
- C. Authorize the Chief Executive Officer to execute the final agreement.

**Background**

The Renewed Measure M (M2) Early Action Plan calls for preparation of conceptual engineering for a segment of the Costa Mesa Freeway (State Route 55), between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91).

A feasibility study is being initiated to identify the range of operational improvements that can be implemented within the project area. The study will

consider adding new lanes, merging lanes between interchanges, and other operational improvements. The Orange County Transportation Authority (Authority) is seeking consultant services prepare the feasibility study.

***Discussion***

This procurement was handled in accordance with Authority's procurement procedures for architectural and engineering (A&E) services conforming to federal and state law. Proposals were evaluated without consideration of cost and ranked in accordance with the proposed team qualifications and the written technical proposal.

On October 6, 2008, Request for Proposals (RFP) No. 8-1235 was released and a notice was sent electronically to 2,645 consultant firms registered on CAMM NET. The solicitation was issued in accordance with current Authority policies and procedures for A&E services. A pre-proposal conference was held on October 22, 2008, with 43 attendees representing 33 firms.

Addendum No. 1 and Addendum No. 2 were issued on October 23 and 30, 2008, to post the pre-proposal conference registration sheets, to answer questions and provide clarifications, and to instruct vendors on the process to review reference documents.

On November 5, 2008, three proposals were received. An evaluation committee comprised of staff from the Authority's Strategic Planning and Contracts Administration and Materials Management Department, as well as a representative from the California Department of Transportation (Caltrans), reviewed the proposed work plans and qualifications. All proposals were evaluated on the basis of the following weighted criteria:

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

Weighting was higher for staffing and project organization because the qualifications of the project manager and other key staff are the most important criteria to the successful delivery of the project.

Based on review of the written proposals the evaluation committee found the following two firms most qualified to perform the work. The following two firms were short-listed and invited for an interview:

Name and Location

Jacobs, Inc.  
Cypress, California

Advantec, Inc.  
Diamond Bar, California

On November 19, 2008, the evaluation committee interviewed the two short-listed firms. Questions were posed to the firms regarding proposals, understanding of project requirements, and each teams' staffing resources and availability for the duration of the project. The firms' proposed project manager and key personnel had an opportunity to answer questions and explain how its proposed staffing and work plans will assure a successful project. Brief summaries of evaluation results follow for the higher ranked firms.

Qualifications of Firm

Both short-listed firms have current highway and traffic engineering experience. Jacobs, Inc., and Advantec, Inc., demonstrated in the interview its team's capability and creativity exemplified by previous project examples.

Staffing and Project Organization

Jacobs, Inc., and Advantec, Inc.'s, proposed staff have the requisite experience and have worked together demonstrating cohesiveness in past projects. During the interview phase, Jacobs, Inc., provided clear and persuasive answers to all interview questions, which included a very good discussion of limitations and challenges of the project, and discussion of specific concepts that could improve the operations of State Route (SR-55). The project team had exceptional knowledge of the project area and excellent related experience, including extensive State Route 91 (SR-91) project and public outreach experience. The subcontractors had excellent related project experience and availability. Advantec, Inc., has also assembled a very experienced team; however, its experience working together is not as established as that of the Jacobs, Inc., team.

### Work Plan

The work plans proposed by both firms conformed to the written work scope identified in the RFP. Each firm's proposed schedules were detailed, covering all major functional areas and related tasks specified in the RFP; however, Jacobs, Inc.'s, proposed work plan more effectively demonstrated a strong understanding of some of the technical engineering issues, such as how the firm would propose to address project constraints. During the interview, Jacobs, Inc., presented a clear breakdown of tasks and subtasks demonstrating a clear understanding of project needs. Advantec, Inc., in its proposal and during the interview presented a detailed outline; however, some of the proposed solutions did not take into account the Authority's goal to minimize right-of-way impacts and the work plan did not fully address additional constraints compared to other proposals.

### Fiscal Impact

This project was approved in the Authority's Fiscal Year 2008-09 Budget, Development Division, Account 0017-7519-FF002-P5K, and is funded with M2 funds.

### **Summary**

Based on the evaluation of the written proposals, the team qualifications, and information obtained from the interviews, the evaluation committee is recommending Jacobs, Inc., as the top-ranked firm. This team submitted an outstanding detailed technical proposal that was fully responsive to all requirements of the RFP. Jacobs, Inc.'s, written proposal, presentation, and answers during the interview demonstrated a thorough understanding of project issues and the various opportunities for good design that will benefit the feasibility study for improvements to SR-55.


Staff recommends that, in accordance with procurement procedures, Jacobs, Inc., as the top-ranked firm, submit a cost proposal, which will be negotiated to a firm fixed-priced agreement. Should negotiations fail, a cost proposal will be solicited from Advantec, Inc., in accordance with the procurement policies previously adopted by the Board of Directors.

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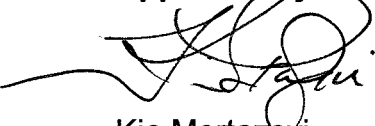
**Attachments**

- A. Review of Proposals – Request for Proposals (RFP) No. 8-1235 - Costa Mesa Freeway (State Route 55) Feasibility Study
- B. Proposal Evaluation Criteria Matrix (Short List) - Request for Proposals (RFP) No. 8-1235 - Costa Mesa Freeway (State Route 55) Feasibility Study

**Prepared by:**

  
Alison Army  
Senior Transportation Analyst,  
Project Development  
(714) 560-5537

**Approved by:**

  
Kia Mortazavi  
Executive Director, Development  
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## Review of Proposals - Request for Proposals (RFP) No. 8-1235 Costa Mesa Freeway (State Route 55) Feasibility Study

(Presented to Highways Committee - 1/19/09)

3 proposals were received, 2 firms were interviewed

Overall Ranking	Overall Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments
1	83	Jacobs, Inc. Cypress, CA	Austin-Foust Associates PBS & J Lynn Capouya PSOMAS	Highest ranked overall proposal. Excellent in-house experience. Excellent related experience working with the California Department of Transportation (Caltrans). Excellent knowledge and understanding of scope of work shown in work plan. Major investment study/project study report experience with agencies involved and knowledge of local issues. Strong project team with current experience. Strong environmental team. Highly qualified sub-contractors proposed. Great references.
2	77	Advantec, Inc. Orange, CA	CH2M Hill System Metrics Group CLR Analytics Ultra Systems	Good understanding of scope of work. Good project management qualifications. Highly qualified subcontractors proposed. Good coordination plan for Caltrans' National Environmental Protection Act delegation process. Strong relevant transportation experience. Strong project management team, team has successfully worked together on past projects. Good understanding of relevant issues.

**Evaluation Panel: (5)**

OCTA:

CAMM (1)

Development:

Strategic Planning (3)

Caltrans (1)

**Proposal Criteria**

Qualifications of Firm

Staffing and Project Organization

Work Plan

**Weight Factor**

25%

40%

35%

**Proposal Evaluation Criteria Matrix (Short List)  
Request for Proposals (RFP) No. 8-1235  
Costa Mesa Freeway (State Route 55) Feasibility Study**

<b>Firm: Jacobs, Inc.</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	4.0	4.0	4.0	4.0	4.0	5	20
Staffing/Project Organization	4.5	4.5	4.0	4.0	4.5	8	34
Work Plan	4.0	4.0	4.5	4.0	4.0	7	29
<b>Overall Score</b>	<b>84</b>	<b>84</b>	<b>84</b>	<b>80</b>	<b>84</b>		<b>83</b>
<b>Firm: Advantec, Inc.</b>							
<b>Firm: Advantec, Inc.</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	4.0	4.0	4.0	4.0	4.0	5	20
Staffing/Project Organization	3.5	4.0	4.0	3.5	4.0	8	30
Work Plan	3.5	4.0	3.5	4.0	4.0	7	27
<b>Overall Score</b>	<b>73</b>	<b>80</b>	<b>77</b>	<b>76</b>	<b>80</b>		<b>77</b>
<b>The score for the non-short listed firm was 69</b>							

**Evaluation Panel: (5)**

OCTA:

CAMM (1)

DEVELOPMENT:

Strategic Planning (3)

California Department of Transportation (1)







BOARD COMMITTEE TRANSMITTAL

January 26, 2009

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Selection of Consultants for On-Call Freeway Retrofit Soundwall Program Support

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Select the following firms as the top ranked firms to provide on-call services for the Freeway Retrofit Soundwall Program; LSA Associates, Inc., (Agreement No. C-8-1195), Parsons Transportation Group, Inc., (Agreement No. C-8-1367), Parsons Brinckerhoff (Agreement No. C-8-1368), URS (Agreement No. C-8-1369), and Willdan Group, Inc., (Agreement No. C-8-1370), in an aggregate amount not to exceed \$510,000.
- B. Authorize the Chief Executive Officer to request cost proposals LSA Associates, Inc., Parsons Transportation Group, Inc., Parsons Brinckerhoff, URS, and Willdan Group, Inc.
- C. Authorize the Chief Executive Officer to execute the final agreements.



**January 19, 2009**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Selection of Consultants for On-Call Freeway Retrofit Soundwall Program Support

**Overview**

Consultant services are required to assist the Orange County Transportation Authority to address the need for retrofit soundwalls along the Orange County freeway system. Proposals were solicited and received for on-call Freeway Retrofit Soundwall Program services in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services.

**Recommendations**

- A. Select the following firms as the top ranked firms to provide on-call services for the Freeway Retrofit Soundwall Program; LSA Associates, Inc., (Agreement No. C-8-1195), Parsons Transportation Group, Inc., (Agreement No. C-8-1367), Parsons Brinckerhoff (Agreement No. C-8-1368), URS (Agreement No. C-8-1369), and Willdan Group, Inc., (Agreement No. C-8-1370), in an aggregate amount not to exceed \$510,000.
- B. Authorize the Chief Executive Officer to request cost proposals from LSA Associates, Inc., Parsons Transportation Group, Inc., Parsons Brinckerhoff, URS, and Willdan Group, Inc.
- C. Authorize the Chief Executive Officer to execute the final agreements.

**Background**

The Freeway Retrofit Soundwall Program (Soundwall Program) is a voluntary program created by the Orange County Transportation Authority (OCTA) to help address residential neighborhood concerns with general freeway noise.

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This program is in addition to noise mitigation measures planned and/or constructed as part of individual freeway improvement projects.

Although not required by state or federal rules, the Soundwall Program provides a process for evaluating freeway noise concerns and developing "retrofit" soundwall projects; however, the voluntary nature of this program means that the funding options are limited. For example, this program is ineligible for federal highway funding. Retrofit soundwalls can be funded with limited state highway funding once the project meets state requirements and the state allocates the funding. In addition, OCTA must prioritize the use of state transportation funds for retrofit soundwalls in conjunction with other highway funding needs.

The development of a freeway retrofit soundwall project is a multi-step process comprised of studies on feasibility and cost effectiveness, ranking for implementation, and ultimately, design and construction.

### ***Discussion***

Consultant services for on-call Soundwall Program support are required. The contracts awarded under this procurement will be tasked to prepare Noise Barrier Scope Summary Reports (NBSSR), which includes preliminary noise studies for various residential locations adjacent to Orange County freeways. The NBSSR determines whether a proposed soundwall would be able to achieve the necessary noise reduction pursuant to the soundwall policies. These services are conducted to determine noise barrier eligibility under the OCTA Freeway Retrofit Soundwall Policy and Process.

The awarded contracts will have an 18-month term with two one-year options. The agreements will be on a contract task order (CTO) basis. The firms will be requested to submit a technical and price proposal for the work requested. The proposal will be reviewed and will be awarded on a competitive basis.

This procurement was handled in accordance with OCTA procedures for architectural and engineering services conforming to federal and state law. Proposals were evaluated without consideration of cost, and ranked in accordance with the proposed team qualifications and the written technical proposal.

On September 22, 2008, Request for Proposals (RFP) No. 8-1195 was released and a notice was sent electronically to 2,240 consultant firms registered on CAMM NET. A pre-proposal conference was held on October 7, 2008, with 25 attendees representing 23 firms.

Addendum No. 1 and Addendum No. 2 were issued on October 9 and October 16, 2008, respectively to respond to questions submitted by the firms and for administrative changes.

On October 22, 2008, 11 proposals were received. An evaluation committee comprised of staff from OCTA's Strategic Planning, Highway Project Delivery, and Contracts Administration and Materials Management Department, as well as a representative from the California Department of Transportation (Caltrans) reviewed the proposed work plans and staffing qualifications. All proposals were evaluated on the basis of the following weighted criteria:

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

Weighting was higher for staffing and work plan because past experience has shown that this type of project was heavily impacted by the staffing and design services skills, knowledge, and experience to effectively develop a plan and execute the task.

Based on review of the written proposals, the evaluation committee found the following five firms as most qualified to perform the work and short-listed them for interviews:

Firm and Location

LSA Associates, Inc.  
Irvine, California

Parsons Brinckerhoff  
Orange, California

Parsons Transportation Group, Inc.  
Pasadena, California

URS  
Irvine, California

Willdan Group, Inc.  
Anaheim, California

On November 12, 2008, the evaluation committee interviewed the five short-listed firms. Questions were posed to the firms regarding proposals, understanding of project requirements, and each team's staffing resources and availability for the duration of the project. The firms' proposed project managers and key personnel present had an opportunity to answer questions and explain how the proposed staffing and work plans will assure a successful project. Brief summaries of evaluation results follow for the higher ranked firms.

#### Qualifications of Firms

All five firms being recommended demonstrated very good experience in preparing noise barrier scope summary reports. Each firm demonstrated in the interview its team's understanding of the industry standards and displayed opportunities for innovation exemplified by actual previous examples.

#### Staffing and Project Organization

The proposed staff of the five firms have the requisite experience and have worked together demonstrating cohesiveness in past projects. Each firm's proposed key staff had strong credentials with proven track record of successfully delivered projects. LSA Associates, Inc., and Parsons Transportation Group, Inc., in particular, had key in-house expertise whose past performance was rated excellent. In the presentation, all the firm's team members demonstrated an outstanding comprehension of the requirements of the scope of work.

#### Work Plan

The work plans proposed by all five firms conformed to the written work scope identified in the RFP. Each firms' proposed schedules were detailed, covering all major functional areas and related tasks specified in the RFP; however, LSA Associates, Inc., and Parsons Transportation Group, Inc., proposed work plans approached the project in a detailed and clearly logical manner compared to the other firms. The other three firms approached the project in a manner that satisfactorily portrayed its familiarity with OCTA and Caltrans requirements.

Based on the evaluation of the written proposals, the team qualifications, and information obtained from the interviews, it is recommended that all five firms be awarded a CTO based contract. OCTA will, on a competitive basis, issues CTOs for specific work requirements. The resources provided through these on-call contracts will enable OCTA to successfully manage the Soundwall Program.

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**Fiscal Impact**

This project was approved in OCTA's Fiscal Year 2008-09 Budget, Development Division, accounts 1752-7519-A0001-GDX (\$310,000) and 1752-7519-A0001-GDY (\$200,000), totaling \$510,000. The sole funding source for this project is the State Transportation Improvement Program.

**Summary**

Based on the information provided, staff recommends award of CTO agreements to the five firms identified to provide on-call Soundwall Program support, in an amount not to exceed \$510,000.

**Attachments**

- A. Review of Proposals - Request for Proposals (RFP) No. 8-1195 - Soundwalls Noise Barrier Consultant Services
- B. Proposal Evaluation Criteria Matrix (Short List) - Request for Proposals (RFP) No. 8-1195 - Soundwalls Noise Barrier Consultant Services

**Prepared by:**



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**Approved by:**



Kia Mortazavi  
Executive Director, Development  
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## Review of Proposals - Request for Proposals (RFP) No. 8-1195 Soundwalls Noise Barrier Consultant Services

(Presented to Highways Committee - 1/19/09)

11 proposals were received, 5 firms were interviewed

Overall Ranking	Overall Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments
1	92	Parsons Transportation Group, Inc. Pasadena, CA	Leighton Consulting Paleo Consulting	Highest ranked overall proposal. Excellent in-house experience. Excellent related experience. Excellent knowledge and understanding of scope of work shown in work plan. Strong project and environmental team with current experience. Very good proposal which was strongly reinforced during the interview. Great references.
2	89	LSA Associates, Inc. Irvine, CA	Earth Mechanics RBF Consulting	Excellent related experience. Very good project management qualifications. Work plan showed an excellent understanding of scope of work. Strong project management team, team has successfully worked together on past projects. The firms interview and presentation demonstrated its understanding of local issues and requirements.
3	88	Parsons Brinckerhoff Orange, CA	Arellano Associates Coast Surveying Earth Mechanics	Excellent project management qualifications. Very good organizational structure. Good related experience. Work plan and interview demonstrated a thorough understanding of scope of work. Strong and cohesive project management team.
4	83	URS Irvine, CA	PSOMAS Tatsumi and Partners	Very good in-house experience. Good past performance. Work plan demonstrated a thorough understanding of scope of work. Strong project team with current highway experience but not much noise study experience. Highly qualified subcontractors proposed.
5	80	Willdan Group, Inc. Anaheim, CA	Wieland Acoustics	Very good experience that is extensive and relevant. The interview revealed a competent team. Good past experience working with the California Department of Transportation (Caltrans) and the Orange County Transportation Authority (OCTA). Work plan showed a thorough understanding of scope of work. Strong project management team. Lots of resources available to draw from.

**Evaluation Panel: (5)**

OCTA:  
 CAMM (1)  
 Development  
     Strategic Planning (2)  
     Highway Project Delivery (1)  
 Caltrans (1)

**Proposal Criteria**

Qualifications of Firm  
 Staffing and Project Organization  
 Work Plan

**Weight Factor**

25%  
 40%  
 35%



**Proposal Evaluation Criteria Matrix (Short List)  
Request for Proposals (RFP) No. 8-1195 - Soundwalls Noise Barrier Consultant Services**

<b>Firm: Parsons Transportation Group, Inc.</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	24
Staffing/Project Organization	4.5	4.5	4.5	4.5	4.5	8	36
Work Plan	4.5	4.5	4.5	5.0	5.0	7	33
<b>Overall Score</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>96</b>	<b>96</b>		<b>92</b>

<b>Firm: LSA Associates, Inc.</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	24
Staffing/Project Organization	4.5	4.0	4.5	4.0	4.5	8	34
Work Plan	4.0	4.5	4.0	4.5	5.0	7	31
<b>Overall Score</b>	<b>87</b>	<b>86</b>	<b>87</b>	<b>89</b>	<b>96</b>		<b>89</b>

<b>Firm: Parsons Brinckerhoff</b>						<b>Weights</b>	<b>Criteria Score</b>
<b>Eval Number</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>		
Qualifications of Firm	4.5	4.0	4.5	5.0	4.0	5	22
Staffing/Project Organization	4.5	4.5	4.5	4.5	4.5	8	36
Work Plan	4.0	4.0	4.0	4.5	4.5	7	29
<b>Overall Score</b>	<b>87</b>	<b>84</b>	<b>87</b>	<b>93</b>	<b>88</b>		<b>88</b>

<b>Firm: URS</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	4.0	4.0	4.0	4.0	4.0	5	20
Staffing/Project Organization	4.0	4.0	4.0	4.5	4.0	8	33
Work Plan	4.5	4.0	4.0	4.5	4.5	7	30
<b>Overall Score</b>	<b>84</b>	<b>80</b>	<b>80</b>	<b>88</b>	<b>84</b>		<b>83</b>

<b>Firm: Willdan Group, Inc.</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	4.0	4.0	4.0	4.5	4.5	5	21
Staffing/Project Organization	4.0	4.0	4.0	4.0	4.0	8	32
Work Plan	4.0	3.5	3.5	4.5	4.0	7	27
<b>Overall Score</b>	<b>80</b>	<b>77</b>	<b>77</b>	<b>86</b>	<b>83</b>		<b>80</b>

Scores for the non-short listed firms ranged from 72 to 44

**Evaluation Panel: (5)**

OCTA:

CAMM (1)

Development

Strategic Planning (2)

Highway Project Delivery (1)

California Department of Transportation (1)





BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Design Services Agreement for the Orange Freeway (State Route 57) Northbound Widening Between Yorba Linda Boulevard and Lambert Road Project

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-1247 between the Orange County Transportation Authority and CH2M HILL, in an amount not to exceed \$430,346, for additional design services to widen the northbound Orange Freeway (State Route 57) between Yorba Linda Boulevard and Lambert Road, bringing the total contract value to \$5,759,057.



**January 19, 2009**

**To:** Highways Committee

**From:** Arthur T. Leahy, Chief Executive Officer

**Subject:** Amendment to Design Services Agreement for the Orange Freeway (State Route 57) Northbound Widening Between Yorba Linda Boulevard and Lambert Road Project

**Overview**

On October 5, 2007, the Orange County Transportation Authority Board of Directors approved Agreement No. C-7-1247 with CH2M HILL for preparation of the final design plans, specifications, and estimates for the northbound widening project on the Orange Freeway (State Route 57) between Yorba Linda Boulevard and Lambert Road. Additional design services are needed to reduce construction costs.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-1247 between the Orange County Transportation Authority and CH2M HILL, in an amount not to exceed \$430,346, for additional design services to widen the northbound Orange Freeway (State Route 57) between Yorba Linda Boulevard and Lambert Road, bringing the total contract value to \$5,759,057.

**Background**

Improvements to the northbound Orange Freeway (State Route 57) between Yorba Linda Boulevard and Lambert Road were included in the Renewed Measure M freeway program. This project was also selected to be in the State of California's Corridor Mobility Improvement Account (CMIA) program. The Orange County Transportation Authority (Authority) is preparing plans, specifications, and estimates at this time to comply with the funding timetables of the CMIA program. The CMIA funds are expected to be matched with Measure M funds. The proposed improvements for this project consist of the addition of a fifth mixed-flow lane and auxiliary lanes.

***Discussion***

At the time the project was being proposed by the Authority for CMIA funding, the project cost was estimated based on a preliminary cost estimate in the draft project report (DPR). Upon completion of the 35 percent design plans, specifications, and estimates, it has become evident that the project costs were underestimated in the DPR. Therefore, staff identified project cost savings measures to reduce the total construction costs by approximately \$12 million. However, to achieve savings of \$12 million in construction, it is necessary to make some design modifications. The modifications are as follow:

- Eliminate the 4-foot high-occupancy vehicle buffer
- Eliminate widening of Lambert Road bridge
- Eliminate the seismic retrofit of the southbound bridges

These design modifications will not impair the safety, operation, or function of the facility. This amendment will compensate the consultant for design modifications effort.

Staff has coordinated the design modifications effort with the California Department of Transportation and working cooperatively have identified schedule mitigation measures to absorb the one-month delay due to modifications in order to maintain CMIA construction start date of September 1, 2010.

Authority staff requested a proposal from CH2M HILL to perform this additional work and has negotiated the price of \$430,346. The original agreement, awarded on October 5, 2007, was in the amount of \$5,328,711. After approval of Amendment No. 1 to Agreement No. C-7-1247, the total contract amount will be \$5,759,057. The new contract value is within the amount budgeted for the final design of this project.

**Fiscal Impact**

The additional work described in Amendment No. 1 to Agreement No. C-7-1247 was approved in the Authority's Fiscal Year 2008-09 Budget, Development Division, Account 0017-7519-FG103-HGU, and is funded through Renewed Measure M.

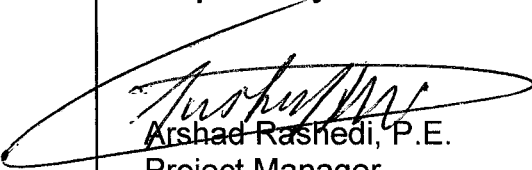
***Summary***

Staff requests approval of Amendment No. 1 to Agreement No. C-7-1247 with CH2M HILL, in the amount of \$430,346, for design modifications efforts to reduce project construction costs by approximately \$12 million.

***Attachment***

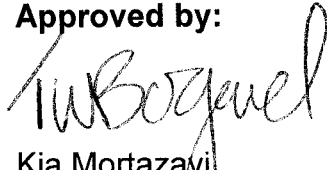
- A. CH2M HILL Agreement No. C-7-1247 Fact Sheet

**Prepared by:**



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**Approved by:**



Kia Mortazavi  
Executive Director, Development  
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**CH2M HILL  
Agreement No. C-7-1247 Fact Sheet**

1. October 5, 2007, Agreement No. C-7-1247, \$5,328,711, approved by the Board of Directors.
  - Provide professional and technical consultant services for the development of plans, specifications, and estimates for the improvement project on the Orange Freeway (State Route 57) northbound widening between Yorba Linda Boulevard and Lambert Road.
  
2. January 26, 2009, Amendment No. 1 to Agreement No. C-7-1247, \$430,346, pending approval by the Board of Directors.
  - Provide additional design modifications services to reduce construction costs.

Total committed to CH2M HILL after approval of Amendment No. 1 to Agreement No. C-7-1247: \$5,759,057.







*BOARD COMMITTEE TRANSMITTAL*

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** 2009 Technical Steering Committee Membership

Highways Committee Meeting of January 19, 2009

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

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Approve the proposed 2009 Technical Steering Committee membership roster.



*January 19, 2009*

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** 2009 Technical Steering Committee Membership

***Overview***

The Orange County Transportation Authority Technical Advisory Committee provides feedback and direction on many streets and roads related items, including the allocation of the Combined Transportation Funding Program funds, and relies on a Technical Steering Committee to provide guidance on major technical issues. The Technical Steering Committee members serve two-year terms, four seats are up for reappointment, and a 2009 roster is presented for review and approval.

***Recommendation***

Approve the proposed 2009 Technical Steering Committee membership roster.

***Background***

The Orange County Transportation Authority (OCTA) Technical Advisory Committee (TAC) was established under enabling legislation for the former Orange County Transportation Commission. The TAC provides technical advice on issues pertaining to streets and roads programs and improvements. The TAC also reviews and approves portions of the Measure M eligibility information submitted by local agencies. The TAC is comprised of representatives from all Orange County cities, the County of Orange, the California Department of Transportation, and the Transportation Corridor Agencies. The TAC uses a Technical Steering Committee (TSC) to review and discuss major technical issues prior to submittal to the full TAC.

The TSC consists of nine voting members nominated by the TAC and approved by the Board of Directors (Board). There is one position for each of Orange County's five supervisorial districts, two at-large positions, and the TAC chairman and vice-chairman. Current policy states these members

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serve two-year terms, with the exception of one-year terms for the chairman and vice-chairman. Further policy direction requires:

- There shall be no more than two representatives from any one district, exclusive of the chairman and vice-chairman positions.
- There will be a balance between small and large jurisdictions (small jurisdictions defined as those with populations less than 62,000) and consideration will be given to geographic balance between north and south County. Consideration will also be given to provide a balance of large and small cities between the chairman and vice-chairman positions.

During the past year, the TSC provided guidance and approved funding for the Combined Transportation Funding Program call for projects. Anticipated topics for 2009 include selection of additional signal synchronization corridors and guideline development for the Renewed Measure M programs, such as the Regional Capacity Program.

### ***Discussion***

This year six regular TSC positions are open for consideration: chairman, vice-chairman, Second and Fourth districts, and two at-large. Historically, the vice-chairman has moved to chairman, which reduces the number of open positions to five. Consistent with Board-approved policies, the Second and Fourth districts and at-large members will be selected for two-year terms on the TSC, and the chairman and vice-chairman serve for one-year terms.

In October 2008, OCTA solicited letters of intent from local jurisdictions to fill the vacancies for 2009. In accordance with the guidelines, the president of the City Engineers Association of Orange County, along with the chairman and vice-chairman of the TAC reviewed candidate letters of interest and prepared a list of proposed nominations. In developing the proposed roster, several issues were considered: receipt of a limited number of letters of intent, attendance and participation in TAC meetings over the previous year, maintaining a balance of small and large agency representation, and a limitation on the number of representatives from one district. Though the small/large city balance appears disproportionate, two of the cities classified as "large" are just over the threshold. These will represent the issues and concerns of the smaller cities and fulfill the intent of the guidelines in this respect. Consistent with the OCTA Board-approved guidelines and the past practice of the vice-chairman assuming the chairman position, a recommended 2009 TSC membership roster is presented in Attachment A. The full TAC reviewed and approved the roster in December 2008 and recommended submission to the Board for its consideration and approval.

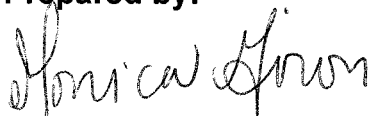
**Summary**

The TSC provides guidance and direction on major technical issues before it is presented to the full TAC. The TSC members serve two-year terms with the exception of the chairman and vice-chairman (one-year terms). There are six positions up for reappointment in the current year. A recommended roster for the 2009 TSC is offered by the TAC for approval by the Board.

**Attachment**

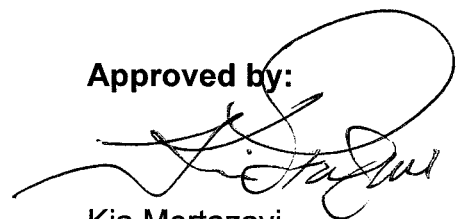
- A. 2009 Technical Steering Committee List (With Vacancies)

**Prepared by:**



Monica Giron  
Transportation Analyst  
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**Approved by:**



Kia Mortazavi  
Executive Director, Development  
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2009 Technical Steering Committee List (With Vacancies)

2008 Technical Steering Committee Membership						
NAME	AGENCY	POPULATION	MEDIAN POPULATION SIZE	DISTRICT	NORTH/ SOUTH	SEAT EXPIRES
Don Hoppe	Fullerton	137,437	Large	Chairman	South	2008
Ken Rosenfield	Laguna Hills	33,421	Small	Vice-Chairman	South	2008
James Ross	Santa Ana	353,184	Large	1	North	2009
Mark Lewis	Fountain Valley	57,925	Small	2	North	2008
Manuel Gomez	Irvine	209,806	Large	3	North	2009
James Biery	Buena Park	82,768	Large	4	North	2008
Ken Montgomery	Laguna Niguel	66,877	Large	5	South	2009
Ignacio Ochoa	County of Orange	122,032	Large	At-Large	N/S	2008
Ismile Noorbaksh	La Palma	16,176	Small	At-Large	North	2008

2009 Technical Steering Committee Membership (Proposed)						
NAME	AGENCY	POPULATION	MEDIAN POPULATION SIZE	DISTRICT	NORTH/ SOUTH	SEAT EXPIRES
Ken Rosenfield	Laguna Hills	33,421	Small	Chairman	South	2009
<b><i>Mark Lewis</i></b>	<b><i>Fountain Valley</i></b>	<b><i>57,925</i></b>	<b><i>Small</i></b>	<b><i>Vice-Chairman</i></b>	<b><i>North</i></b>	<b><i>2009</i></b>
James Ross	Santa Ana	353,184	Large	1	North	2009
<b><i>Travis Hopkins</i></b>	<b><i>Huntington Beach</i></b>	<b><i>201,993</i></b>	<b><i>Large</i></b>	<b><i>2</i></b>	<b><i>North</i></b>	<b><i>2010</i></b>
Manuel Gomez	Irvine	209,806	Large	3	North	2009
<b><i>Don Hoppe</i></b>	<b><i>Fullerton</i></b>	<b><i>137,437</i></b>	<b><i>Large</i></b>	<b><i>4</i></b>	<b><i>North</i></b>	<b><i>2010</i></b>
Ken Montgomery	Laguna Niguel	66,877	Large	5	South	2009
<b><i>Natalie Meeks</i></b>	<b><i>Anaheim</i></b>	<b><i>346,823</i></b>	<b><i>Large</i></b>	<b><i>At-Large</i></b>	<b><i>North</i></b>	<b><i>2010</i></b>
<b><i>Jim Biery</i></b>	<b><i>Buena Park</i></b>	<b><i>82,768</i></b>	<b><i>Large</i></b>	<b><i>At-Large</i></b>	<b><i>North</i></b>	<b><i>2010</i></b>

Proposed 2009 new members are bolded and in italics





BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Proposition 116 Intercity/Commuter Rail Program of Projects Application

Transportation 2020 Committee Meeting of January 19, 2009

**Present:** Directors Amante, Brown, Buffa, Campbell, Cavecche, Dixon, and Pringle  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Authorize the Chief Executive Officer to submit an application for the remaining Proposition 116 funding (\$121.3 million) for commuter and intercity rail corridor improvements identified in this report.
- B. Authorize staff to submit an amendment to the 2008 State Transportation Improvement Program, contingent on approvals of the Proposition 116 application and allocations by the California Transportation Commission and bond sales by the Pooled Money Investment Board.
- C. Authorize staff to prepare and submit any necessary programming documents including amendments to the Regional Transportation Improvement Program and execute any necessary agreements to facilitate the actions above.



*January 19, 2009*

**To:** Transportation 2020 Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Proposition 116 Intercity/Commuter Rail Program of Projects Application

**Overview**

In 1990, the City of Irvine received an earmark of \$125 million in state Proposition 116 funding for construction of a guideway demonstration project. The City of Irvine is revisiting the guideway project concept and is supportive of an alternate transportation investment program that benefits the commuter and intercity rail corridor in Orange County. With Board of Directors approval, the Orange County Transportation Authority will submit an application for the remaining \$121.3 million of Proposition 116 funds to the California Transportation Commission for commuter and intercity rail corridor improvements in Orange County.

**Recommendations**

- A. Authorize the Chief Executive Officer to submit an application for the remaining Proposition 116 funding (\$121.3 million) for commuter and intercity rail corridor improvements identified in this report.
- B. Authorize staff to submit an amendment to the 2008 State Transportation Improvement Program, contingent on approvals of the Proposition 116 application and allocations by the California Transportation Commission and bond sales by the Pooled Money Investment Board.
- C. Authorize staff to prepare and submit any necessary programming documents including amendments to the Regional Transportation Improvement Program and execute any necessary agreements to facilitate the actions above.

**Background**

In 1990, through the Proposition 116 Clean Air and Transportation Act, the City of Irvine (City) received an earmark of \$125 million in Proposition 116 funding



from the State of California for construction of a guideway demonstration project (Public Utilities Code [PUC] 99645). Approximately \$121 million remains of the original earmark, and according to PUC 99684, if the funds are not encumbered prior to July 1, 2010, the legislature may reallocate the funds for other passenger rail projects in the state. The Orange County Transportation Authority (OCTA) and the City want to move forward with a Proposition 116 funding application for the remaining funds, and PUC 99653 allows the funds to be allocated elsewhere along the corridor.

**Discussion**

The City is revisiting the Irvine Guideway Demonstration Project and is supportive of an alternate program that benefits the commuter and intercity rail corridor in Orange County. Proposition 116 funds must be matched dollar-for-dollar with local funds, and OCTA proposes to use the remaining \$121 million in Proposition 116 funds for the following \$272 million program of projects.

Proposed 116 Program of Projects: Orange County Commuter/Intercity Rail Program of Improvements.

*(thousands of dollars)*

Project	Costs	Prop. 116	Local	Other State
Fullerton Transportation Center parking structure*	\$ 31,969	\$ 14,610	\$ 14,610	\$ 2,750
Tustin Rail Station parking expansion*	\$ 16,500	\$ 8,250	\$ 8,250	
Sand Canyon Avenue grade separation**	\$ 52,007	\$ 22,004	\$ 22,004	\$ 8,000
Anaheim Regional Intermodal Transportation Center Track expansion & grade crossing improvements***	\$ 114,536	\$ 57,268	\$ 57,268	
	\$ 56,880	\$ 19,169	\$ 19,169	\$ 18,542
TOTAL:	\$ 271,892	\$ 121,300	\$ 121,300	\$ 29,292

\* Projects currently included in 2008 State Transportation Improvement Program (STIP).

\*\* Also included in 2008 STIP. Local funds for Sand Canyon include \$14 million from the City for the Sand Canyon Avenue grade separation. Other local funds from Measure M sales tax measure.

\*\*\* Orange County Line and Olive Subdivision

These projects are currently in the project development process and can meet the legislative target for contract encumbrance by July 1, 2010. This program of projects also has substantial intercity and commuter rail benefits, which is an important legislative directive tied to the Proposition 116 funds. For example, the track expansion project includes additional sidings and turn around tracks in Fullerton and Laguna Niguel along with other major track elements, and the grade crossing improvements will improve safety along the Los Angeles-San Diego-San Luis Obispo rail corridor. More detailed project descriptions are provided in Attachment A.

The \$121 million of local matching funds for this program consist of:

Local Match	
Source	Amount
Measure M	\$38 million
Renewed Measure M (M2)	\$69 million
City of Irvine funds	\$14 million
Total	\$121 million

**2008 STIP Changes**

This Proposition 116 program of projects will partially replace \$76 million of existing programming in the 2008 STIP for the Fullerton Transportation Center parking structure (\$29 million), Tustin Rail Station parking expansion (\$17 million), and the Sand Canyon Avenue grade separation (\$30 million). OCTA will also request an amendment to the 2008 STIP to reprogram the \$76 million of STIP funds (transit) to fiscal year 2012-13 for the following intercity/commuter rail projects:

- Second track, Avery Parkway to La Zanja Street - \$24 million
- Laguna Niguel/Mission Viejo Station parking expansion - \$27 million
- Anaheim Canyon Station, second track and platform improvements - \$25 million

These projects can be added to the 2008 STIP since each project will have an approved project study report (PSR) by early 2009. Under state law, projects submitted for the STIP must have an approved PSR at the time of the programming request (Government Code 14527(g)). In addition to meeting the STIP requirements, these projects also have a substantial intercity and commuter rail benefit which potentially improves the overall application package to the state.

**State Budget Crisis and Bond Sales**

Proposition 116 funds are general obligation bonds secured by the state general fund. The current state budget crisis is impacting all bond-funded activities in the state and may impact the proposed Proposition 116 program. Proposition 116 funds are approved in a multi-step process that includes approval by the California Transportation Commission (CTC) for the application/allocation of funds, the approval of the bond sales by the state Pooled Money Investment Board (PMIB), and the deposit of the bond proceeds into the state Pooled Money Investment Account (PMIA). The State Treasurer chairs the PMIB, which also

includes the State Controller and the State Director of Finance. In an effort to preserve the state's cash resources during the current budget crisis, on December 17, 2008, the PMIB voted to freeze disbursements from PMIA funds for all bond-funded programs. This action could delay the sale of Proposition 116 bonds for the program of projects discussed.

As a result, the staff recommendation for the Proposition 116 program of projects and 2008 STIP amendment described above is contingent on CTC approval and the PMIB approving the sale of the Proposition 116 bonds. If the PMIB does not approve the bond sales by March 2009, staff will return to the Board of Directors (Board) with revised recommendations for the Proposition 116 and related 2008 STIP amendment.


***Summary***

A program of projects is recommended for the remaining Proposition 116 funds, and staff is requesting the Board to endorse the program and authorize the Chief Executive Officer to submit the funding application to the CTC. The target date for the application/allocation approval by CTC is February/March 2009. Staff also recommends approval of a subsequent 2008 STIP amendment that would replace \$76 million in existing programming with an alternative set of projects. Both requests are contingent on CTC approval as well as bond sales by the state.

***Attachment***

- A. Orange County Commuter/Intercity Rail Program of Improvements Project Descriptions

**Prepared by:**

  
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**Approved by:**

  
Kia Mortazavi  
Executive Director, Development  
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## Orange County Commuter/Intercity Rail Program of Improvements Project Descriptions

### *Proposition 116 Program of Projects:*

#### Fullerton Transportation Center Parking Structure

The Fullerton Transportation Center is located at 120 East Santa Fe Avenue and bounded by Harbor Boulevard on the west, Lemon Street on the east, Commonwealth Avenue on the north, and Walnut Avenue on the south in the City of Fullerton. The station has two platforms, a pedestrian bridge, on-site restaurant, restrooms, passenger waiting area with shade structures, bus stop and layover zone, and 600 surface parking spaces. Projected parking demand for the station demonstrates a need for more than 800 new spaces by 2030. This project will increase parking capacity to more than 1400 parking spaces.

#### Tustin Rail Station

The Tustin Rail Station site is 3.7 acres and is located at the intersection of Edinger Avenue and Jamboree Road in the City of Tustin (City). The station has two platforms, a pedestrian tunnel, bus stop and layover zone, passenger drop off area, and 317 parking spaces. Projected parking demand for the station by 2030 is more than 600 spaces. The proposed parking structure will provide 825 spaces on the existing site of the surface lot.

#### Sand Canyon Avenue Grade Separation

This project proposes to eliminate the existing at grade railroad crossing. The roadway will be reconstructed below the existing railroad tracks. Approximately 64 trains (22 Amtrak, 36 Metrolink, and 6 freight) traverse the Sand Canyon Avenue grade crossing each day. The current average daily traffic is approximately 23,400 vehicles per day, forecast to be approximately 60,500 per day by 2030. This project will provide operational, safety, and air quality benefits.

#### Anaheim Regional Transportation Intermodal Center (ARTIC)

ARTIC is envisioned to be a regional transportation gateway for Orange County. OCTA and the City of Anaheim (City) are working collaboratively on the continued development of ARTIC. ARTIC will be integrated into a joint mixed-use development in the City.

ARTIC will become a gateway to Orange County, a destination for tourists and those that live and work in the region, a point of origin for local and regional commuters, and a place to transfer between modes of transportation. ARTIC will be a destination in itself

with integration of mixed-use development including retail and office with multimodal access.

ARTIC is proposed to be built in a phased, 20-year effort, with each phase coinciding with new and/or expansion of transportation services. Development of the ARTIC facility is anticipated as an opportunity for potential joint development and other private sector cost sharing and/or revenue sharing arrangements.

The first phase is defined as the minimum transit center and transit supporting facilities necessary to relocate the existing station to the ARTIC site and to support existing transit services (rail and non-rail), as well as to accommodate future transit services such as the planned Metrolink Service Expansion Program, planned bus rapid transit, and other fixed-route services. Phase 1 will also accommodate transit-oriented retail, mixed-use commercial development, and civic space. Phase 1 is planned to focus on preparing the site infrastructure to accommodate additional conventional rail passenger services.

#### Metrolink Service Expansion Program (MSEP) and Grade Crossing Improvements

The MSEP will add track capacity and improve safety for the Metrolink service to provide 30-minute commuter train service in both directions between Fullerton and Laguna Niguel.

The track improvements will result in a substantial increase in train service. Metrolink currently operates 70 trains per day. With the track expansion project, the service will run an additional 66 commuter trains per day. Several additional Metrolink, Amtrak, and Burlington Northern Santa Fe trains are also projected to be added to this number. With the successful implementation of the MSEP in Orange County, more than 146 trains are expected to operate over the Orange County Line (OCL) each weekday. These additional trains represents a 208 percent increase in Metrolink service and a 131 percent increase in the total passenger train volume along the Los Angeles – San Diego rail corridor over the next two years. At that traffic level, the OCL will become one of the busiest two-main-track rail corridors in the nation.

The MSEP, at final design now includes the following major project components, listed in geographical order from north to south:

- Fullerton turn around facility
- Anaheim layover facility
- Control Point (CP) stadium universal crossovers
- Orange relief siding
- CP Lincoln Avenue universal crossovers including CP 4<sup>th</sup> Street
- Laguna Niguel turn around facility
- Upgrade train control/station communications
- Signal respacing

The Metrolink Grade Crossing Safety Improvement Program will enhance rail safety at 52 intersections throughout Orange County. This program is the first comprehensive effort to enhance grade crossing and establish quiet zones. These enhancements will benefit thousands of commuter rail riders through enhanced safety features at rail crossings, which allows the commuter trains to move safely through Orange County communities and contributes to the ability to safely increase service to 30-minute frequencies between Fullerton and Laguna Niguel.

Significant features of the Orange County Grade Crossing Safety Improvement Program include:

- Installation of exit gate assembly, as required
- Installation of swing gate assembly
- Installation of automatic pedestrian gates
- Installation of pedestrian truncated domes
- Installation/modification of median islands
- Street profile adjustments
- Signing and striping, where appropriate
- Regulatory and warning traffic signs
- Installation of concrete railroad crossing panels, where appropriate
- Installation of asphalt concrete pavement, where appropriate
- Installation of new and protect existing chain link fence and gate, where appropriate
- Verification of existing right-of-way and related encroachments
- Railroad and traffic signal improvements, as required

#### *State Transportation Improvement Program of Projects:*

##### Second Track, Avery Parkway to La Zanja Street

The second track, Avery Parkway to La Zanja Street project, will add approximately 2.8 miles of new second main track adjacent to the existing main track on the OCL. North of the proposed project is existing mainline that is double tracked from Laguna Niguel to Los Angeles. This proposed project ends just north of the San Juan Capistrano train station.

It is anticipated that this project will be completely within the existing OCTA right-of-way. It will require the construction of a new bridge parallel to the existing bridge over Trabuco Creek and the addition of a second track at one private crossing and two public crossings (currently these are single track crossings).

##### Laguna Niguel/Mission Viejo Station Parking Expansion

The Laguna Niguel/Mission Viejo Metrolink Station will be the southern terminus of the Metrolink service expansion project and thus will place greater patron demands on the station with respect to parking, amenities, and pedestrian accessibility. The existing

station has approximately 300 spaces. Projected parking demand for the station demonstrates a need for more than 800 new spaces by 2030. This project will increase parking capacity to more than 1100 parking spaces. This project will also include street improvements consisting of the replacement of a vehicular traffic turn around area and landscaping due to the additional track work and platform modifications that will take place with the expansion project. The project includes addition of restrooms and shade structures at the station as well as upgrading the existing elevator system.

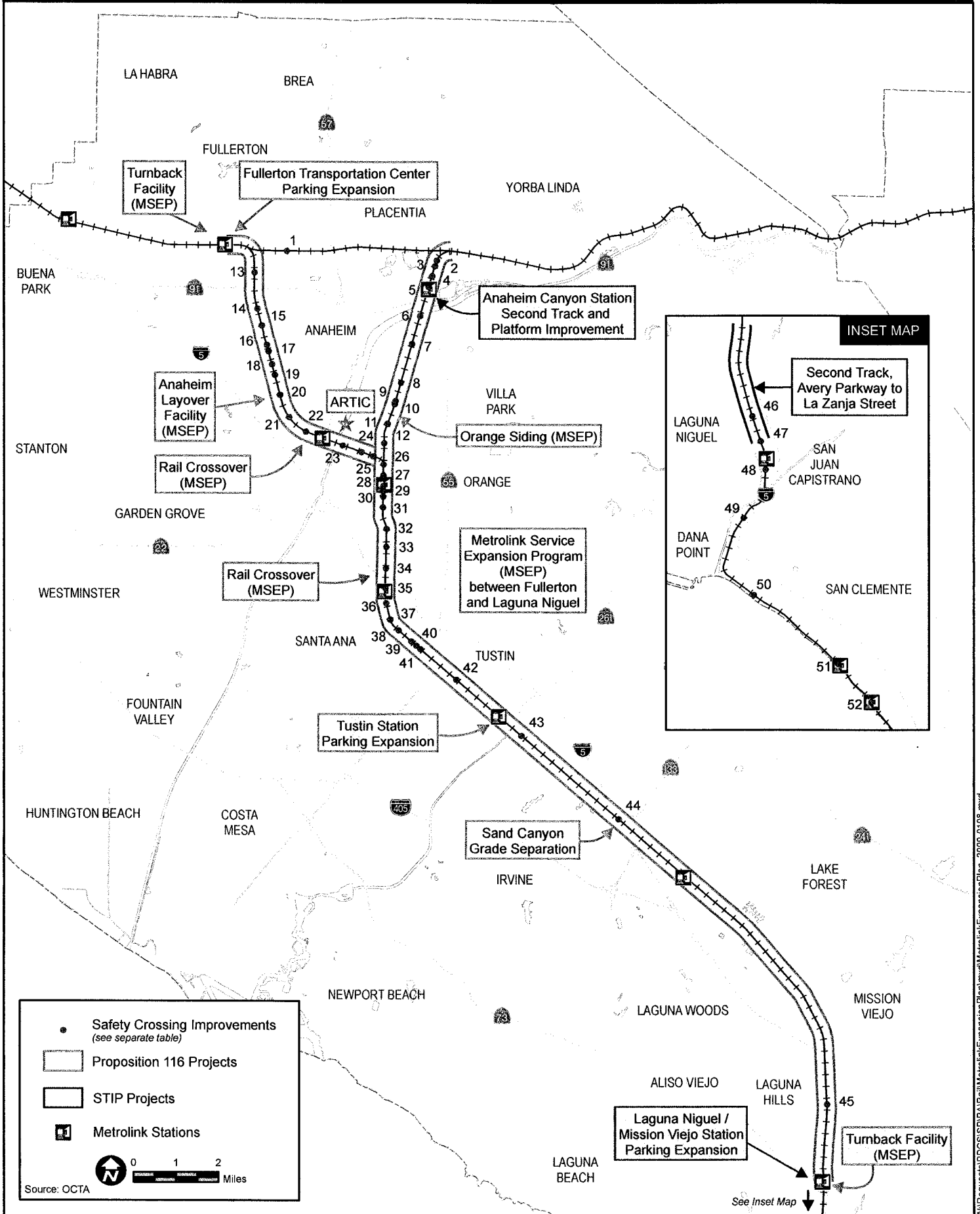
### Anaheim Canyon Station, Second Track and Platform Improvements

The Anaheim Canyon Station will be a multi-modal transit center that will accommodate Metrolink commuter rail service, OCTA express and local bus service, StationLink shuttle service, and Anaheim Resort Transit. A number of key elements are needed at the station including:

- Two side platforms, 680 feet in length
- A pedestrian undercrossing
- Four bus bays in front of the station
- Four “kiss-and-ride” bays which allow for passenger pick-up and drop-off
- A minimum of 100 parking spaces
- Enhanced shelters, benches, and other furniture



# Orange County Commuter / Intercity Rail Program of Projects







**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Fourth Quarter 2009 Debt and Investment Report

**Overview**

The California Government Code authorizes the Orange County Transportation Authority Treasurer to submit a quarterly investment report detailing the investment activity for the period. This investment report covers the fourth quarter of 2008, October through December, and includes a discussion on the Orange County Transportation Authority's debt portfolio.

**Recommendation**

Receive and file the Quarterly Investment Report prepared by the Treasurer as an information item.

**Background**

The Treasurer is currently managing the Orange County Transportation Authority's (Authority) investment portfolio totaling \$990.6 million as of December 31, 2008. The portfolio is divided into two managed portfolios: the liquid portfolio for immediate cash needs and the short-term portfolio for future budgeted expenditures. In addition to these portfolios, the Authority has funds invested in debt service reserve funds for the various outstanding debt obligations.

The Authority's debt portfolio had an outstanding principal balance of \$447.5 million as of December 31, 2008. Approximately 56 percent of the outstanding balance is comprised of Measure M debt, 6 percent is associated with the Renewed Measure M program, and the remaining 38 percent is for the 91 Express Lanes.

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***Discussion***

Economic Summary: Frequent change is nothing new in the financial markets. The year ending December 31, 2008, however, is a year unlike any in recent times. Pillars of Wall Street that have contributed to the world economy for decades have collapsed or been acquired, some with the aid of the United States Government and others by firms with a stronger balance sheet. While the fourth quarter experienced less volatility, largely due to federal stimulus efforts, there was no greater level of economic certainty by year-end.

The Federal Open Market Committee (Fed) lowered its benchmark Fed Funds Rate 175-200 basis points during three meetings in the final quarter of 2008. The Fed Funds Rate, currently at a target range of 0.00 percent to 0.25 percent, is the lowest level on record. Gross Domestic Product for the third quarter reflected a -0.5 percent decline. A Bloomberg survey of economists is forecasting a -4.5 percent to -6.5 percent drop in the last quarter of 2008. Unemployment reached 7.2 percent nationally, the highest level since 1990. The total number of unemployed labor force who are actively seeking jobs is currently 11.1 million.

**Debt Portfolio Activity:**

On December 19, 2008, the private placement transaction closed with the Orange County Investment Pool (OCIP) for the 91 Express Lanes variable rate debt. The 91 Express Lanes will pay 3.85 percent semi-annually to OCIP.

Staff continues to monitor the situation regarding the bankruptcy filing of Lehman Brothers Holdings Company (Lehman). Lehman served as one of the Authority's counterparties for the swap component of the variable rate bonds. Lehman has not made their counterparty payments to the Authority since September 1, 2008 (the last payment date prior to the bankruptcy filing). Lehman has failed to pay \$563,500 to the Authority. The Authority will continue to work with our bond counsel regarding our legal options.

On November 13, 2008, the Authority retired \$5 million in principal from the Measure M Tax-Exempt Commercial Paper program. The outstanding balances for each of the Authority's debt securities are presented in Attachment A.

Investment Portfolio Activity: During the quarter the Authority liquidated \$15,000,000 from the Local Agency Investment Fund and \$60,000,000 from the short-term portfolio to meet current cash flow needs. In November, the Authority transferred \$25,000,000 from each of the investment managers to

purchase the 91 Express Lanes Variable Rate Demand Bonds. The bonds were subsequently purchased by the Orange County Investment Pool. Proceeds from the sale were transferred back to the investment managers on December 19, 2008.

**Investment Portfolio Compliance:** As of December 31, 2008, the Authority's portfolio was in compliance with its investment policy. The Authority continues its policy of reviewing the contents of the investment portfolio on a daily basis to ensure compliance. Attachment B provides a comparison of the portfolio holdings as of December 31, 2008, to the diversification guidelines of the policy.

**Investment Portfolio Performance Versus Selected Benchmarks:** The Authority's investment managers provide the Authority and its financial advisor, Sperry Capital, with monthly performance reports. The investment managers' performance reports calculate monthly total rates of return based upon the market value of the portfolios they manage at the beginning of the month versus the market value at the end of the month. The market value of the portfolio at the end of the month includes the actual value of the portfolio based upon prevailing market conditions as well as the interest income accrued during the month.

The Authority has calculated the total returns for each of the investment managers for short-term operating monies and compared the returns to specific benchmarks as shown in Attachment C. Attachment D contains an annualized total return performance comparison by investment manager for the previous two years. Attachment E provides a two-year yield comparison between the short-term portfolio managers, the OCIP, and the Local Agency Investment Fund.

The returns for the Authority's short-term operating monies are compared to the Merrill Lynch 1-3 year Treasury Index benchmark. The Merrill Lynch 1-3 year Treasury Index is one of the most commonly used short-term fixed income benchmarks. Each of the four managers invests in a combination of securities that all conform to the Authority's 2008 Annual Investment Policy. For the quarter ending December 31, 2008, the weighted average total return for the Authority's short-term portfolio was 2.97 percent, 28 basis points above the benchmark return of 2.69 percent. For the 12-month period ending December 31, 2008, the portfolio's return totaled 5.83 percent, 78 basis points below the benchmark return of 6.61 percent for the same period.

Treasury yields were lower in December as worries about the credit crisis continued. Weak holiday sales, falling home prices, and further job losses all

contributed to a strong demand for treasury securities leading to higher prices and lower yields. As concerns over the safety of agency securities subsided, prices began to rise adding to the Authority's investment performance during the quarter. Investment managers continue to mitigate risk by allocating funds across high-quality fixed-income securities.

The short-term portfolio underperformed the benchmark during 2008 as the massive flight-to-quality pushed demand for the safety of treasury securities to record levels. The treasury sector outperformed all other non-treasury fixed income sectors resulting in a strong return for the Merrill Lynch 1-3 year Treasury Index benchmark.

**Investment Portfolios:** A summary of each investment manager's investment diversification, performance, and maturity schedule is provided in Attachment F. These summaries provide a tool for analyzing the different returns for each manager.

A complete listing of all securities is provided in Attachment G. Each portfolio contains a description of the security, maturity date, book value, market value, and current yield provided by the custodial bank.

**Cash Availability for the Next Six Months:** The Authority has reviewed the cash requirements for the next six months. It has been determined that the liquid and the short-term portfolios can fund all projected expenditures during the next six months.

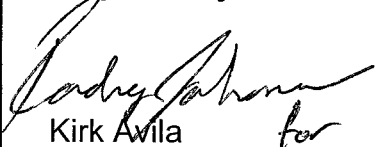
### ***Summary***

As required under the California Government Code, the Orange County Transportation Authority is submitting its quarterly investment report to the Board of Directors. The investment report summarizes the Orange County Transportation Authority's Treasury activities for the period October 2008 through December 2008.

**Attachments**

- A. Orange County Transportation Authority Outstanding Debt December 31, 2008.
- B. Orange County Transportation Authority Investment Policy Compliance December 31, 2008.
- C. Orange County Transportation Authority Short-term Portfolio Performance Review Quarter Ending December 31, 2008.
- D. Orange County Transportation Authority Short-term Portfolio Performance as of December 31, 2008.
- E. Orange County Transportation Authority Comparative Yield Performance as of December 31, 2008.
- F. Investment Manager Diversification and Maturity Schedules December 31, 2008.
- G. Orange County Transportation Authority Portfolio Listing as of December 31, 2008.

**Prepared by:**



Kirk Awila  
Treasurer  
Treasury/Public Finance  
(714) 560-5674

**Approved by:**



James S. Kenan  
Executive Director,  
Finance and Administration  
(714) 560-5678

**Orange County Transportation Authority  
Outstanding Debt  
December 31, 2008**

**Orange County Local Transportation Authority (OCLTA) - M1 Program**

	<u>Issued</u>	<u>Outstanding</u>	<u>Final Maturity</u>
2001 Second Senior Sales Tax Revenue Bonds	\$ 48,430,000	\$ 48,430,000	2011
1998 Second Senior Sales Tax Revenue Bonds	213,985,000	66,320,000	2011
1997 Second Senior Sales Tax Revenue Refunding Bonds	57,730,000	44,105,000	2011
1995 Tax-Exempt Commercial Paper	74,200,000	11,000,000	2011
1992 First Senior Sales Tax Revenue Bonds	350,000,000	77,700,000	2011
<b>Sub-total</b>	<b>\$ 744,345,000</b>	<b>\$ 247,555,000</b>	

**Orange County Local Transportation Authority (OCLTA) - M2 Program**

	<u>Issued</u>	<u>Outstanding</u>	<u>Final Maturity</u>
2008 Tax-Exempt Commercial Paper	\$ 25,000,000	\$ 25,000,000	2011

**91 Express Lanes \***

	<u>Issued</u>	<u>Outstanding</u>	<u>Final Maturity</u>
2003 Toll Road Revenue Refunding Bonds	\$ 195,265,000	\$ 174,940,000	2030

\* Not reflected is the intra-agency borrowing (subordinated debt) for the purchase of the 91 Express Lanes in the amount of \$44,238,457.21

**TOTAL OUTSTANDING BALANCE** **\$ 447,495,000**



**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**Investment Policy Compliance**  
**December 31, 2008**

<u>Investment Instruments</u>	<u>Dollar Amount Invested</u>	<u>Percent Of Portfolio</u>	<u>Investment Policy Maximum Percentages</u>
U.S. Treasuries	\$320,059,907	32.3%	100%
Federal Agencies & U.S. Government Sponsored	281,242,287	28.4%	100%
State of California & Local Agencies *	-	0.0%	25%
Money Market Funds & Mutual Funds	137,861,136	13.9%	20%
Bankers Acceptances	0	0.0%	30%
Negotiable Certificates of Deposit	54,819,721	5.5%	30%
Commercial Paper	0	0.0%	25%
Medium Term Maturity Corporate Securities	96,768,837	9.8%	30%
Mortgage and Asset-backed Securities	58,971,004	6.0%	20%
Repurchase Agreements	0	0.0%	75%
Investment Agreements Pursuant To Indenture	0	0.0%	100%
Local Agency Investment Fund	3,350,401	0.3%	\$ 40 Million
Orange County Investment Pool	6,490,624	0.7%	\$ 40 Million
CAMP	0	0.0%	10%
Variable & Floating Rate Securities	14,481,785	1.5%	30%
Debt Service Reserve Funds - Investment Agreements	16,558,091	1.7%	Not Applicable
Derivatives (hedging transactions only)	0	0.0%	5%
<b>TOTAL</b>	<b><u>\$990,603,793</u></b>	<b>100.0%</b>	

\* Balance does not include intra-agency borrowing for the purchase of the 91 Express Lanes in the amount of \$34,396,537.

**Orange County Transportation Authority  
Short-term Portfolio Performance Review\*  
Quarter Ending December 31, 2008**

Month Ending	Merrill Lynch Treasury 1-3 Year Index Benchmark		JP Morgan		Payden & Rygel		Western Asset Mgmt		State Street Global Advisors	
	Monthly Return	Duration	Monthly Return	Duration	Monthly Return	Duration	Monthly Return	Duration	Monthly Return	Duration
10/31/2008	0.92%	1.69 years	0.20%	1.64 years	0.47%	1.62 years	0.07%	1.58 years	0.72%	1.75 years
11/30/2008	1.17%	1.72 years	1.41%	1.74 years	1.27%	1.70 years	1.27%	1.58 years	1.16%	1.74 years
12/31/2008	0.57%	1.76 years	1.61%	1.70 years	1.20%	1.81 years	1.49%	1.56 years	0.92%	1.73 years

Oct 08 - Dec 08 Total Return	2.69%	3.25%	2.97%	2.85%	2.83%
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**HISTORICAL QUARTERLY RETURNS**

Jan 08 - Mar 08 Total Return	2.98%	2.37%	3.01%	2.71%	2.99%
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Apr 08 - Jun 08 Total Return	-0.86%	-0.31%	-0.85%	-0.36%	-0.87%
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Jul 08 - Sep 08 Total Return	1.69%	-0.34%	1.22%	0.02%	1.53%
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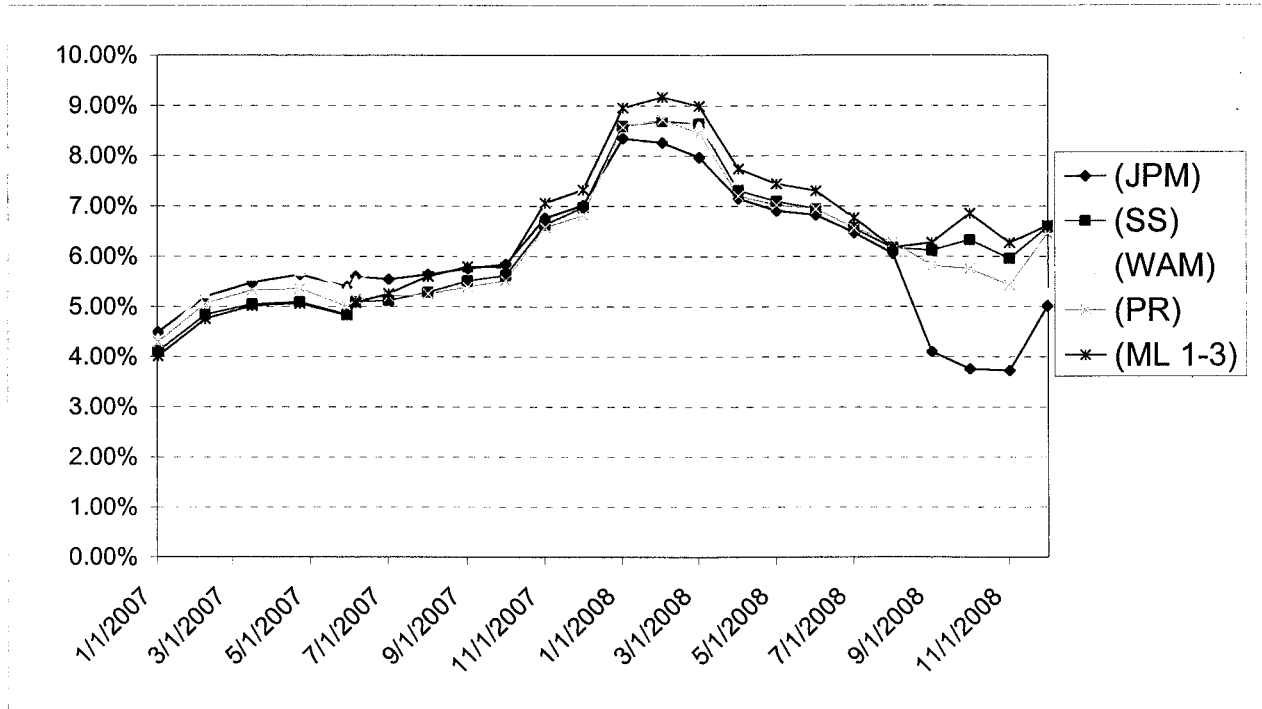
Oct 08 - Dec 08 Total Return	2.69%	3.25%	2.97%	2.85%	2.83%
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12-Month Total Return	6.61%	5.01%	6.46%	5.27%	6.59%
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\* - Month End Rates of Return are Gross of Fees

# Orange County Transportation Authority Short-Term Portfolio Performance December 31, 2008

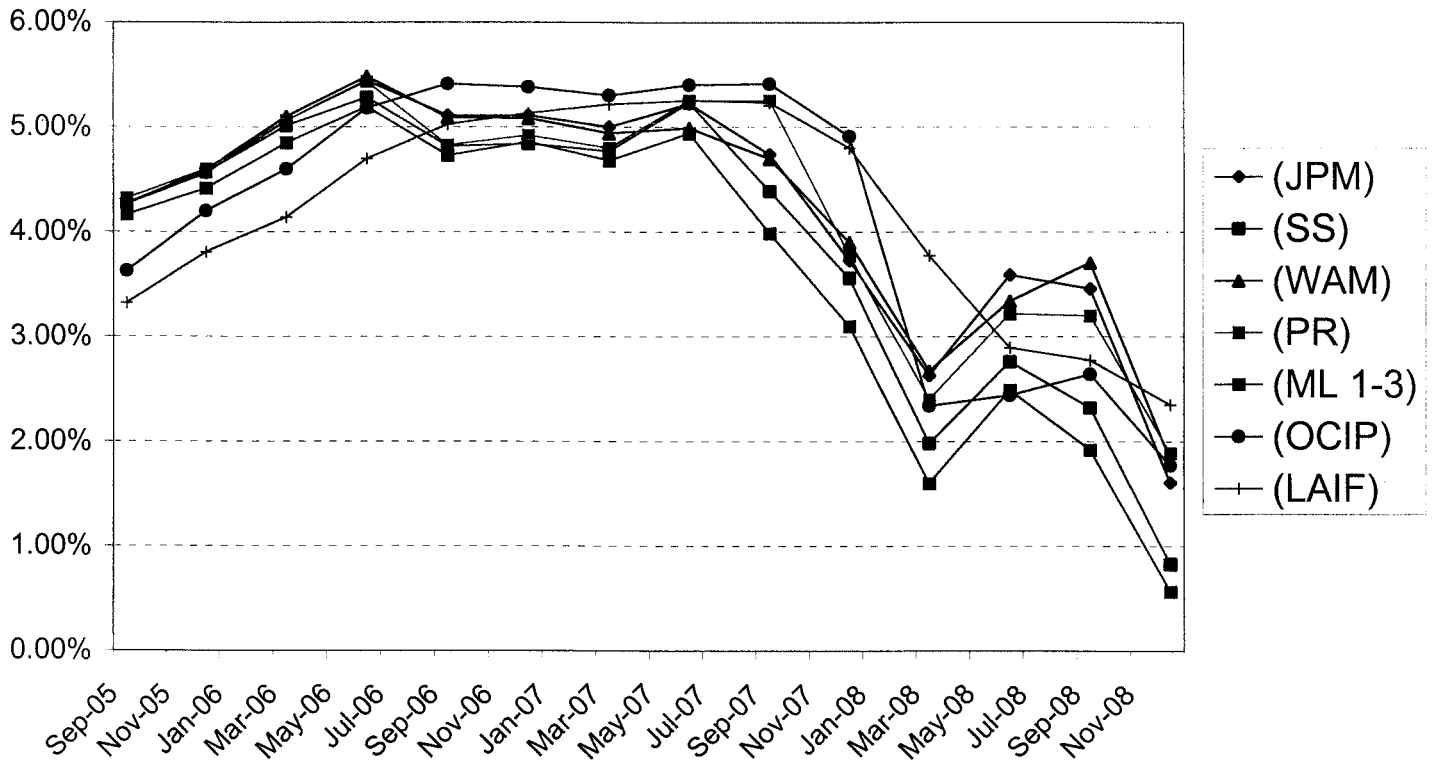
**Trailing 1-Year Total Return  
Vs. The Merrill Lynch 1-3 Treasury Benchmark**



	JP Morgan (JPM)	State Street (SS)	Western Asset Mgmt (WAM)	Payden Rygel (PR)	Merrill Lynch 1-3 Yr (ML 1-3)
Jan-07	4.49%	4.11%	4.36%	4.29%	4.01%
Feb-07	5.20%	4.84%	5.27%	5.06%	4.76%
Mar-07	5.48%	5.05%	5.62%	5.33%	5.02%
Apr-07	5.64%	5.09%	5.72%	5.36%	5.06%
May-07	5.39%	4.84%	5.35%	5.00%	4.83%
Jun-07	5.60%	5.09%	5.52%	5.15%	5.07%
Jul-07	5.54%	5.12%	5.77%	5.20%	5.26%
Aug-07	5.64%	5.28%	5.90%	5.25%	5.60%
Sep-07	5.76%	5.51%	6.01%	5.39%	5.80%
Oct-07	5.84%	5.62%	6.10%	5.52%	5.78%
Nov-07	6.76%	6.63%	7.07%	6.57%	7.06%
Dec-07	7.01%	6.97%	7.35%	6.81%	7.32%
Jan-08	8.34%	8.59%	8.99%	8.57%	8.95%
Feb-08	8.26%	8.69%	8.89%	8.73%	9.17%
Mar-08	7.97%	8.64%	8.60%	8.45%	8.99%
Apr-08	7.15%	7.31%	7.54%	7.20%	7.74%
May-08	6.90%	7.09%	7.45%	7.02%	7.44%
Jun-08	6.82%	6.94%	7.45%	6.94%	7.30%
Jul-08	6.47%	6.56%	6.89%	6.56%	6.76%
Aug-08	6.05%	6.17%	6.41%	6.29%	6.18%
Sep-08	4.10%	6.12%	4.86%	5.82%	6.27%
Oct-08	3.76%	6.33%	4.33%	5.75%	6.85%
Nov-08	3.73%	5.96%	4.15%	5.43%	6.27%
Dec-08	5.01%	6.59%	5.27%	6.46%	6.61%

# Orange County Transportation Authority Comparative Yield Performance December 31, 2008

**Historical Yields  
Vs. The Merrill Lynch 1-3 Treasury Benchmark**

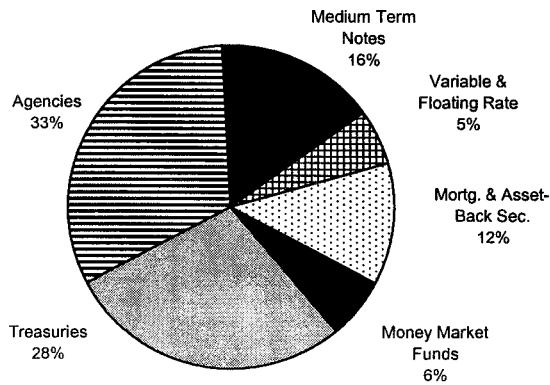


	JP Morgan (JPM)	State Street (SS)	Western Asset Mgmt (WAM)	Payden Rygel (PR)	Merrill Lynch 1-3 Yr (ML 1-3)	(OCIP)	(LAIF)
Sep-05	4.27%	4.27%	4.27%	4.32%	4.17%	3.63%	3.32%
Dec-05	4.56%	4.57%	4.59%	4.60%	4.41%	4.20%	3.81%
Mar-06	5.06%	5.01%	5.10%	5.06%	4.85%	4.60%	4.14%
Jun-06	5.44%	5.28%	5.48%	5.43%	5.19%	5.18%	4.70%
Sep-06	5.11%	4.82%	5.09%	4.83%	4.73%	5.41%	5.02%
Dec-06	5.11%	4.84%	5.08%	4.92%	4.86%	5.38%	5.13%
Mar-07	5.00%	4.77%	4.94%	4.80%	4.68%	5.30%	5.21%
Jun-07	5.22%	5.23%	4.99%	5.25%	4.94%	5.40%	5.25%
Sep-07	4.74%	4.39%	4.70%	5.25%	3.99%	5.41%	5.23%
Dec-07	3.73%	3.56%	3.90%	3.78%	3.10%	4.91%	4.80%
Mar-08	2.63%	1.98%	2.67%	2.40%	1.60%	2.34%	3.78%
Jun-08	3.59%	2.76%	3.34%	3.22%	2.49%	2.44%	2.89%
Sep-08	3.46%	2.32%	3.71%	3.20%	1.92%	2.64%	2.77%
Dec-08	1.61%	0.83%	1.83%	1.89%	0.57%	1.77%	2.35%

**Investment Manager Diversification and Maturity Schedules**

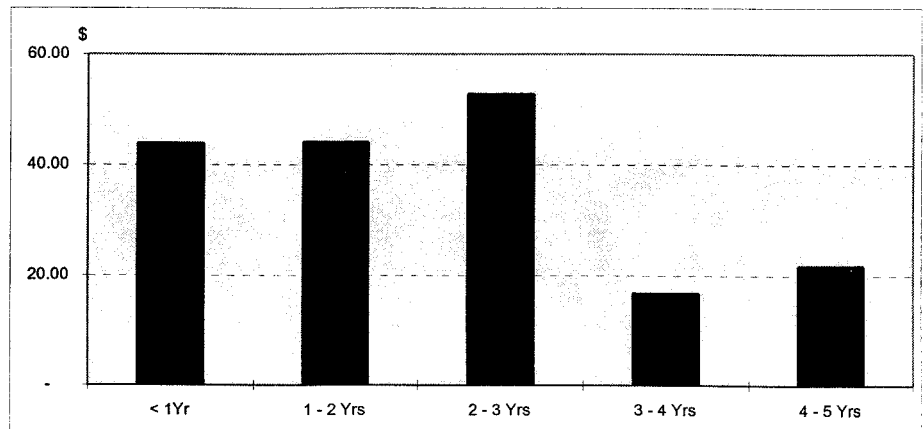
**JP Morgan  
December 31, 2008**

**SHORT-TERM PORTFOLIO ( \$179.1 M)**



	<u>Book Value</u>	<u>Market Value</u>
Treasuries	\$50,851,814	\$53,525,641
Agencies	56,955,440	59,097,783
Medium Term Notes	28,464,395	28,526,892
Variable & Floating Rate	9,801,785	9,532,722
Mortg. & Asset-Back Sec.	22,005,760	21,928,354
Money Market Funds	11,065,567	11,065,567
	<b><u>\$179,144,762</u></b>	<b><u>\$183,676,958</u></b>

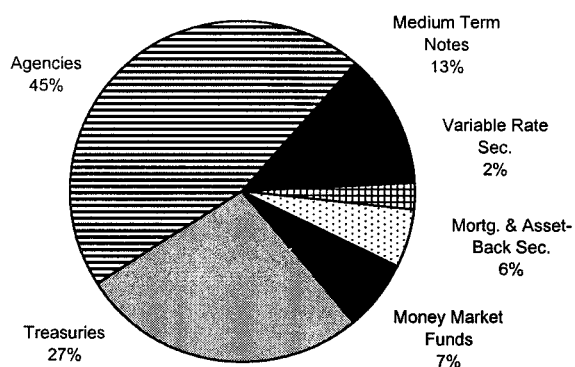
Wtd Avg Maturity	2.06 Yrs
Duration	1.70 Yrs
Quarter-end Yield	2.21%
Benchmark Comparison	0.57%
Quarter Return	3.25%
Benchmark Comparison	2.69%
12 Month Return	5.01%
Benchmark Comparison	6.61%



# Investment Manager Diversification and Maturity Schedules

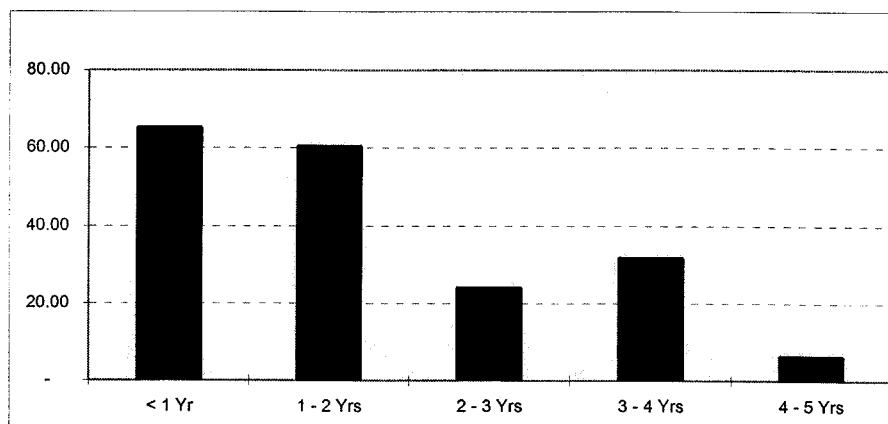
## Western Asset Management December 31, 2008

### SHORT-TERM PORTFOLIO ( \$188.2 M)



	<u>Book Value</u>	<u>Market Value</u>
Treasuries	\$50,936,617	\$51,055,282
Agencies	85,502,850	88,656,089
Medium Term Notes	23,966,599	22,062,744
Variable Rate Sec.	4,680,000	4,507,005
Mortg. & Asset-Back Sec.	10,400,709	10,540,277
Money Market Funds	<u>12,665,755</u>	<u>12,665,755</u>
	<b><u>\$188,152,530</u></b>	<b><u>\$189,487,151</u></b>

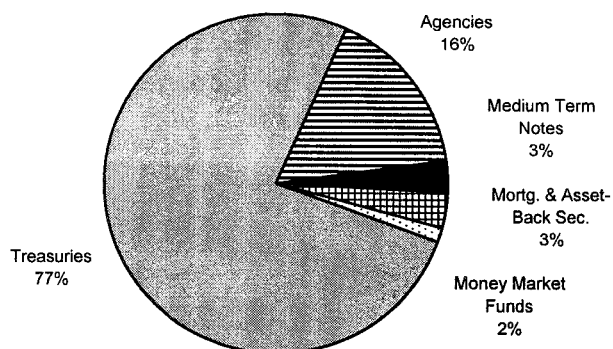
Wtd Avg Maturity	1.76 Yrs
Duration	1.56 Yrs
Quarter-end Yield	1.83%
Benchmark Comparison	0.57%
Quarter Return	2.85%
Benchmark Comparison	2.69%
12 Month Return	5.27%
Benchmark Comparison	6.61%



# Investment Manager Diversification and Maturity Schedules

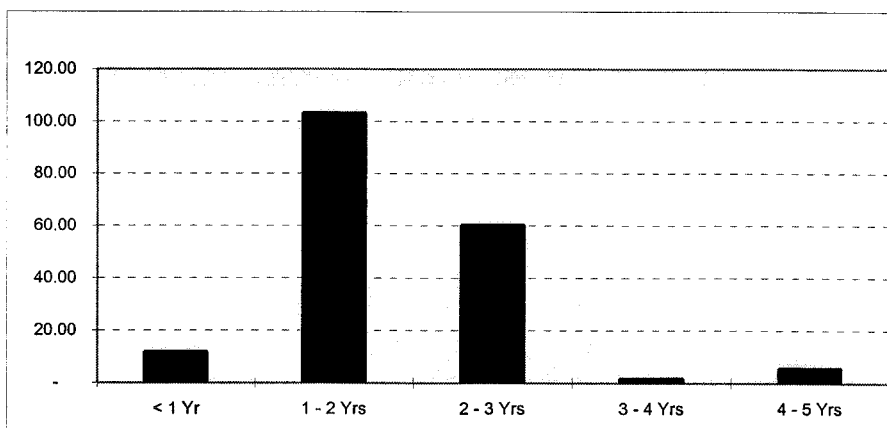
**State Street**  
**December 31, 2008**

## SHORT-TERM PORTFOLIO (\$183.4 M)



	<u>Book Value</u>	<u>Market Value</u>
Treasuries	\$139,504,893	\$142,242,311
Agencies	29,378,686	30,058,629
Medium Term Notes	5,950,272	6,233,982
Mortg. & Asset-Back Sec.	5,976,619	5,997,006
Money Market Funds	<u>2,542,328</u>	<u>2,542,328</u>
	<u>\$183,352,798</u>	<u>\$187,074,255</u>

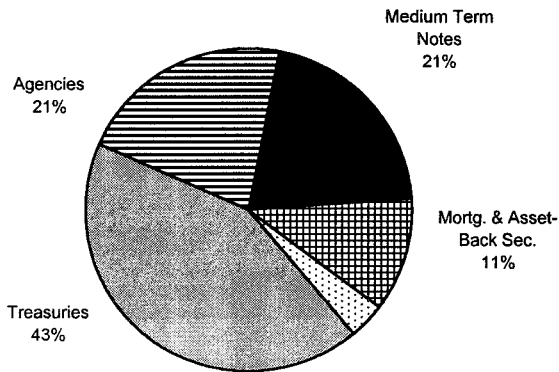
Wtd Avg Maturity Duration	1.78 Yrs
Quarter-end Yield	0.83%
Benchmark Comparison	0.57%
Quarter Return	2.83%
Benchmark Comparison	2.69%
12 Month Return	6.59%
Benchmark Comparison	6.61%



# Investment Manager Diversification and Maturity Schedules

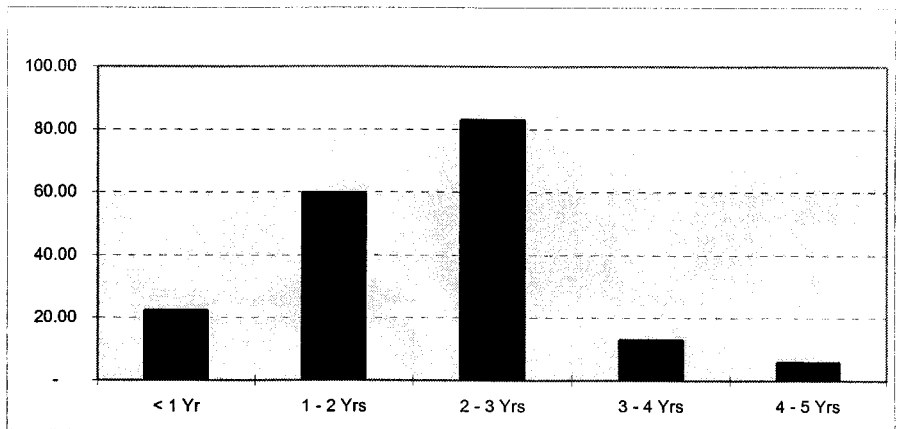
**Payden & Rygel**  
**December 31, 2008**

## SHORT-TERM PORTFOLIO (\$192.6 M)



	<u>Book Value</u>	<u>Market Value</u>
Treasuries	\$78,766,583	\$80,072,346
Agencies	39,367,484	39,906,600
Medium Term Notes	38,387,571	38,811,236
Mortg. & Asset-Back Sec.	20,587,916	20,697,371
Money Market Funds	<u>6,739,806</u>	<u>6,739,806</u>
	<u>\$183,849,359</u>	<u>\$186,227,360</u>

Wtd Avg Maturity	1.89 Yrs
Duration	1.81 Yrs
Quarter-end Yield	3.20%
Benchmark Comparison	0.57%
Quarter Return	2.97%
Benchmark Comparison	2.69%
12 Month Return	6.46%
Benchmark Comparison	6.61%





**Orange County Transportation Authority  
Portfolio Listing  
As of December 31, 2008**

**LIQUID PORTFOLIO**

<u>Description</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Yield</u>
<u>Cash Equivalents</u>				
Bank of the West CD	1/1/2009	42,524,414.58	42,524,414.58	N/A
FNMA Discount Note	2/13/2009	18,516,632.20	18,516,632.00	1.92%
FHLB Discocunt Note	2/13/2009	51,521,195.04	51,548,339.09	1.98%
Fidelity Funds Treasury I	N/A	8,911,498.44	8,911,498.44	0.60%
First American Treasury Obligations	N/A	68,732.32	68,732.32	0.58%
Goldman Sachs Financial Govt Fund	N/A	9,804,152.24	9,804,152.24	0.60%
Milestone Funds Treasury Obligations	N/A	15,030,368.19	15,030,368.19	0.62%
<i>Sub-total</i>		<u>146,376,993.01</u>	<u>146,404,136.85</u>	
<u>Local Agency Investment Fund (LAIF)</u>	N/A	3,350,401.16	3,350,401.16	0 2.78%
<u>Orange County Investment Pool (OCIP)</u>	N/A	6,490,624.25	6,490,624.25	2.64%
<b>Liquid Portfolio - Total</b>		<b><u>\$ 156,218,018.42</u></b>	<b><u>\$ 156,245,162.26</u></b>	

**SHORT-TERM PORTFOLIO**

<u>Description</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Yield</u>
<u>Cash Equivalents</u>				
FHLB Discount Note	1/7/2009	1,849,976.88	1,849,992.29	0.04%
FHLB Discount Note	1/9/2009	6,499,130.56	6,499,321.67	0.13%
FHLB Discount Note	1/6/2009	999,928.89	999,940.00	0.08%
Milestone Funds Treasury Obligations	N/A	33,013,456.02	33,013,456.02	0.62%
<i>Sub-total</i>		<u>42,362,492.35</u>	<u>42,362,709.98</u>	
<u>U.S. Government &amp; Agency Obligations</u>				
FHLB	9/18/2009	9,751,848.80	9,842,468.75	4.85%
FHLB	5/14/2010	4,309,269.98	4,561,523.44	4.62%
FHLB	9/10/2010	10,942,239.00	11,482,343.75	4.79%
FHLB	10/22/2010	5,954,490.00	6,337,500.00	4.14%
FHLB	12/10/2010	21,211,211.80	22,299,075.00	3.35%
FHLB	12/17/2010	4,093,920.00	4,183,750.00	3.46%
FHLB	6/24/2011	4,517,312.50	4,709,531.25	3.22%
FHLB	7/1/2011	4,095,373.00	4,226,250.00	3.43%
FHLB	9/16/2011	5,051,895.00	5,290,625.00	3.42%
FHLMC	6/11/2009	15,654,878.20	16,018,906.25	4.90%
FHLMC	11/3/2009	2,234,772.00	2,322,421.88	4.60%
FHLMC	6/28/2010	4,186,887.50	4,362,327.50	2.80%
FHLMC	10/18/2010	2,400,694.00	2,448,603.00	4.69%
FHLMC	10/25/2010	10,040,300.00	10,353,125.00	3.01%
FHLMC	2/15/2011	3,919,086.60	4,056,000.00	3.12%
FHLMC	2/24/2011	2,987,550.00	3,018,720.00	5.21%
FHLMC	4/1/2011	7,778,950.00	7,839,390.00	2.98%
FHLMC	4/11/2011	5,107,089.00	5,227,500.00	2.68%
FHLMC	6/29/2011	8,150,770.24	8,555,062.50	3.64%
FHLMC	7/14/2011	3,932,185.50	4,018,507.81	4.05%
FHLMC	1/15/2012	2,225,188.00	2,235,625.00	5.14%
FHLMC	10/25/2012	5,466,210.00	5,407,812.50	4.27%

**Orange County Transportation Authority**  
**Portfolio Listing**  
**As of December 31, 2008**

FHLMC	9/27/2013	2,962,377.90	2,909,250.00	3.82%
FNMA	12/15/2009	7,479,150.00	7,767,187.50	4.46%
FNMA	8/12/2010	9,989,350.00	10,356,250.00	3.13%
FNMA	8/15/2010	4,909,510.00	5,259,375.00	4.04%
FNMA	2/15/2011	10,296,284.10	10,637,171.88	4.20%
FNMA	5/15/2011	5,600,558.08	5,659,200.00	5.42%
FNMA	11/19/2012	6,609,876.00	6,601,875.00	4.31%
FNMA	4/9/2013	6,873,223.25	7,293,125.00	3.11%
FNMA	7/17/2013	322,263.00	323,531.25	4.05%
FNMA	12/11/2013	2,800,710.00	2,765,812.50	2.80%
US Treasury Note	9/15/2009	1,937,069.01	2,042,500.00	3.30%
US Treasury Note	12/15/2009	8,736,659.89	9,268,593.75	3.39%
US Treasury Note	2/15/2010	19,312,989.28	19,590,494.00	4.53%
US Treasury Note	3/15/2010	10,995,815.23	11,543,750.78	3.82%
US Treasury Note	4/15/2010	15,828,633.88	14,907,162.58	0.93%
US Treasury Note	4/15/2010	29,888,234.35	30,298,760.00	3.81%
US Treasury Note	5/15/2010	9,012,633.66	9,398,222.00	4.26%
US Treasury Note	7/31/2010	7,032,289.11	7,251,562.50	2.65%
US Treasury Note	9/30/2010	8,859,707.33	9,038,802.66	1.95%
US Treasury Note	10/31/2010	18,168,966.55	18,268,560.00	1.47%
US Treasury Note	11/15/2010	13,129,315.43	13,420,875.00	4.19%
US Treasury Note	11/30/2010	14,134,734.40	14,150,360.00	1.23%
US Treasury Note	2/28/2011	26,187,370.20	26,815,000.00	4.16%
US Treasury Note	4/15/2011	526,737.93	532,992.06	2.43%
US Treasury Note	6/30/2011	22,108,831.03	22,689,400.00	4.63%
US Treasury Note	10/31/2011	1,616,430.81	1,655,859.38	4.18%
US Treasury Note	11/15/2011	49,757,746.34	50,629,218.75	1.71%
US Treasury Note	11/30/2011	10,959,034.62	11,411,332.80	4.08%
US Treasury Note	12/15/2011	8,021,276.80	8,035,600.00	1.12%
US Treasury Note	4/15/2012	6,307,565.54	6,715,132.41	2.05%
US Treasury Note	5/31/2012	22,041,097.12	22,677,018.00	4.24%
US Treasury Note	3/31/2013	11,744,765.63	12,715,320.00	2.35%
US Treasury Note	5/31/2013	2,223,052.91	2,300,156.25	3.19%
US Treasury Note	11/30/2013	1,528,950.35	1,539,367.25	1.94%
	<i>Sub-total</i>	<u>521,915,330.85</u>	<u>535,265,886.93</u>	

Medium Term Notes

3M Company	11/6/2009	1,999,120.00	2,069,940.00	4.95%
3M Company	11/1/2011	748,725.00	793,012.50	4.25%
Abbott Labs	5/15/2011	1,051,630.00	1,055,850.00	5.30%
Amgen Inc	11/18/2009	1,373,316.00	1,398,838.00	4.00%
Atlantic Richfield Company	4/15/2009	1,977,562.75	1,836,260.25	5.86%
Bank America Corp	2/17/2009	3,228,780.80	3,385,451.56	3.38%
Bank America Corp	12/23/2010	2,150,000.00	2,156,364.00	1.69%
Bank America Corp	9/15/2012	2,413,872.00	2,368,248.00	4.94%
Bank America Corp	5/1/2013	653,716.00	693,350.00	4.94%
Banque Paribas	3/1/2009	2,134,576.50	1,958,350.75	6.93%
BellSouth Corp	9/15/2009	3,964,430.00	4,065,876.00	4.18%
Berkshire Hathaway Financial Corp	1/15/2010	1,484,487.10	1,515,390.00	4.08%
Campbell Soup Co	2/15/2011	1,066,130.00	1,056,110.00	6.39%
Caterpillar Financial Services	12/1/2010	2,790,788.00	2,748,340.00	5.14%
Cisco Systems Inc	2/22/2011	2,562,850.00	2,595,312.50	5.05%
Citigroup Inc	2/21/2012	292,218.00	296,218.00	6.06%
Coca Cola Enterprises Inc	9/15/2009	3,750,600.00	3,812,958.00	4.36%
Credit Suisse First Boston USA	1/15/2009	1,940,500.00	1,999,760.00	3.87%
Genentech Inc	7/15/2010	737,077.50	758,467.50	4.35%

**Orange County Transportation Authority**  
**Portfolio Listing**  
**As of December 31, 2008**

General Electric Capital Corp	9/13/2010	2,803,749.00	2,910,237.00	4.23%
General Electric Capital Corp	12/1/2010	629,166.00	609,786.00	4.91%
General Electric Capital Corp	2/22/2011	2,122,400.00	2,070,000.00	5.91%
General Electric Capital Corp	12/9/2011	309,110.30	320,493.50	2.90%
Gillette Company	9/15/2009	484,250.00	507,515.00	3.74%
Goldman Sachs Group	1/15/2009	1,462,545.00	1,499,385.00	3.87%
Goldman Sachs Group	6/15/2010	488,545.00	492,695.00	4.56%
Goldman Sachs Group	1/15/2012	1,410,097.00	1,282,671.00	6.68%
Goldman Sachs Group	6/15/2012	2,350,843.20	2,462,235.20	3.11%
Heller Financial Inc	11/1/2009	2,081,240.00	2,037,780.00	7.23%
Honeywell International Inc	3/1/2010	2,973,796.00	2,920,540.00	7.19%
Household Financial Corp	5/15/2009	1,961,780.00	1,999,260.00	4.75%
HSBC USA Inc	12/16/2011	1,747,003.64	1,815,315.48	3.00%
IBM International Group Capital LLC	10/22/2012	628,494.00	626,058.00	4.83%
International Lease Finance Corp	11/29/2012	127,898.75	129,098.75	4.59%
John Deere Capital Corp	4/3/2013	1,557,441.60	1,493,310.00	4.70%
JP Morgan Chase & Co	12/1/2011	2,463,471.70	2,560,888.50	3.00%
JP Morgan Chase & Co	1/2/2013	1,059,110.00	1,014,550.00	5.66%
JP Morgan Chase & Co	5/1/2013	652,260.00	690,739.00	4.81%
Kimberly Clark Corp	2/15/2012	84,393.10	88,134.38	5.42%
Lehman Brothers Holdings	1/24/2013	1,013,340.00	95,000.00	0.00%
Lowes Company Inc	6/1/2010	127,993.75	129,848.75	7.94%
Merrill Lynch & Co Inc	8/15/2012	1,034,500.00	986,580.00	6.13%
Metropolitan Life Global	4/10/2013	2,851,458.40	2,646,198.40	5.50%
Morgan Stanley Co	12/1/2010	874,475.00	897,890.00	2.82%
Morgan Stanley Co	4/1/2012	1,075,180.00	966,790.00	6.82%
Nation Rural Utilities Financial	8/28/2009	3,857,822.00	3,824,510.00	5.71%
National City Bank	8/24/2009	674,490.27	486,589.11	3.17%
Oracle Corp	1/15/2011	1,309,368.71	1,335,074.00	4.86%
Oracle Corp	4/15/2013	161,491.50	175,266.60	4.80%
Pepsi Bottling	2/17/2009	1,010,970.00	1,004,630.00	5.59%
PNC Corp	6/22/2012	1,009,920.00	1,009,990.00	2.27%
Principal Life Income Fundings	4/1/2009	2,145,825.00	2,254,297.50	3.19%
Suntrust Bank Senior Notes	11/16/2011	1,233,590.40	1,240,920.00	2.90%
United Parcel Service Inc	1/15/2013	1,037,880.00	1,031,540.00	4.36%
Verizon Global Corp	12/1/2010	2,990,512.00	2,935,408.00	6.91%
Wal Mart Stores	8/10/2009	3,701,945.78	3,532,762.80	6.67%
Wal Mart Stores	4/15/2013	670,294.80	689,617.60	4.12%
Walt Disney Co	12/1/2012	619,986.00	617,508.00	4.56%
Wells Fargo	6/21/2010	771,652.50	780,405.00	7.25%
Wells Fargo	8/9/2010	2,064,493.50	2,059,430.00	4.60%
Wells Fargo	12/9/2011	189,777.70	197,535.40	2.88%
Wells Fargo	1/31/2013	653,296.00	685,453.13	4.46%
World Savings Bank	12/15/2009	1,970,600.00	1,956,360.00	4.21%
<i>Sub-total</i>		96,768,837.25	95,634,393.16	

Variable Rate Notes

Allstate Life Global	2/26/2010	1,000,000.00	910,420.00	2.78%
American Express Credit Corp	6/19/2013	930,000.00	815,442.60	2.28%
American Honda Financial Corp	2/5/2010	1,230,000.00	1,216,912.80	3.26%
Bank New York Inc	2/5/2010	500,000.00	492,840.00	3.26%
Caterpillar Financial Services	2/8/2010	1,000,000.00	978,450.00	2.84%
Hewlett Packard Co	9/3/2009	1,325,000.00	1,316,268.25	2.62%
John Deere Capital Corp	2/26/2010	1,200,000.00	1,149,276.00	2.62%
JP Morgan Chase & Co	6/22/2010	1,750,000.00	1,701,875.00	1.56%
PNC Bank NA Pittsburgh	2/23/2009	575,000.00	575,384.68	3.73%

**Orange County Transportation Authority**  
**Portfolio Listing**  
**As of December 31, 2008**

PNC Bank NA Pittsburgh	8/5/2009	1,498,950.00	1,498,545.00	3.26%
UBS AG Stamford Medium Term Note	7/23/2009	2,000,000.00	1,989,687.50	3.82%
Wachovia Bank NA	12/2/2010	1,472,835.00	1,394,625.00	2.29%
<i>Sub-total</i>		<u>14,481,785.00</u>	<u>14,039,726.83</u>	

Mortgage And Asset-Back Securities

American Express Issuance Trust	1/18/2011	190,000.00	192,221.30	4.18%
American Honda Auto Lease Trust	1/15/2010	199,467.31	200,289.00	5.28%
American Honda Auto Lease Trust	10/15/2010	986,346.32	975,620.26	5.15%
American Honda Auto Lease Trust	1/23/2012	1,039,875.00	1,039,415.97	5.38%
Americredit Auto Receivable Trust	10/6/2010	75,449.06	75,416.09	5.11%
Bank of America Auto Trust	12/20/2010	1,455,000.00	1,470,141.00	5.27%
Caterpillar Financial Trust	5/25/2010	233,450.15	233,437.45	5.57%
Caterpillar Financial Trust	8/25/2011	494,687.50	496,296.75	5.66%
Citibank Credit Card Issuance	2/10/2011	4,979,275.00	4,997,562.00	4.85%
Citibank Credit Card Issuance	3/10/2011	997,343.75	999,443.50	5.87%
Citibank Credit Card Issuance	10/22/2012	313,094.06	323,402.39	4.94%
CNH Equipment Trust	8/16/2010	1,091,220.46	1,088,855.52	5.21%
FHLB Mortgage Pool	8/25/2009	939,606.42	964,887.32	4.05%
FHLB Mortgage Pool	11/25/2009	2,843,655.98	2,957,472.41	3.83%
FHLB Mortgage Pool	10/25/2010	5,559,822.88	5,621,787.62	4.67%
FHLMC Mortgage Pool	2/1/2009	639,601.76	636,349.89	4.49%
FHLMC Mortgage Pool	3/1/2009	355,557.74	352,287.84	4.49%
FHLMC Mortgage Pool	4/1/2009	2,384,293.15	2,385,677.82	3.99%
FHLMC Mortgage Pool	1/1/2010	1,397,872.10	1,436,270.90	4.00%
FHLMC Mortgage Pool	12/1/2010	1,232,136.64	1,252,459.90	4.46%
FHLMC Mortgage Pool	12/1/2010	1,196,640.83	1,218,691.86	4.89%
FHLMC Mortgage Pool	4/1/2011	1,484,756.50	1,507,601.17	5.40%
FHLMC Mortgage Pool	5/1/2011	3,681,420.52	3,645,349.24	4.51%
FHLMC Mortgage Pool	6/1/2011	3,242,642.03	3,250,195.33	3.99%
FHLMC Mortgage Pool	8/15/2011	3,744,769.46	3,822,010.81	5.15%
FHLMC Mortgage Pool	9/15/2011	2,312,945.03	2,358,652.56	5.27%
FHLMC Mortgage Pool	8/15/2012	6,028,125.00	6,064,143.00	4.45%
FNMA Mortgage Pool	1/1/2009	234.34	225.43	5.19%
FNMA Mortgage Pool	1/1/2009	458.28	440.86	5.78%
FNMA Mortgage Pool	6/25/2009	85,681.37	83,579.04	5.99%
FNMA Mortgage Pool	5/1/2010	1,510,008.96	1,559,414.77	4.49%
Ford Credit Auto Owner Trust	8/15/2011	3,127,851.56	2,976,603.08	5.57%
GE Capital Credit Card Master Trust	9/15/2012	3,039,843.75	2,925,948.90	5.20%
GS Auto Trust	12/15/2010	423,479.12	384,092.00	5.41%
GS Auto Trust	5/15/2011	55,839.40	42,719.18	2.65%
Harley-Davidson Motorcycle Trust	5/15/2012	46,827.56	49,468.24	3.22%
M&I Auto Trust	2/15/2011	585,442.91	588,515.84	4.93%
USAA Auto Owner Trust	2/15/2012	96,000.00	97,507.71	5.50%
USAA Auto Owner Trust	10/15/2012	130,200.00	133,269.05	4.87%
Volkswagen Auto Enhanced Trust	7/20/2012	114,298.75	115,597.03	4.74%
Wells Fargo Financial Auto Trust	5/15/2012	500,166.54	484,144.01	4.39%
World Omni Auto Trust	10/15/2010	155,616.42	155,543.21	5.01%
<i>Sub-total</i>		<u>58,971,003.61</u>	<u>59,163,007.25</u>	

<b>Short-Term Portfolio - Total</b>		<b><u>\$ 734,499,449.06</u></b>	<b><u>\$ 746,465,724.15</u></b>	
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**Orange County Transportation Authority  
Portfolio Listing  
As of December 31, 2008**

**DEBT SERVICE RESERVE FUNDS**

<u>Description</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Required Amount</u>	<u>Yield</u>
<u>91 Express Lanes 2003 Refunding Bonds</u>	2030		24,022,092.96	
First American Treasury Obligations	N/A	24,022,092.96		0.58%
<u>91 Express Lanes 2003 Refunding Bonds - Operating &amp; Maintenance Reserves</u>			12,295,306.43	
Operating Reserve - Bank of the West CD		3,214,418.63		1.65%
Maintenance Reserve - Bank of the West CD		9,080,887.80		1.65%
<u>Measure M Second Senior Sales Tax Bonds</u>			56,910,357.63	
<u>1992 Sales Tax Bonds -</u>				
FSA GIC	2011			
	2/15/2011	8,998,875.61		3.88%
Fidelity Funds Treasury I	N/A	6,232,457.71		0.60%
<u>1994 Sales Tax Bonds -</u>				
CSFP Agmt - Various Treasury Securities	2011			
		6,309,672.43		5.98%
Fidelity Funds Treasury I	N/A	6,863,670.73		0.60%
<u>1997 Sales Tax Bonds -</u>				
FSA GIC	2011			
	2/15/2011	1,249,542.82		3.88%
Fidelity Funds Treasury I	N/A	1,603,820.74		0.60%
<u>1998 Sales Tax Bonds -</u>				
Fidelity Funds Treasury I	2011			
		25,443,494.95		0.60%
<u>2001 Sales Tax Bonds -</u>				
Fidelity Funds Treasury I	2011			
	2/15/2011	6,867,391.37		0.60%
<b>Debt Service Reserve Funds - Total</b>		<b><u>\$ 99,886,325.75</u></b>		

	<u>Book Value</u>	<u>Market Value</u>
<b>TOTAL PORTFOLIO</b>	<b><u>\$ 990,603,793.23</u></b>	<b><u>\$ 1,002,597,212.16</u></b>

FFCB - Federal Farm Credit Banks  
 FHLB - Federal Home Loan Banks  
 FHLMC - Federal Home Loan Mortgage Corporation  
 FNMA - Federal National Mortgage Association  
 SLMA - Student Loan Marketing Association





MEMO

January 21, 2009

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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Approval to Release Request for Proposals for Freeway Service Patrol Services and the Use of Service Trucks

**Overview**

Staff is requesting the Board of Directors' approval to release a request for proposals for the Freeway Service Patrol program. The total cost of a four-year contract is anticipated to be approximately \$7.9 million.

**Recommendations**

- A. Approve the release of Request For Proposals No. 8-1336 for Freeway Service Patrol services.
- B. Approve the proposed evaluation criteria weights and the use of service trucks to augment the dedicated tow trucks.

**Background**

The Orange County Freeway Service Patrol (FSP) program is a traffic management and motorist aid program designed to mitigate traffic congestion by providing timely response to accidents and other incidents such as removing debris from the freeways.

In November 1992, the FSP program began providing peak-hour service to remove disabled vehicles along Orange County freeways. In addition to peak-hour service, the FSP program began providing midday service on selected freeway interchanges (also known as Beats) and weekend service in South Orange County only. The FSP program is a partnership between the California Department of Transportation (Caltrans), the California Highway Patrol, and the Orange County Transportation Authority (Authority). The Authority contracts with private tow truck operators to provide the service.



***Discussion***

The current FSP service profile is to provide morning and afternoon peak period service (35 trucks from 6:00 a.m. to 10:00 a.m. and 3:00 p.m. to 7:00 p.m.), limited midday service (five trucks from 10:00 a.m. to 2:00 p.m.) on selected interchanges and a weekend program (two trucks from 8:00 a.m. to 5:00 p.m. Saturday and Sunday) in South County only.

In an effort to reduce the cost of the program, staff is recommending that nine of the 15 dedicated trucks be service trucks. These nine service trucks will be interspersed among the six tow trucks and will perform all services with the exception of towing. Data for the Orange County FSP program reflects that 97 percent of the total assists provided enabled the vehicle to proceed without being towed. The 97 percent is broken down in the following manner; unable to locate vehicle 3 percent, assisting CHP or another FSP operator 11 percent, no further FSP needed 13 percent, clearing lanes of debris 25 percent and assisting with repairs 45 percent.

Staff prepared a request for proposals (RFP) for qualified contractors to provide service on six peak-hour Beats, which include one construction Beat and two weekend Beats, using 15 dedicated trucks and six back-up trucks.

Due to the capital investment required and the life cycle of the tow truck vehicles, the contracts will be awarded for a term of four years.

On April 23, 2007, the Authority's Board of Directors (Board) approved procurement procedures and policies requiring the Board to approve all RFPs over \$1 million, as well as approve the evaluation criteria and weights. Staff is hereby submitting for Board approval the attached RFP and evaluation criteria and weights, which will be used to evaluate proposals received in response to the RFP. The evaluation criteria and weights are as follows:

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

FSP contractors must meet very stringent state and local guidelines in order to operate as an FSP provider. To ensure this standard is met, the weights for qualification of the firm and the staffing and project management have been increased to 30 percent each.

The weight assigned to work plan as well as cost and price is 20 percent. The services being sought is so highly regulated that these areas have less of an impact on the overall project; consequently, there is less dependence on key technical personnel.

**Fiscal Impact**

Funds for the operation of FSP program will be included in the Orange County Transportation Authority Fiscal Year 2009-10 pending Budget - Service Authority for Freeway Emergencies, Fund 0013. The FSP program is funded by the State Highway Account through the California Department of Transportation. The Authority provides an approximately 70 percent match from a \$1 per-vehicle registration fee that supports FSP program as well as callboxes.

**Summary**

Staff recommends approval to release the Request for Proposals No. 8-1336 for Freeway Service Patrol services and the use of service trucks to augment the dedicated tow trucks and approval of the weights for the evaluation criteria.

**Attachments**

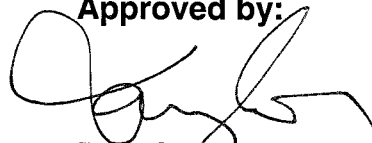
- A. How the Freeway Service Patrol is Funded
- B. Draft Request for Proposals (RFP) No. 8-1336 – Freeway Service Patrol Services

**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**

The 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 FSP is budgeted for approximately \$5 million in fiscal year (FY) 2008/09; 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 FSP programs statewide
- California Department of Transportation (Caltrans) operates a formula-driven program to fund individual FSP programs statewide
- Orange County FSP program is allocated approximately \$3 million through a fund transfer agreement from Caltrans
- Caltrans requires a minimum of a 25 percent match for any SAFE to receive full allocation of funds
- 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

The Orange County Freeway Service Patrol (FSP) program is a partnership between the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), the Orange County Transportation Authority (OCTA), and the FSP tow truck contractors. The Program's statutory purpose is to mitigate congestion, which it does through the use of roving tow and service trucks that respond quickly to accidents, mechanical problems, out of gas, flat tires, over heating, removal of debris and other incidents. The FSP drivers provide assistance to these types of vehicles issues and remove them from the freeway if the vehicle cannot be made operable. An important by-product of FSP's congestion-mitigation role is the assistance it provides to motorists who experience difficulties with their vehicles while driving on Orange County freeways.

The FSP program has a different purpose and service profile from automobile associations. Those organizations' primary purpose is to provide service to their members by towing their vehicles or rendering them other assistance. FSP's primary purpose, on the other hand, is to relieve congestion by eliminating obstructions and distractions that contribute to slow-downs. In short, automobile associations are focused on their members while FSP is focused on traffic flow. Automobile associations also operate differently from FSP. While automobile association tow trucks are dispatched in response to a member's call and typically take 45 minutes or longer to arrive on scene, each FSP tow truck patrols its own segment of freeway during service hours and is therefore able to be on the scene of an incident in an average of about ten minutes.

# DRAFT

REQUEST FOR PROPOSALS (RFP) 8-1336

## FREEWAY SERVICE PATROL (FSP) SERVICES



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

### Key RFP Dates

Issue Date:	January 27, 2009
Pre-Proposal Conference Date:	February 5, 2009
Question Submittal Date:	February 10, 2009
Proposal Submittal Date:	February 24, 2009
Interview Date:	March 12, 2009

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January 27, 2009

*AFFILIATED AGENCIES*

*Orange County  
Transit District*

*Local Transportation  
Authority*

*Service Authority for  
Freeway Emergencies*

*Consolidated Transportation  
Service Agency*

*Congestion Management  
Agency*

*Service Authority for  
Abandoned Vehicles*

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 8-1336: FREEWAY SERVICE PATROL (FSP)  
SERVICES**

Gentlemen/Ladies:

The Orange County Transportation Authority acting on behalf of the Service Authority for Freeway Emergencies (SAFE), in cooperation with the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans), invite proposals from qualified towing operators to provide Freeway Service Patrol operations in Orange County.

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on February 24, 2009.**

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: Edna Ruperto, 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: Edna Ruperto, 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) 8-1336 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) 8-1336

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](http://www.octa.net). From the site menu, click on CAMMNet to register.

To receive all further information regarding this RFP 8-1336, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Automotive; Maintenance and Services	Towing Services - Automotive

A pre-proposal conference will be held on February 5, 2009, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established March 12, 2009 as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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,

Edna Ruperto  
Contract Administrator  
Contracts Administration and Materials Management



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

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on February 5, 2009, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103. All prospective Offerors are encouraged to attend the pre-proposal conference.

**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 Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Edna Ruperto  
Contracts Administration and Materials Management Department  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5652, 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 10, 2009.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- 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: Edna Ruperto, Contract Administrator e-mail address is [eruperto@octa.net](mailto:eruperto@octa.net).

## 3. Authority Responses

Responses from the Authority will be posted on CAMMNet, the Authority's interactive website, no later than February 17, 2009. 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 Edna Ruperto, Contract Administrator.

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Automotive; Maintenance and Services	Towing Services - Automotive

Inquiries received after February 10, 2009, will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on February 24, 2009.**

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

**2. Address**

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

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

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

**3. Identification of Proposals**

Offeror shall submit an **original and five (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 8-1336: FREEWAY SERVICE PATROL (FSP) SERVICES"**

**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 fixed Vehicle Service Hour (VSH) rate to perform all work specified in Exhibit A, "Scope of Services", incorporating a maximum payment obligation for the Authority for Freeway Service Patrol operations.

**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 Edna Ruperto, 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. Describe the firm's drug and alcohol policy.
- (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.

#### 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) 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. Describe training your firm provides for the tow truck drivers. Explain how and when you check motor vehicle driving records for each driver.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work.
- (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 Scope of Work 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**

The Offeror shall provide a firm-fixed rate specifying a price per vehicle service hour to perform all of the work specified in the Scope of Services.

Potential Offerors may propose for all beats. However, the Offeror must propose for each beat separately. Beats proposed as a package will not be accepted. Attachment A shows each beat's required number of vehicles.

The proposal price shall be based on an hourly cost for supplying the required number of FSP vehicles and operators for beat's hours of operation as described in Exhibit A, Scope of Services, as well as for furnishing all labor, materials, tools, equipment, operating costs, insurance, overhead and incidentals as defined in Request for Proposals.

The proposal price shall also take into consideration that operators are required and shall be paid by the contractor for attending mandatory training classes and shall be required to respond to request for service from Caltrans or CHP dispatchers and lend assistance to incidents encountered, whether or not it is at the end of his/her shift.

All proposals shall be submitted on Exhibit B, Price Summary Sheet. Each proposal shall include the year, manufacture, model, current mileage and vehicle identification number (VIN) of each truck that will be used for the project. The same information shall be provided for spare vehicle. If a potential Offeror does not own the vehicles, but plans to acquire the vehicles, a statement as to how these vehicles will be acquired and the time line for acquisition shall be provided.

## 5. Appendices

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

## B. FORMS

### 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 25, 2009.

### Status of Past and Present Contracts Form

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

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

## SECTION III. EVALUATION AND AWARD

### A. EVALUATION CRITERIA

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

**1. Qualifications of the Firm 30%**

Technical experience in performing work of a closely similar nature; 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 Management 30%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

**3. Work Plan 20%**

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 20%**

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 (FFP, CPFF, T & E).

### 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 12, 2009 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further 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  
SCOPE OF WORK

ORANGE COUNTY TRANSPORTATION AUTHORITY  
SCOPE OF SERVICES

**Purpose**

The purpose of the Freeway Service Patrol project is to provide for the rapid clearing of traffic lanes blocked by disabled vehicles, minor accidents, and congestion causing debris. Project services will also assist disabled vehicles on the shoulders and in the center divider. When necessary, assistance will be provided to CHP as directed by the scene officer at any incident if within the limits of the FSP.

The service patrol operators, who work for the Contractors, will assist motorists involved in minor accidents and those with disabled vehicles. They will be responsible for clearing the freeway of automobiles, small trucks (vehicles with a gross weight of 6,000 pounds or less) and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, operators will remove the vehicles from the freeway to provide service.

FSP drivers may be required to change flat tires, provide "jump" starts, and provide a maximum of one gallon of gasoline, temporarily tape cooling system hoses and refill radiators. Drivers should not spend any more than a maximum of 10 minutes per disablement in attempting to mobilize a vehicle.

If a vehicle cannot be mobilized within the 10-minute time limit, the FSP will tow the vehicle from the freeway to a designated drop location identified by the CHP. If the motorist desires alternate assistance, the motorist can request the FSP vehicle operator take him/her to a call box or public pay phone if one is not available at the drop zone. FSP operators will not be allowed to tow as an independent Contractor from an incident that occurred during the FSP shift.

All Orange County FSP services will be provided at no cost to the motorist. Service patrol operators will not be allowed to accept gratuities (tips), perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. Drivers found not to be complying with Orange County FSP regulations may be suspended or terminated or the company may be penalized up to and including termination of contract at the discretion of the Authority, with recommendations from CHP and Caltrans.

There may be some instances where FSP drivers may be requested to lend assistance to CHP officers. FSP operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Orange County FSP program. ***Operators must also follow instructions of CHP officers that may be outside the scope of FSP service, but must advise Dispatch first.***

The operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed prior to the start of each shift. Any item missing must be replaced prior to the start of the shift. The sheets must be kept on file at the Contractor's office and available for CHP inspection upon request (24 hour notice) for four (4) years.

### Hours Of Operation

Peak Service:	6:00 am to 10:00 am and 3:00 pm to 7:00 pm
Mid-Day Service:	10:00 am to 2:00 pm
Week-end Service:	9:00 am to 5:30 pm
Construction:	10:00 am to 3:00 pm and 7:00 pm to 10:00 pm (this Beat ends June 30, 2010)

### Scope

This Request for Proposal (RFP) is being issued by the Orange County Transportation Authority (Authority) to select Contractors for the Orange County Freeway Service Patrol (FSP). The AUTHORITY has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) for the operation of Freeway Service Patrol on freeways throughout Orange County.

Authority for FSP derives from (a) Section 2435(A) of the California Vehicle Code, which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic, and (b) Article 3, Section 91, of the Streets and Highways Code, which states that Caltrans is responsible for traffic management and removing impediments from the highways as well as improving and maintaining the state highways.

Any contract resulting from this Request For Proposal will be awarded on a per-beat basis.

To be awarded a contract, a Contractor must have a tow facility within close proximity to the County of Orange and have been in business a minimum of three years, and had a minimum of three years of rotation tow experience or an FSP program (i.e. local law enforcement rotation tow program, CHP area rotation tow program or an FSP program).

A Contractor with no FSP or Rotational towing experience shall be considered New and can only be awarded one beat for a maximum of three primary trucks, excluding back-up vehicles and remain in good standing for their initial contract to be eligible for future beat awards. (A no experience Contractor is considered any Contractor who has not held continuous awards).

An existing Contractor that is not in good standing as determined by information received by the Authority's FSP management staff at the time of their proposal shall be considered a *NEW* Contractor and therefore can only be eligible for one beat award.

**FSP Management Staff reserves the right to limit the number of trucks awarded to one Contractor.**

A Successful Contractor will have a minimum of 90 days to acquire the required equipment and have it inspected, hire and train drivers, and be fully operational. If Contractor does not meet this operational requirement, the contract will be terminated and that Contractor will not participate in the FSP program.

If for any reason, a Contractor can no longer perform the required services or if for any reason Contractor violates its contract with OCTA, a back-up Contractor will be notified and a new contract negotiated. It should be fully understood that being selected for placement on the established back-up list in no way guarantees that a contract will be awarded.

The Authority in cooperation with the CHP will select one Contractor for each freeway segment beat and up to two (2) companies per beat to serve as back-up Contractors in case an existing Contractor cannot meet its contractual obligations. If awarded a contract, a company shall have 90 days in which to acquire the required equipment, have it inspected, hire and train drivers and be operable. **The contract for any company that cannot meet this operational requirement shall be terminated and not participate in FSP except that the company may be placed on the back-up list as described in Attachment A.**

The Authority, Caltrans and CHP jointly direct the policies and operations of the service. The CHP is responsible for driver's approval, background investigations, training, dispatching, vehicle inspections and supervising service performance and ensuring that the Contractors abide by the terms of the contracts.

## **Vehicle Specifications**

### Primary Vehicles

If awarded a contract, the CONTRACTOR'S primary trucks assigned to this contract must be dedicated to the FSP program and may not be used for any other purpose for the life of the contract.

### Back-Up Vehicles

Contractor may use back-up trucks for non-FSP service. Primary trucks must be returned to Contractor's facilities when not providing FSP service. Backup truck vehicle guidelines are defined below.

Vehicle Identification/Decals. If awarded a contract, a Contractor's primary trucks back-up trucks shall be in adherence with the truck-labeling requirements set forth in the following paragraphs.

The purpose of the vehicle-labeling guidelines is to establish a standard that will improve public recognition of the FSP program as well as enhance the image of the FSP program.

#### Base Vehicle Color

FSP fleet vehicles shall be painted totally white, except for authorized and required markings. Descriptions of required markings are provided in this document.

#### Truck Letters/Numbers

Truck numbers (i.e. 134, 530, etc.) shall be applied on the left and right front quarter panel of each vehicle and shall be easily recognizable from a distance. It also must be visible from the rear cab of the vehicle. See below for size and color requirements. If in the opinion of FSP/CHP Management they are not in an acceptable area, they must be re-applied. CONTRACTORS should contact FSP Management prior to application if there are any questions.

#### Contractor Information and Location on Vehicle

Contractor's name, address, telephone and motor carrier permit, as required by law, shall be labeled on the driver's and passenger sides of the vehicle. The information shall be centered as much as possible (see below). Contractor information shall be placed in the lower rear bed section of the vehicle.

Contractor Name  
Street Address  
City, State and Zip Code  
Telephone number with area code  
Motor Carrier Permit Number

#### Letter/Numbering for Contractor Information

Letter/number size shall be two (2) inches tall by two (2) inches wide. Vertical separation between lines shall not be greater than that font size.

Lettering on the FSP vehicles shall be parallel to the ground. Contractor Name shall be in upper case letters. The remaining lines shall use upper case first letter and lower case string (except CA for California). The Motor Carrier Permit line should read "CA 12345" (sample). Lettering shall be standard black. No other color is acceptable. Metallic lettering is not acceptable. The color of the lettering shall not blend with the area in which they are placed. Shadowing is not acceptable.

Only block letter fonts shall be used for lettering or numbering on FSP vehicles. Italic or script fonts are not allowed. The following is the only acceptable block letter font:

### **Arial Font**

#### Unallowable Items

No pin striping or underlining

No Contractor logos, non-FSP logos, symbols, pictures, markings, etc.

No hours of service, names, etc. on any part of the vehicle other than as specified herein

No lettering on booms, hoods, windows, and mud flaps, etc. other than as specified

No "Fire Extinguisher Inside" labels (unless required by law).

No HSO numbers

No magnets

No lettering in front or rear of vehicles, except what is required by this RFP

#### Exceptions

Any Contractor wishing to request a deviation from the lettering guideline must do so in writing and must be approved in writing prior to application by OCTA and CHP/FSP. Any deviation from this guideline shall be cause for service suspension until corrected. Contract start-up inspections shall not be approved if the guidelines are not followed. Contractors shall not be allowed to begin service until the vehicle inspections are approved.

#### Light Bar Strip Label/ Bug Deflector

Light bars shall be required to be mounted on a 4-inch (approximate) extended bracket (Contractor design). A strip metal panel shall be affixed to the bracket between the light bar and the cab roof section approximately 3-1/2 inches tall and 1/2 inch thick. The strip metal bar shall be labeled with "Freeway Service Patrol" on rear side (rear facing). The front face lettering shall be a mirror image on the Bug Deflector or if float truck front it may be placed without the bug deflector, so that it can be read legibly through a motorists' rear view mirror. See sample below.

Front Facing Bug Deflector or flat truck surface: lortap ecivreS yaweerF  
Rear Facing Light Bar: Freeway Service Patrol

All light bars with strip metal FSP program labels shall be required to be covered (canvas type cover – Contractor design) when not providing FSP service. The cover should be labeled "OUT OF SERVICE" (uppercase, black, 2 inch, Arial).

#### Door Panels

The official FSP logo decal should be placed on one door of each side (door closest to front of vehicle) of all FSP vehicles. OCTA shall provide the FSP Logo decal, and the Contractor shall provide the FSP lettering.

#### Logo/Lettering on Booms

Contractor will be required to provide the following lettering on each side of the boom: **Freeway Service Patrol**. This lettering will adhere to specifications from the previous section.

#### Logo/Lettering on Roof

Contractor will be required to install the following logo/lettering (F) on the roof of each cab vehicle to ease aerial surveillance recognition. The roof lettering shall be provided by OCTA.

#### Backup Trucks

Contractor must have backup trucks match the vehicle guidelines required of all primary contracted vehicles. Contractor will be required to cover the FSP Logo and other marking referring to FSP at their expense, whenever the backup vehicles are used for non-FSP service.

**The Contractor may NOT modify these guidelines (i.e. put their logo, color, etc.) on the backup truck.**

#### OCTA/Contractor Furnished Material

OCTA will provide the Contractor with all logos as described in this RFP. The Contractor is required to furnish and install all of the material and requirements defined in these guidelines unless otherwise stated.

## Service Locations

The Orange County FSP will operate on selected freeway segments referred to as beats. Each beat will have specific turnaround locations and designated drop locations identified by the CHP. Attachment A shows the specific limits, number of tow trucks, number of back-up drivers, hours of operation, term of contract operations, and tentative holidays on which the cost of each beat shall be based. The Authority reserves the right to add or delete holidays to the work schedule. Travel time to the beat will be at the expense of the Contractor. The Contractor's vehicles must be on the beat when advising dispatch it is available for service.

At anytime during the contract term, the Authority reserves the right to adjust beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through verbal direction from the Authority followed by written change orders within 72 hours. If warranted and during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

## Equipment Requirements

### A. Tow Truck Requirements

Vehicles will be exclusively dedicated to the Orange County FSP during its hours of operation. All maintenance activities shall be conducted during non-service hours. The FSP will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP program shall be less than one year old with a maximum of 50,000 miles at the start of service.

All tow truck bed assemblies shall either be new; or if used on a normal tow truck business less than 6 months old and re-certified by the manufacturer or assembler; or if used on a FSP beat, less than three years old and recertified by the manufacturer or assembler. The recertified certificate shall include a statement proving at a minimum:

1. Replacement of centerpin; T-Bar; winch cable; sleeve; wheel restraint straps; and
2. Crack inspection and new paint; and
3. Rectification of hydraulic lines and certification of no leaks.

**Self-certification will not be allowed.** Recertified beds must also pass CHP inspections. Wheel lift assemblies shall have rust removed and be painted at least once a year.



A1. Service Truck Requirements (MUST BE CREW CAB)

The FSP Contractor will utilize at a minimum ½ ton rates pickup trucks with a v-6 or v-8 engine. Service Patrol Vehicles (SPV) will provide the same service that a tow truck would provide with the exception of towing. All trucks proposed for use in the FSP program will be less than one year old with a maximum of 25, 000 miles at the start of the service. The pickup trucks will equipped at a minimum, with identical equipment as specified below, (\* indicates not required for pickups). The SPV vehicles will be dedicated to the FSP program and must follow all other requirements

Each tow truck and service truck should be equipped, at a minimum, with the following:

- Wheel lifts towing equipment, with a minimum lift rating of 3,000 pounds.  
All tow  
  
Equipment shall include proper safety straps.\*
- Boom with a minimum static rating of 5,000 pounds.\*
- Winch Cable - 8,000 pound rating on the first layer of cable.\*
- Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3,500 pounds.\*
- Towing slings rated at 3,000 pounds minimum (optional).\*
- Tow chains 5/16" alloy or OEM specs, J.T. hook assembly. \*
- Mounted spotlight capable of directing a beam both front and rear.
- Amber warning lights with front and rear directional flashing capability (arrow stick), With on/off switch in cab.
- External speaker and public address system front and Back.
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
- Heavy duty, 60+-amp battery.
- Radios with the ability to communicate with the CONTRACTOR'S base office.

- Programmable scanners capable of scanning between the 42 and 47.24 frequencies used by both CALTRANS and the CHP.
- Suitable cab lighting.
- Trailer hitches capable of handling an 1 7/8-in. ball and 2 in. ball.
- Rear work lights.
- A Thomas Brothers or other suitable Orange County map.
- Safety chain D-ring or eyelet mounted on rear of truck.

Each Orange County FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR'S option and expense.

#### Screwdrivers

- Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
- Phillips head - #1 and #2 (1 each, min.)
- Needle nose pliers (1)
- Adjustable rib joint pliers, 2" mm. Capacity (1)
- Crescent wrench -8" (1)
- Crescent wrench - 12" (1)
- 4 lb. hammer (1)
- Rubber mallet (1)
- Electrical tape, complete roll (1)
- Duct tape, 20 yard roll (1)
- Tire pressure gauge (1)

- Mechanic's wire (complete spool) (1)
- Bolt cutters (1)
- Seatbelt Cutter (1)

In addition to the above, each vehicle shall be required to have the following equipment to perform the Orange County FSP role. All equipment stored on top of the truck shall be secured to the truck.

- Unleaded gasoline in plastic Jerry cans (red) (10 gallons)
- Diesel fuel in a plastic Jerry cans (10 gallons)  
(Yellow clearly marked Diesel Fuel – Optional)
- Safety chains mm. 5-ft. (2)
- First aid kit (small 5" x 9") (1)
- Fire extinguisher aggregate rating of at least 4-B, C units (1)
- Pry bar - 36" or longer (1)
- Radiator water in plastic container (blue) (10 gallons)
- 4" x 4" x 48" wooden cross beam (1)
- 4" x 4" x 60" wooden cross beam (1)
- 24" wide street broom (1)
- Square point shovel (1)
- Fuses (highway flares), 15 minute (36)
- Cones 18" (6)
- Hydraulic jack, 2-ton, floor (1)
- Four-way lug wrench (1 std.) (1)
- Four way lug wrench (1 metric) (1)

- Onboard air compressor with, 100 psi capacity and 50ft air hose (1)
- Flashlight and spare batteries (1)
- Tail lights/brake lights, portable remote with extension cord (drag lights) (1 set)
- Booster cables, 25 ft long minimum 3-gauge copper wire with heavy-duty clamps and one end adapted to trucks power outlets (1 set)
- Funnel, multi-purpose, flexible spout (1)
- Pop-up dolly, portable for removing otherwise Un-towable vehicles\* (1)
- 5-gallon can with lid filled with (absorbent material) (1)
- Lock out set (1)
- Trash can with lid (5 gallon) (1)

B. General Vehicle Requirements

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. **These inspections will occur no later than 10 working days prior to the start of service.** Succeeding inspections will occur at a minimum annually at a location designated by CHP and at the expense of the Contractor upon command.

The CHP may randomly inspect vehicles at any time during service. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed and the Contractor shall be fined in one-quarter hour increments at double the Contractor's hourly rate. Back-up vehicles will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a back-up vehicle available for service at all times. All spare vehicles will meet the specified requirements.

Orange County FSP vehicles bearing the service patrol title, logo, and vehicle identification number will be painted white. There will be no color requirements for the trim. If trim is used, it shall be no greater than four (4) inches on the front and sides of the vehicle. No other accessory equipment shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers or window tint.

C. Back-Up Vehicles

The Contractor shall be required to have one spare vehicle available for the patrol as indicated in Attachment A. The back-up vehicle should be used when a regular vehicle is unavailable. The spare vehicle should be painted the required color with the required

Identification markings, title, logo as a primary vehicle outlined earlier. It shall meet all the primary vehicle equipment specifications and be certified for use as an FSP vehicle.

D. Pre-Operation Inspections

The operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed prior to the start of each shift. The sheets must be kept on file at the CONTRACTOR'S office and available for CHP inspection upon request for four (4) years after the contract has been completed. Any item missing must be replaced prior to the start of the shift.

E. Vehicle Identification

All vehicle identification should adhere to the guidelines as previously outlined.

**Communication Equipment**

Each Orange County FSP vehicle shall be equipped with radios to enable the operator to communicate with the CHP Communication Center and Caltrans Traffic Operations Center as well as Mobile Data Terminals (MDT) and Automatic Vehicle Locators (AVL). This communications equipment shall be supplied by the AUTHORITY.

Programmable scanners capable of scanning between the 42 and 47.24 band frequencies used by both Caltrans and CHP shall be supplied by the Contractor and shall be installed in all vehicles. Each Freeway Service Patrol vehicle shall be equipped with radios to enable the operator to communicate with his/her base office. These 'shop' radios shall be supplied by the Contractor.

The service patrol vehicles shall be equipped with an external speaker Front and Back and public address system. The speaker and address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the service patrol vehicle is adjacent to the rear and or front of the disabled vehicle. However, use of other emergency equipment is prohibited as outlined in CVC 27002.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment. The Contractor shall be liable for any damage other than normal wear and tear to the communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. Authority shall deduct repair fees as well as the full replacement cost of any Authority equipment from the Contractor's payment for the month in which Authority must replace or repair equipment. The Authority supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned, shall be deducted from the Contractor's final payment.

### **Fuel**

Under the scope of work described in this RFP, diesel and gasoline fuel for the FSP service shall be provided by the Contractor.

Contractor will provide four Vehicle Service Hour (VSH) rates for a range of fuel prices. The Authority's Project Manager will review the fuel prices every quarter. VSH rates will remain firm for three months at a time. No other changes will be allowed to the VSH rate.

### **FSP Drivers**

All potential FSP drivers shall be required to have a safe driving record as specified by FSP guidelines and current Class C driver's license and Medical Certificate (within 2 years of issuance). Potential operators shall be subject to driving record and criminal background checks. The driving record and criminal background checks shall be supplied by the Contractor. Drivers will not be eligible for the FSP program if they possess a felony or misdemeanor conviction as listed in Section 13377 of the Vehicle Code. Additionally, the CHP Standard Operating Procedures Manual further outlines disqualifying violations.

Potential operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. All potential operators must be capable of demonstrating their tow operating abilities prior to going into service. Additionally, the operators will be required to exercise good, sound judgment in carrying out their duties.

## FSP Safe Driver Guidelines

The FSP safe driver guidelines specify that when a driving record print out from the Department of Motor Vehicle computer system is evaluated by the CHP officers assigned to the FSP program, all convictions listed will have the same point value as determined by DMV. Point values are assigned by DMV to Vehicle Code Sections, other code sections, and city or county ordinances involving the operation of a motor vehicle or motorcycle for the purpose of evaluating a driving record. In addition to the sections listed by DMV as having a point value, Vehicle Code Section 40508 may be included in the one point category. Drivers with these violations will be evaluated by the FSP supervisory staff on a case-by-case basis. Additionally, traffic accidents not listed as an on-duty emergency vehicle accident or those accidents that do not have a not at-fault disclaimer, will also be included in the one point category (unless already charged with a point from a citation relating to an accident).

By employing the above point values, tow drivers may be denied certification for the FSP program under the following rules:

1. any 12-month period, a driver has accumulated a total count of 3 or more points.
2. In any 24-month period, a driver has accumulated a total count of 5 or more points.
3. In any 36-month period, a driver has accumulated a total count of 7 or more points.

Point count totals may consist of the following:

1. Determined by vehicle code violation points only.
2. Determined by at-fault accident points only.
3. Determined by a combination of vehicle code violation and at-fault accident points together. Commercial endorsement for Class A or B on a driver's license does not change the point count guidelines within the FSP program.

## Operating Procedures

Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat. This includes replenishing expendable items such as gasoline, fire extinguisher, etc., removing a disabled vehicle to a CHP identified designated drop location, etc. The Freeway Service Patrol operator shall be required to complete assist records for each incident.

The beat shall require back-up drivers. Attachment A shows the number of back-up drivers required. When necessary and with the approval of the CHP, the provision of a back-up driver may be waived until the next available training session.

All vehicle operators including back-up drivers shall be required to complete the CHP/Caltrans training program, which costs \$50.00 per driver. The Contractor shall pay drivers for the time spent in the training class. No driver will be allowed to begin patrolling without attending the mandatory training classes without prior approval of the CHP. Any driver who is found on patrol without completing the mandatory training class shall be prohibited from further Freeway Service Patrol service and the Contractor's contract terminated immediately.

Mandatory CHP/Caltrans refresher training classes shall be scheduled during non-Freeway Service Patrol hours. The refresher training shall occur for a **Minimum of eight (8) hours per year**. Contractors shall pay all Freeway Service Patrol operators and back-up drivers for attending the training.

Contractor shall designate a lead driver for their FSP service. The lead driver shall be approved by the CHP Field Supervisors. The lead driver duties shall include distribution of materials and the communication of routine operational policies from the CHP to their FSP drivers. The lead driver must have a cellular phone for communication with CHP supervisors during FSP operation at CONTRACTOR'S expense.

### **Alcohol And Drug Policy**

The CHP, Caltrans, and the Authority maintain a **ZERO** policy tolerance. Contractors must maintain at a minimum, the Authority's policy which is available upon request.

Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any Orange County Freeway Service Patrol vehicle operator found working with any amount of drugs or alcohol will be dismissed immediately. The Contractor shall be responsible for finding a replacement driver for that vehicle.

### **Driver Uniforms And Equipment**

It shall be the responsibility of the Contractor to provide the operator with specified uniforms, shoes, and other equipment as approved by CHP/OCTA/Caltrans. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have two way zip front with heavy-duty brass zipper. Coverall or shirtsleeves shall be half-raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90-degree angle.



The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread.

Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

The first initial of the first name and full last name shall be sewn above the left chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed ½ inch. A detachable metal or plastic nameplate may be worn in place of the embroidered name at the CONTRACTOR'S option.

Reflective white stripes shall be sewn. Uniforms shall be provided by the Contractor.

The CHP/FSP Field Supervisors will conduct random Uniform Inspection.

### **Safety Vests**

The Orange County FSP logo shall be sewn across the middle portion of the back of each vest. It shall be centered. The small Freeway Service Patrol logo shall be sewn on the left front pocket. Vest shall be worn at all times during FSP hours of operations except during authorized breaks. FSP Patches large and small shall be provided by the Authority. Vest shall be supplied by the CONTRACTOR and must conform to ANSI Class 3 standards and must be neon green or orange.

All Freeway Service Patrol operators shall wear general duty black leather utility type work boots with protective steel toe. This will be provided by the Contractor.

Tee Shirts worn under the uniform shall be white or navy blue and not exceed the length of the uniform shirt. During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may replace the sweater or sweatshirt at the CONTRACTOR'S option, if it meets all the uniform specifications. Jackets and Sweatshirts shall be worn under the safety vest.

Rain gear shall be waterproofed material, yellow in color. Reflective white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.

Hats shall be provided by the AUTHORITY. The words Freeway Service Patrol or the initials "FSP" shall be embroidered above the brim. The words or initials shall be centered. It shall be sewn in white. No other logos/names shall be accepted or authorized.

### **Missed Service Penalties**

The back-up vehicle must be in service on the beat within 45 minutes of the time a permanently dedicated vehicle must be taken out of service for any reason. The Contractor shall not be paid straight time for the 45-minute time that the contractually required number of trucks is not in service.

If a vehicle is unavailable after the 45 minute time period, the Contractor shall not be paid for that truck and shall be fined double the hourly contract rate in 15-minute increments from the time the truck first went out of service. **If a truck is not ready at the start of a shift, the Contractor will be penalized double the hourly rate in fifteen-minute increments for all missed service. If the entire shift is missed, Contractor will be penalized for the entire shift at 3 times their hourly rate. The Authority has the right to modify the missed service penalties if the Contractor requests modification in writing.**

### **Local Office**

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's beat(s) hours of operation. The office shall be located within close proximity to County of Orange and within close proximity to the Contractor's beat(s).

The Contractor shall also provide a telephone service through which he/she or a responsible representative, who has the authority to conduct business and make decisions on behalf of the Contractor can be contacted during the service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. All persons who have Authority to make FSP decisions shall be trained by CHP staff by attending the SOP class.

### **Standard Operating Procedures (SOP)**

The SOP's are living document that is supplied by CHP. This document contains the training policy and procedural guidelines for the FSP program as outlined in CVC 2435(B), 2438(A). All changes to the SOP will be generated by the CHP and sent to the Contractor to update their book. Each Contractor must maintain a copy of all SOP's in a book available to all FSP drivers to view. A master book will be maintained by the CHP.

OCTA / FSP CONTRACT INFORMATION

OCTA/FSP Beat #	CHP Beat #	Location	Trucks (+) Backup Trucks
1	914	State Route 91 Riverside Freeway Tustin Ave. - Lakeview	1 Service Truck
	915	Imperial Hwy. - SR 241	1 Service Truck
	916	Gypsum Canyon - Orange Co./ Riverside Co. Line	1 + 1
2	902	Interstate 5 Santa Ana Freeway Magnolia Ave. to L.A. Co Line (Construction Beat)	Use Back-up truck
	503	Harbor Blvd (Anaheim) - Main St. (Santa Ana)	1 Service Truck + 1
	504	17th St. - Newport / Red Hill	1 Service Truck
3	405	Interstate 405 San Diego Freeway L.A. Co Line - I 605/ Katella, Seal Beach Blvd.	1 + 1
	406	Seal Beach Blvd. - Edwards, Golden West/Bolsa	1 Service Truck
	407	Goldenwest/Bolsa - Slater, Brookhurst	1 Service Truck
4	570	State Route 57 Orange Freeway L.A. Co. Line - Bastanchury, Yorba Linda Blvd.	1 + 1
	571	Yorba Linda Blvd. - La Palma Ave., Lincoln Ave.	1 Service Truck
	572	Lincoln Ave. - Chapman Ave., Orange (I-5 / SR-22 / SR-57)	1
5	505	Interstate 5 Santa Ana Freeway Red Hill - Jeffrey Rd., Sand Canyon	1+1
	506	Jeffrey Rd. - Lake Forest Dr.	1 Service Truck
	511	Sat & Sun: Alicia Pkwy. - PCH	Use Back-up truck
	512	Sat & Sun: PCH - Christianitos Rd.	Use Back-up truck
10	551	State Route 55 Costa Mesa Freeway Lincoln, Nohl Ranch Rd. - Walnut Ave.	1 + 1
	552	Chapman Ave. - McFadden, Warner	1 Service Truck

**FREEWAY SERVICE PATROL  
OBSERVED HOLIDAY LIST**

MEMORIAL DAY	(MONDAY)
LABOR DAY	(MONDAY)
THANKSGIVING	(THURSDAY/FRIDAY)
HOLIDAY BREAK	(DECEMBER 25-31)
NEW YEARS DAY	(JANUARY 1)

**NOTE:** HOURS MAY BE EXTENDED ON THE WORK DAY BEFORE A HOLIDAY FOR GET AWAY TRAFFIC OR ON THE DAY BEFORE THE NEXT WORK DAY AFTER A HOLIDAY. THIS MAY FALL ON A FRIDAY, SUNDAY, OR DURING THE WEEK.

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**EXHIBIT B**

**COST AND PRICE FORMS**

**BEAT 1**  
**SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 8-1336**  
**FREEWAY SERVICE PATROL**  
**SERVICES**

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**BEAT # 1**

**BID LOCATION: SR-91**

**SERVICE LIMITS: TUSTIN AVE. TO RIVERSIDE COUNTY LINE**

**TOTAL # OF TRUCKS: 1 TOW TRUCK; 1 BACK-UP TOW TRUCK &  
2 SERVICE TRUCKS**

**INSTRUCTIONS:** On this form, please quote the firm-fixed rate that the Authority would be charged per Vehicle Service (VSH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The VSH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the VSH rate. Prices quoted shall be firm for the life of the contract. The VSH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide Price per Vehicle Service (VSH) Hour to provide Freeway Service Patrol for Beat 1.

**Term – 7/1/09 – 6/30/13**

**VSH Rate**

- |    |   |               |
|----|---|---------------|
| 1. | If fuel costs up to \$1.99/ gallon            | \$ _____ /VSH |
| 2. | If fuel costs between \$2.00 - \$3.50/ gallon | \$ _____ /VSH |
| 3. | If fuel costs between \$3.51 - \$5.00/ gallon | \$ _____ /VSH |
| 4. | If fuel costs between \$5.01 - \$6.50/ gallon | \$ _____ /VSH |

**NOTE:** Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 8-1336 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Beat 1)

**BEAT 2**  
**SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 8-1336**  
**FREEWAY SERVICE PATROL**  
**SERVICES**

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**BEAT # 2**

**BID LOCATION: I-5**

**SERVICE LIMITS: HARBOR BOULEVARD TO NEWPORT / REDHILL AVENUE**

**TOTAL # OF TRUCKS: 2 SERVICE TRUCKS & 1 BACK-UP TOW TRUCK**

**INSTRUCTIONS:** On this form, please quote the firm-fixed rate that the Authority would be charged per Vehicle Service (VSH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The VSH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the VSH rate. Prices quoted shall be firm for the life of the contract. The VSH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide Price per Vehicle Service (VSH) Hour to provide Freeway Service Patrol for Beat 2.

<u>Term – 7/1/09 – 6/30/13</u>	<u>VSH Rate</u>
1. If fuel costs up to \$1.99/ gallon	\$ _____/VSH
2. If fuel costs between \$2.00 - \$3.50/ gallon	\$ _____/VSH
3. If fuel costs between \$3.51 - \$5.00/ gallon	\$ _____/VSH
4. If fuel costs between \$5.01 - \$6.50/ gallon	\$ _____/VSH

**NOTE:** Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.



1. I acknowledge receipt of RFP 8-1336 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Beat 2)

**BEAT 3**  
**SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 8-1336**  
**FREEWAY SERVICE PATROL**  
**SERVICES**

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**BEAT # 3**

**BID LOCATION: I-405**

**SERVICE LIMITS: LOS ANGELES COUNTY LINE TO SLATER / BROOKHURST**

**TOTAL # OF TRUCKS: 1 TOW TRUCK; 1 BACK-UP TOW TRUCK &  
2 SERVICE TRUCKS**

**INSTRUCTIONS:** On this form, please quote the firm-fixed rate that the Authority would be charged per Vehicle Service (VSH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The VSH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the VSH rate. Prices quoted shall be firm for the life of the contract. The VSH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide Price per Vehicle Service (VSH) Hour to provide Freeway Service Patrol for Beat 3.

<u>Term – 7/1/09 – 6/30/13</u>	<u>VSH Rate</u>
1. If fuel costs up to \$1.99/ gallon	\$ _____/VSH
2. If fuel costs between \$2.00 - \$3.50/ gallon	\$ _____/VSH
3. If fuel costs between \$3.51 - \$5.00/ gallon	\$ _____/VSH
4. If fuel costs between \$5.01 - \$6.50/ gallon	\$ _____/VSH

**NOTE:** Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 8-1336 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Beat 3)

**BEAT 4**  
**SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 8-1336**  
**FREEWAY SERVICE PATROL**  
**SERVICES**

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**BEAT # 4**

**BID LOCATION: SR-57**

**SERVICE LIMITS: LOS ANGELES COUNTY LINE TO CHAPMAN AVENUE,**  
**ORANGE (I-5 / SR-22 / SR-57)**

**TOTAL # OF TRUCKS: 2 TOW TRUCKS; 1 BACK-UP TOW TRUCK &**  
**1 SERVICE TRUCK**

**INSTRUCTIONS:** On this form, please quote the firm-fixed rate that the Authority would be charged per Vehicle Service (VSH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The VSH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the VSH rate. Prices quoted shall be firm for the life of the contract. The VSH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide Price per Vehicle Service (VSH) Hour to provide Freeway Service Patrol for Beat 4.

**Term – 7/1/09 – 6/30/13**

**VSH Rate**

- |    |   |              |
|----|---|--------------|
| 1. | If fuel costs up to \$1.99/ gallon            | \$ _____/VSH |
| 2. | If fuel costs between \$2.00 - \$3.50/ gallon | \$ _____/VSH |
| 3. | If fuel costs between \$3.51 - \$5.00/ gallon | \$ _____/VSH |
| 4. | If fuel costs between \$5.01 - \$6.50/ gallon | \$ _____/VSH |

**NOTE:** Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

- 1. I acknowledge receipt of RFP 8-1336 and Addenda No.(s) \_\_\_\_\_
- 2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Beat 4)

**BEAT 5**  
**SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 8-1336**  
**FREEWAY SERVICE PATROL**  
**SERVICES**

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**BEAT # 5**

**BID LOCATION: I-5**

**SERVICE LIMITS: REDHILL TO LAKE FOREST DRIVE**

**TOTAL # OF TRUCKS: 1 TOW TRUCK; 1 BACK UP TOW TRUCK  
& 1 SERVICE TRUCK**

**INSTRUCTIONS:** On this form, please quote the firm-fixed rate that the Authority would be charged per Vehicle Service (VSH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The VSH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the VSH rate. Prices quoted shall be firm for the life of the contract. The VSH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide Price per Vehicle Service (VSH) Hour to provide Freeway Service Patrol for Beat 5.

	<u>Term – 7/1/09 – 6/30/13</u>	<u>VSH Rate</u>
1.	If fuel costs up to \$1.99/ gallon	\$ _____ /VSH
2.	If fuel costs between \$2.00 - \$3.50/ gallon	\$ _____ /VSH
3.	If fuel costs between \$3.51 - \$5.00/ gallon	\$ _____ /VSH
4.	If fuel costs between \$5.01 - \$6.50/ gallon	\$ _____ /VSH

**NOTE:** Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 8-1336 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Beat 5)

**BEAT 10**  
**SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (RFP) 8-1336**  
**FREEWAY SERVICE PATROL**  
**SERVICES**

**BEAT # 10**

**BID LOCATION: SR-55**

**SERVICE LIMITS: LINCOLN TO MCFADDEN / WARNER AVENUE**

**TOTAL # OF TRUCKS: 1 TOW TRUCK; 1 BACK-UP TOW TRUCK  
& 1 SERVICE TRUCK**

**INSTRUCTIONS:** On this form, please quote the firm-fixed rate that the Authority would be charged per Vehicle Service (VSH) for the services outlined in the Scope of Services presented in Exhibit A of this RFP. The VSH rate will be reviewed every quarter and invoices will be approved at the rates listed below. No other changes will be allowed to the VSH rate. Prices quoted shall be firm for the life of the contract. The VSH rates quoted shall include all direct costs, indirect costs, and profit.

Please provide Price per Vehicle Service (VSH) Hour to provide Freeway Service Patrol for Beat 10.

**Term – 7/1/09 – 6/30/13**

**VSH Rate**

- |    |   |               |
|----|---|---------------|
| 1. | If fuel costs up to \$1.99/ gallon            | \$ _____ /VSH |
| 2. | If fuel costs between \$2.00 - \$3.50/ gallon | \$ _____ /VSH |
| 3. | If fuel costs between \$3.51 - \$5.00/ gallon | \$ _____ /VSH |
| 4. | If fuel costs between \$5.01 - \$6.50/ gallon | \$ _____ /VSH |

**NOTE:** Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.



- 1. I acknowledge receipt of RFP 8-1336 and Addenda No.(s) \_\_\_\_\_
- 2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Beat 10)

EXHIBIT C  
PROPOSED AGREEMENT

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**PROPOSED AGREEMENT NO. C-8-1336**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

\_\_\_\_\_

**THIS AGREEMENT** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 continuous freeway patrol on certain Orange County Freeways; 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;

**WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on \_\_\_\_\_;

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

/

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

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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

<u>Names</u>	<u>Functions</u>
_____	_____
_____	_____
_____	_____
_____	_____

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon execution by both parties on \_\_\_\_\_, 2009, and shall  
8 continue in full force and effect through \_\_\_\_\_, 2013, unless earlier terminated or extended as  
9 provided in this Agreement.

10 **ARTICLE 5. PAYMENT**

11 A. CONTRACTOR agrees to provide all personnel, facilities, effort, materials and  
12 equipment required to complete, to the full satisfaction of AUTHORITY and the state of California  
13 Department of Transportation (hereinafter referred to as "CALTRANS"), and the California Highway  
14 Patrol (hereinafter referred to as "CHP"), all the work described in the Scope of Services. The  
15 AUTHORITY's Project Manager will review the fuel prices every quarter. VSH rates will remain firm for  
16 three months at a time; and AUTHORITY agrees to pay CONTRACTOR as per the following fixed  
17 hourly rates for the services:

18 BEAT #: \_\_\_\_\_

- 19 1. If fuel costs up to \$1.99/ gallon \$ \_\_\_\_\_/VSH
- 20 2. If fuel costs between \$2.00 - \$3.50/ gallon \$ \_\_\_\_\_/VSH
- 21 3. If fuel costs between \$3.51 - \$5.00/ gallon \$ \_\_\_\_\_/VSH
- 22 4. If fuel costs between \$5.01 - \$6.50/ gallon \$ \_\_\_\_\_/VSH

23 B. Reimbursement: AUTHORITY shall reimburse CONTRACTOR on an hourly basis for  
24 services rendered during the hours of operation upon approval by CALTRANS and CHP. Actual  
25 costs shall not exceed the hourly rates set forth in this Article for the duration of this Agreement.  
26 Overtime policy shall be subject to prior approval by the CHP and/or CALTRANS. CALTRANS and

1 the CHP shall document all overtime requests. Overtime shall be reimbursed at the straight time  
2 rates and paid in quarter hour increments.

3 C. Invoicing: Payments against CONTRACTOR's compensation shall be due monthly  
4 only on the invoices provided, within 45 calendar days. Invoices shall be transmitted to  
5 AUTHORITY, 550 South Main Street, PO Box 14184, Orange, CA 92863-1584, within ten (10)  
6 working days after the close of the month. Each invoice shall include the following information:

- 7 1. Agreement No. C-8-1336
- 8 2. Specify the Beat number for which payment is being requested;
- 9 3. The time period covered by the invoice;
- 10 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 11 5. Such other information as requested by AUTHORITY.
- 12 6. Certification signed by the CONTRACTOR or his/her designated alternate

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

20 7. Any other information as agreed or requested by AUTHORITY to substantiate  
21 the validity of an invoice.

22 D. Errors: Errors in billing will be resolved by AUTHORITY and the CONTRACTOR  
23 within ten (10) working days of receipt of the invoice.

24 **ARTICLE 6. MAXIMUM OBLIGATION**

25 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
26 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation  
(including obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) which

1 shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs  
2 arising from, or due to termination of, this Agreement.

3 **ARTICLE 7. FUNDING**

4 Performance of the obligations herein is conditioned on the availability of funds from  
5 CALTRANS, CHP and AUTHORITY, which may be appropriately applied by AUTHORITY to the  
6 services to be provided hereunder.

7 **ARTICLE 8. NOTICES**

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

12 To CONTRACTOR:

13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16 ATTENTION: \_\_\_\_\_

17 (\_\_\_\_\_/\_\_\_\_\_) \_\_\_\_\_

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

ATTENTION: Edna Ruperto

Contract Administrator

(714/560-5652)

20 **ARTICLE 9. INDEPENDENT CONTRACTOR**

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

ARTICLE 10. 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;

4. Garage liability - \$1,000,000 Coverage.

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

6. On-Hook Liability: Listed below are the insurance endorsements for the On-Hook Liability coverage's which shall be required for tow truck services:

<u>Gross Vehicle Weight</u>	<u>Coverage Per Accident</u>
Less than 10,000 #	\$ 50,000
10 – 20,000 #	\$100,000
More than 20,000 #	\$250,000

B. Any deductibles must be declared to and by AUTHORITY, CONTRACTOR must declare to, and receive approval from AUTHORITY for any deductibles of insurance.

C. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile



1 liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance  
2 maintained by the AUTHORITY.

3 D. CONTRACTOR shall include on the face of the Certificate of Insurance the  
4 Agreement Number C-8-1336; and, the Contract Administrator's Name, Edna Ruperto.

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

8 **ARTICLE 11. ORDER OF PRECEDENCE**

9 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
10 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
11 RFP 8-1336; (3) CONTRACTOR's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited  
12 herein or incorporated by reference.

13 **ARTICLE 12. CHANGES**

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

22 **ARTICLE 13. DISPUTES**

23 A. Except as otherwise provided in this Agreement, any dispute concerning a question of  
24 fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided  
25 by AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall  
26 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.

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

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

15                   **ARTICLE 14. TERMINATION**

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

21           B.       AUTHORITY may terminate this Agreement for CONTRACTOR's default if a federal  
22 or state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if  
23 CONTRACTOR makes an assignment for the benefit of creditors, or if CONTRACTOR breaches  
24 any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation  
25 within ten (10) calendar days after written notice thereof by AUTHORITY. CONTRACTOR shall be  
26 liable for all reasonable costs incurred by AUTHORITY as a result of such default including, but not

1 limited to, reprourement costs of the same or similar services defaulted by CONTRACTOR under  
2 this Agreement.

3 **ARTICLE 15. MISSED SERVICE PENALTIES**

4 A. The back-up vehicle must be in service on the beat within 45 minutes of the time a  
5 permanently dedicated vehicle must be taken out of service for any reason. The CONTRACTOR  
6 shall not be paid straight time for the 45-minute time that the contractually required number of trucks  
7 is not in service.

8 B. If a vehicle is unavailable after the 45 minute time period, the CONTRACTOR shall  
9 not be paid for that truck and shall be fined double the hourly contract rate in 15-minute increments  
10 from the time the truck first went out of service. If a truck is not ready at the start of a shift, the  
11 CONTRACTOR will be penalized double the hourly rate in fifteen-minute increments for all missed  
12 service. If the entire shift is missed, CONTRACTOR will be penalized for the entire shift at 3 times  
13 their hourly rate. The Authority has the right to modify the missed service penalties if the  
14 CONTRACTOR requests modification in writing.

15 **ARTICLE 16. INDEMNIFICATION**

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

22 **ARTICLE 17. 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  
terms and conditions of this Agreement.

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

Subcontractor Name/Addresses

Subcontractor Amounts

\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**ARTICLE 18. AUDIT AND INSPECTION OF RECORDS**

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

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

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

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1                   **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

10                   **ARTICLE 21. PROHIBITED INTERESTS**

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

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

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

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

1 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or  
2 other medium without 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 23. PATENT AND COPYRIGHT INFRINGEMENT**

9 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or  
10 copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its  
11 expense any claim or suit against AUTHORITY on account of any allegation that any item furnished  
12 under this Agreement or the normal use or sale thereof arising out of the performance of this  
13 Agreement, infringes upon any presently existing U. S. letters patent or copyright and CONTRACTOR  
14 shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR  
15 is promptly notified in writing of the suit or claim and given authority, information and assistance at  
16 CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify  
17 AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that  
18 said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright;  
19 or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when  
20 such use in combination 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  
22 all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify  
23 AUTHORITY under any settlement made without CONTRACTOR's consent or in the event  
24 AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said  
25 defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result  
26 of such suit or claim, CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY

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

3 **ARTICLE 24. 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 12, and a price shall be  
 18 negotiated for all preliminary data.

19 **ARTICLE 25 ALCOHOL AND DRUG POLICY**

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

23 **ARTICLE 26. 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, products, plants or facilities by the federal, state or local government; national fuel

1 shortage; or a material act or omission by the other party; when satisfactory evidence of such cause  
2 is presented to the other party, and provided further that such nonperformance is unforeseeable,  
3 beyond the control and is not due to the fault or negligence of the party not performing.

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

5 IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1336 to  
6 be executed on the date first above written.

7 CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

8  
9 By \_\_\_\_\_

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

11 APPROVED AS TO FORM:

12  
13 By \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

14 APPROVED

15  
16  
17 By \_\_\_\_\_  
Paul C. Taylor, P.E.  
Deputy Chief Executive Officer

18 Date: \_\_\_\_\_  
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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1336 to be executed on the date first above written.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By \_\_\_\_\_

By \_\_\_\_\_

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED

By \_\_\_\_\_

Paul Taylor  
Deputy CEO

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

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EXHIBIT D  
FORMS

**PARTY DISCLOSURE FORM**

**Information Sheet  
ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Peter Buffa, Chairman**

**Jerry Amante, Vice Chairman**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**William J. Dalton, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Chris Norby, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Gregory T. Winterbottom, Director**

**PARTICIPANT DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

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

- B. The attached disclosure form must be filed if you or your agent 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:
    - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
    - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
    - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.



4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Peter Buffa, Chairman**

**Jerry Amante, Vice Chairman**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**William J. Dalton, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Chris Norby, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Gregory T. Winterbottom, Director**

**Status of Past and Present Contracts Form**

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

Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_ Date





MEMO

January 21, 2009

To: Members of the Board of Directors  
From: Wendy Knowles<sup>WK</sup>, 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Fiscal Year 2008-09 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 2008-09 funding agreement will provide a total of \$3,721,510 for the Freeway Service Patrol program through June 30, 2009.

### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-8-1338 between the Orange County Transportation Authority and California Department of Transportation for fiscal year 2008-09 Freeway Service Patrol funding.

### **Background**

The Orange County Freeway Service Patrol (FSP) program is a partnership between the 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 remove disabled vehicles, as well as timely response to other incidents leaving debris on the freeways. In addition, the FSP program provides some services midday, weekend and in certain construction zones.

### **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 the state's program funding.

Caltrans' allocation to Orange County's FSP program for fiscal year 2008-09 is \$2,977,208, requiring a match of \$744,302 from the Authority. Total program allocation under the agreement is \$3,721,510. Under terms of the agreement, the Authority will have until June 30, 2010, to expend the allocation.

**Fiscal Impact**

Funds for operation of the FSP program have been included in fiscal year 2008-09 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-8-1338 between the Authority and Caltrans, for fiscal year 2008-09 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**

The 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 FSP is budgeted for approximately \$5 million in fiscal year (FY) 2008/09; 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 FSP programs statewide
- California Department of Transportation (Caltrans) operates a formula-driven program to fund individual FSP programs statewide
- Orange County FSP program is allocated approximately \$3 million through a fund transfer agreement from Caltrans
- Caltrans requires a minimum of a 25 percent match for any SAFE to receive full allocation of funds
- 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

The Orange County Freeway Service Patrol (FSP) program is a partnership between the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), the Orange County Transportation Authority (OCTA), and the FSP tow truck contractors. The Program's statutory purpose is to mitigate congestion, which it does through the use of roving tow and service trucks that respond quickly to accidents, mechanical problems, out of gas, flat tires, over heating, removal of debris and other incidents. The FSP drivers provide assistance to these types of vehicles issues and remove them from the freeway if the vehicle cannot be made operable. An important by-product of FSP's congestion-mitigation role is the assistance it provides to motorists who experience difficulties with their vehicles while driving on Orange County freeways.

The FSP program has a different purpose and service profile from automobile associations. Those organizations' primary purpose is to provide service to their members by towing their vehicles or rendering them other assistance. FSP's primary purpose, on the other hand, is to relieve congestion by eliminating obstructions and distractions that contribute to slow-downs. In short, automobile associations are focused on their members while FSP is focused on traffic flow. Automobile associations also operate differently from FSP. While automobile association tow trucks are dispatched in response to a member's call and typically take 45 minutes or longer to arrive on scene, each FSP tow truck patrols its own segment of freeway during service hours and is therefore able to be on the scene of an incident in an average of about ten minutes.

FREEWAY SERVICE PATROL PROGRAM  
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP09-6071(042)  
Project No. FSP09-6071(042)

Location: 12-ORA-Var-OCTA  
EA: 12-931990L

THIS AGREEMENT, effective on July 1, 2008, 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 2008-2009, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
\$3,721,510.00	\$2,977,208.00	\$744,302.00	; 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. \_\_\_\_\_ 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 *10-21-08* | \$ 2,977,208.00

Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$
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268	2008	2660-102-042	2008/2009	20.30.010.600	C	262040	114-042-T	
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NOW, THEREFORE, the parties agree as follows:

## SECTION I

### STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP Program.
2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed \$2,977,208.00, of eligible participating PROJECT costs.
3. To deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$476,353.28. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. (The initial deposit will be calculated at 16% of the STATE's total share.)
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

## SECTION II

### ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.
3. To use all state funds paid hereunder only for those transportation related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures.
6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.
7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual and shall be mailed to the Department of Transportation, Accounting Service Center, MS 33, Local Program Accounting Branch, P.O. Box 942874, Sacramento CA, 94274-0001.
8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the District Local Assistance Engineer. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed for to STATE under this Agreement.

## 9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items, and (2) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

## 10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

## 11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors, and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

## 12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

### 13. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

### 14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal-funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

## SECTION III

### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2008.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP Program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless ADMINISTERING AGENCY, its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. At the conclusion of this Agreement, ADMINISTERING AGENCY may either keep such equipment and credit STATE its share of equipment's fair market value or sell such equipment at the best price obtainable at a public or private sale (in accordance with established STATE procedures) and reimburse STATE its proportional share of the sale price.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, Office of Management and Budget Circular A-97, Cost Principles for State and Local Governments (49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2010. However, the non-expendable equipment, and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

Orange County Transportation Authority

Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Office of Project Implementation, South  
Division of Local Assistance

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

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

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







MEMO

January 21, 2009

To: Members of the Board of Directors  
From: 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Additional Construction Management Services for the Americans with Disabilities Act Bus Stop Accessibility Program

**Overview**

The Orange County Transportation Authority continues to work collaboratively with Orange County local agencies to address the Americans with Disabilities Act deficiencies at bus stops. This report proposes to amend the construction management services agreement to complete the bus stop accessibility program.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 7 to Agreement No. C-3-0798 between the Orange County Transportation Authority and Bureau Veritas North America, Inc., in an amount not to exceed \$55,000, for construction management services for the bus stop accessibility program, bringing the total contract value to \$1,095,908.

**Background**

The Orange County Transportation Authority's (Authority) fixed-route bus service uses more than 6,500 bus stops throughout Orange County. The Authority is making bus stops accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA).

The Bus Stop Accessibility Program (BSAP) started in July 2004 with 3,500 bus stops to be converted according to ADA guidelines. Currently only one construction package remains to be completed. Package 11 was recently procured for the third time as the previous contractors failed to begin work citing various reasons, including loss of key personnel, failure to anticipate certain project costs, and failure to properly interpret the plans and specifications. The need to procure construction services three times for Package 11 has extended the completion of this work.

**Amendment to Agreement for Additional Construction Management Services for the Americans with Disabilities Act Bus Stop Accessibility Program** **Page 2**

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***Discussion***

The construction of the last phase of the BSAP (Phase 3) was scheduled for completion in December 2008; however, due to delays during the bidding and construction phases, the new completion date is now March 2009. These delays were due to changes in disadvantaged business enterprise requirements and a contractor protest on one package. These circumstances have added approximately four months to the BSAP schedule.

This extension of time required to complete construction of the BSAP projects has required additional work by the construction manager, Bureau Veritas North America, Inc. A contract amendment of \$55,000 is needed to extend work to finish the last construction package .

**Fiscal Impact**

The additional work described in Amendment No. 7 to Agreement No. C-3-0798 can be accommodated in the Authority's Fiscal Year 2008-09 Budget through a transfer of \$55,000 from Account 0051-9084/A4201-G6U to Account 0051-9085/A4201-2D7. Funding is through the Local Transportation Fund, Article 3.

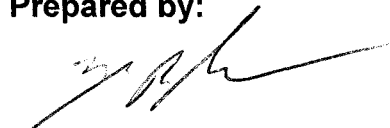
***Summary***

Based on the material provided, staff recommends approval of Amendment No. 7 to Agreement No. C-3-0798, in an amount not to exceed \$55,000, with Bureau Veritas North America, Inc.

***Attachment***

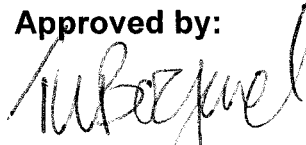
- A. Bureau Veritas North America, Inc., Agreement No. C-3-0798 Fact Sheet

**Prepared by:**



George B Saba, P.E.  
Project Manager  
(714) 560-5432

**Approved by:**



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

**Bureau Veritas North America, Inc.  
Agreement No. C-3-0798 Fact Sheet**

1. March 30, 2004, Agreement No. C-3-0798, \$745,908, approved by the Board of Directors.
  - Provide construction management services for the construction of ADA bus stops in Orange County.
2. September 14, 2006, Amendment No. 1 to Agreement No. C 3-0798, \$0, approved by contract administrator.
  - Extend work through June 30, 2007.
3. April 13, 2007, Amendment No. 2 to Agreement No. C-3-0798, \$0, approved by contract administrator.
  - Modify key personnel and revise "Hourly Rate Schedule" with no change to the maximum obligation.
4. September 4, 2007, Amendment No. 3 to Agreement No. 3-0798, \$95,000, approved by contract administrator.
  - Provide additional construction management services for the construction of ADA bus stops in Orange County and extend work through June 30, 2008.
5. July 27, 2008, Amendment No. 4 to Agreement No. C-3-0798, \$0, approved by contract administrator.
  - Extend work through December 31, 2008.
6. July 27, 2008, Amendment No. 5 to Agreement No. C-3-0798, \$200,000, approved by the Board of Directors.
  - Provide additional construction management services for the construction of ADA bus stops in Orange County and extend work through June 30, 2008.
7. December 15, 2008, Amendment No. 6 to Agreement No. C-3-0798, \$0, approved by contract administrator.
  - Extend work through June 30, 2009.

8. January 26, 2009, Amendment No. 7 to Agreement No. C-3-0798, \$55,000, pending approval by Board of Directors.

- Provide additional construction management services for the construction of ADA bus stops in Orange County.

Total committed to Bureau Veritas North America, Inc., after approval of Amendment No. 7 to Agreement No. C-3-0798: \$1,095,908.





MEMO

January 21, 2009

To: Members of the Board of Directors  
From: 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Consultant Selection for Project Management Consultant Services for Development of Go Local Fixed-Guideway Transit Systems

### **Overview**

The Orange County Transportation Authority is seeking project management consultant services for the development of the proposed Go Local fixed-guideway transit systems through the Go Local Step Two process. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for architectural and engineering services. A summary of the procurement and a recommendation for award are provided for review and approval.

### **Recommendations**

- A. Select Booz Allen Hamilton as the top ranked firm to provide project management consultant services for the development of the proposed Go Local fixed-guideway transit systems.
- B. Authorize the Chief Executive Officer to request a cost proposal from Booz Allen Hamilton.
- C. Authorize the Chief Executive Officer to execute Agreement No. C-8-1290 between the Orange County Transportation Authority and Booz Allen Hamilton, in an amount not to exceed \$2,000,000, for project management consultant services for the development of Go Local fixed-guideway transit systems.

### **Background**

On May 12, 2008, the Orange County Transportation Authority (OCTA) Board of Directors (Board) awarded \$5.9 million to the City of Anaheim and \$5.9 million to the City of Santa Ana for additional planning on each city's respective



fixed-guideway proposals as part of Step Two of the Go Local Program. The Step Two work includes detailed planning, alternatives analysis (AA), conceptual engineering and state environmental clearance, and federal environmental clearance documentation development. These tasks are anticipated to occur over the next 24 months and will provide the necessary information for OCTA to evaluate the projects prior to entry into Step Three, implementation of the Go Local Program. Cooperative agreements have been executed with the City of Anaheim and the City of Santa Ana to define the roles and responsibilities for Step Two. Specifically, the agreements identify key project milestones at which time the cities will be required to report to the Board on the status of work at each milestone and seek approval from the Board to advance to the subsequent project milestone. Project milestones include:

- Completion of the AA, including technical studies.
- Approval and adoption of the locally preferred alternative (LPA) by the city councils.
- Completion of draft environmental documents.

The phased approach will allow the Board to be kept apprised of project development and ensure that the work performed in each milestone is in accordance with the Board's vision for the Go Local Program.

To supplement the development of the fixed-guideway projects, including the review of Step Two milestone work products, the OCTA Board approved the procurement of professional services. The additional resources were requested to assist OCTA in providing the necessary project management, oversight, expertise, and technical support to ensure that the fixed-guideway projects undergo a comprehensive AA, and obtain the necessary environmental National Environmental Policy Act and California Environmental Quality Act clearances and preliminary engineering as required in Go Local Step Two.

### ***Discussion***

In July 2008, the Board approved the release of a request for proposals (RFP) and an evaluation criteria to secure consultant services to assist OCTA in overseeing and managing the OCTA-funded Step Two project development work that will be performed by the proposing cities and evaluated prior to entry into Go Local Step Three. The project management consultant will function as an extension of staff to provide technical expertise in the review of Step Two work products and support in the development of an application process for entry into Step Three. This work is anticipated to require approximately 24 months to complete, and the project budget was developed consistent with that level of effort.

This procurement was handled in accordance with OCTA procurement procedures for architectural and engineering services conforming to federal and state law. Proposals were evaluated without consideration of cost and ranked in accordance with the qualifications of the firm and technical proposal.

On October 28, 2008, RFP 8-1290 was released for project management consultant services for development of Go Local fixed-guideway transit systems and posted on CMM NET. An electronic notice was sent to 2,479 firms registered on CMM NET. The RFP was advertised on October 30 and November 3, 2008, in a paper of general circulation. A pre-proposal conference was held on November 7, 2008, with 15 firms in attendance. Addendum No. 1 was issued on November 10, 2008, for administrative changes and Addendum No. 2 was issued on November 13, 2008, to respond to questions. On November 20, 2008, five proposals were received.

An evaluation committee comprised of staff from the Development Division, Contracts Administration and Materials Management Department, Executive Office, and the Los Angeles County Metropolitan Transportation Authority was established to review all proposals submitted. The proposals were evaluated based on the following criteria:

- Qualifications of the Firm 35 percent
- Staffing and Project Organization 35 percent
- Work Plan 30 percent

In developing these criteria weights, staff assigned the greatest importance to the qualifications of the firm and staffing, as the expertise of the firm and qualifications of the project manager and other key task leaders are critical to the successful performance of the project.

The evaluation committee reviewed all proposals received and found two firms most qualified to do the work identified in the RFP. The two firms are listed in ranked order:

Firm and Location

Booz Allen Hamilton  
Orange, California

InFraConsult  
Laguna Beach, California

On December 19, 2008, the evaluation committee interviewed the two firms. Questions were asked of the firms in relation to each firm's approach to scope of work, staff availability, and proposed schedules. Based upon the interviews, combined with proposal evaluations, staff ranked Booz Allen Hamilton as the top firm qualified to perform the work. The firm demonstrated an excellent understanding of the needs of the Go Local Program, the fixed-guideway projects, and the role that the project management consultant will have in effectively overseeing the development of the fixed-guideway projects through Step Two.

#### Qualifications of Firm

Both of the firms interviewed were highly qualified to provide the services requested through the RFP. Both firms have prior experience as project management consultants overseeing the development of fixed-guideway systems and both were familiar with the Go Local Program. The evaluation committee ranked Booz Allen Hamilton higher in this area because of the firm's significant depth of expertise with fledgling fixed-guideway systems and prior work with Federal Transit Administration on assignments of similar nature.

#### Staffing and Project Organization

The proposed project managers for both firms have project management oversight experience on fixed-guideway systems and both are familiar with Orange County. Key staff proposed for Booz Allen Hamilton has experience on a greater number of directly related projects and a broader depth of resources that have worked on similar projects.

#### Work Plan

The work plans for both firms were detailed and responded to the requirements of the scope of work. During the interview, Booz Allen Hamilton demonstrated an excellent understanding of the Step Two activities related to the fixed-guideway proposals and the potential risks and critical path items to successfully evaluate these projects.

Based on the evaluation of the written technical proposals, the team qualifications and the information obtained from the interviews, it is recommended that Booz Allen Hamilton be awarded the contract.

**Fiscal Impact**

This project was approved in OCTA's Fiscal Year 2008-09 Budget, Development Division, Account 0010-7519/T5410-3SB, and is funded through Local Transportation Authority.

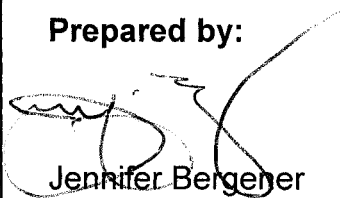
**Summary**

Based on the information provided, staff recommends award of Agreement No. C-8-1290 to Booz Allen Hamilton, in an amount not to exceed \$2,000,000, for project management consultant services for the development of Go Local fixed-guideway transit systems.

**Attachments**

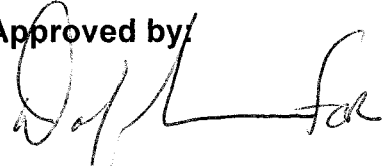
- A. Proposal Evaluation Criteria Matrix (Short Listed) Architectural and Engineering Services – RFP 8-1290, Project Management Consultant Services for Proposed Go Local Fixed-Guideway Transit Systems
- B. Project Management Consulting Services for Proposed Go Local Fixed-Guideway Transit Systems – Review of Proposals RFP 8-1290

**Prepared by:**



Jennifer Bergener  
Program Manager, Local Initiatives  
(714) 560-5462

**Approved by:**



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

**PROPOSAL EVALUATION CRITERIA MATRIX (SHORT LISTED) Architectural and Engineering Services  
RFP 8-1290, Project Management Consultant Services for Proposed Go Local  
Fixed-Guideway Transit Systems**

Firm: Booz Allen Hamilton						Weights	Criteria Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	5.0	5.0	4.5	4.0	5.0	7	33
Staffing/Project Organization	4.5	4.0	4.0	4.0	4.5	7	29
Work Plan	5.0	4.0	4.5	4.0	4.5	6	26
Overall Score	97	87	87	80	94		89

Firm: InFraConsult						Weights	Criteria Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	7	28
Staffing/Project Organization	4.0	4.0	4.0	4.0	4.5	7	29
Work Plan	4.0	4.0	4.5	4.0	4.0	6	25
Overall Score	80	80	83	80	84		81

Overall scores above are subject to rounding.

Non-short-listed firms scores ranged from 58 - 67.

**Evaluation Panel: (5)**

OCTA:

- CAMM (1)
- DEVELOPMENT (2)
- EXECUTIVE OFFICE (1)
- LA MTA (1)

**PROJECT MANAGEMENT CONSULTANT SERVICES FOR PROPOSED GO LOCAL FIXED-GUIDEWAY TRANSIT SYSTEMS**

**Review of Proposals RFP 8-1290**

Presented to Transit Committee - 1/22/2009

<b>Overall Ranking</b>	<b>Proposal Score</b>	<b>Firm &amp; Location</b>	<b>Sub-Contractors</b>	<b>Evaluation Committee Comments</b>	<b>Cost &amp; Price</b>
1	89	<b>Booz Allen Hamilton</b> Orange, California	<b>STV Inc.</b>  <b>Ultra Systems Environmental</b>  <b>The Solis Group</b>  <b>Minagar &amp; Associates, Inc.</b>	Expertise with fledgling fixed-guideway systems and prior work with Federal Transit Administration on projects of similar nature.  Broad depth of experience directly related to program management with fixed-guideway projects.  Thoroughly understood the two-step project methodology being used by the OCTA.  Responded very well to questions presented in the interview.	A&E procurement does not consider price
2	81	<b>InFraConsult</b> Laguna Beach, California	<b>Sharon Greene &amp; Associates</b>	Experienced consulting firm with transit agencies outside of California.  Successfully providing program management support for Virginia's Hampton Roads light rail system and with the Utah Transit Authority.  Highly qualified proposed staff.  Responded well to questions posed in the interview.	

Evaluation Panel: (5)

OCTA:

- CAMM (1)
- DEVELOPMENT (2)
- EXECUTIVE OFFICE (1)

LA MTA

**Evaluation Criteria**

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

**Weight Factor**

- 35%
- 35%
- 30%





MEMO

January 21, 2009

To: Members of the Board of Directors  
From: Wendy <sup>WK</sup> 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 22, 2009**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreement with City of Tustin for the Expansion of Parking Capacity at Tustin Metrolink Station

**Overview**

A cooperative agreement is required with the City of Tustin for parking expansion at the Tustin Metrolink Station, which is needed to meet future parking demands related to expanded Metrolink service. Staff seeks authorization to enter into a cooperative agreement with the City of Tustin for design and construction of station parking expansion, which will be maintained and operated by the City of Tustin.

**Recommendation**

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1195 between the Orange County Transportation Authority and the City of Tustin to define each party's roles and responsibilities for the design and construction of the expansion of parking capacity at the Tustin Metrolink Station.

**Background**

On November 14, 2005, the Orange County Transportation Authority (Authority) Board of Directors (Board) adopted the Metrolink Service Expansion Program, which authorized staff to begin implementation of high-frequency rail service between the Fullerton Transportation Center and the Laguna Niguel/ Mission Viejo Station in Orange County. The adopted strategy included a program of rail infrastructure improvements necessary to support the service.

The Authority previously nominated the Tustin Metrolink Station (Tustin Station) parking expansion for State Transportation Improvement Program (STIP) funding. On June 7, 2007, the California Transportation Commission (CTC) approved the request. The Authority proposes to take the lead on the development and delivery of this project. Design costs of \$1,100,000 were programmed for fiscal year (FY) 2007-08, and construction funds of

\$16,500,000 (based on conceptual plans) have been programmed for FY 2011-12. On February 13, 2008, the CTC approved the project's design cost allocation.

***Discussion***

The Tustin Station site is 3.7 acres, located at the intersection of Edinger Avenue and Jamboree Road in the City of Tustin (City), near the City boundary with the City of Irvine (Attachment A). The station has two platforms, a pedestrian tunnel, bus stop and layover zone, passenger drop off area, and 317 parking spaces. Recently completed parking demand studies indicate that the Tustin Station requires expanding the current capacity of 317 spaces to 825 spaces, an increase of 508 spaces.

A cooperative agreement is required between the City and the Authority to formalize the roles and responsibilities for planning design and construction of parking capacity expansion improvements (Attachment B). The principal responsibilities described in the cooperative agreement are:

- The Authority will be the lead agency to manage and develop the project design.
- The City will have review and approval authority over the project's design.
- The City will be responsible for obtaining environmental clearance for the project, as well as any project-related City approvals or permits.
- The City will be responsible for operation and maintenance when the facility is complete.
- The Authority will support the City's desire to explore methods, such as leasing out excess parking spaces and or charging for parking to offset the operation and maintenance costs of the parking structure, as allowed by the guidelines of the funding source. These options will be studied in a parking management plan to be prepared by the Authority.

The station is in a very constrained area and presents difficult challenges to keep the station opened during construction. Authority staff will continue to work with City staff to address the parking demand during the project's construction phase to ensure the station continues to operate in some manner. These measures may include the construction of a temporary parking lot within walking distance to the station or providing peak hour shuttle service to off-site parking. Costs for these alternatives are not currently in the project cost estimates.

Upon the parties' execution of the cooperative agreement, the Authority will initiate planning and design of the project. Current program-level conceptual cost estimates will be confirmed during the design phase.

The project's planned delivery schedule is as follows:

TASK	LEAD	COMPLETE
Environmental Approval Phase	City	Completed December 2007
Request for Proposals to Start Design Phase	Authority	Awarded January 2009
Planning and Design Phase/Completion	Authority	December 2009

In light of the potential use of economic stimulus funds for this and other station projects, the Authority, in partnership with the City, intends to evaluate the option of proceeding with a design-build contract for the station improvements and parking structure. This evaluation will occur concurrent with the release and establishment of the economic stimulus program guidelines.

**Fiscal Impact**

Funding for the project's design phase is currently included in the Authority's FY 2008-09 Budget, Development Division, Account 1752-7519-A4468-GHR, and is funded through the STIP.

**Summary**

Staff is seeking authorization to enter into a cooperative agreement with the City to initiate planning design and construction of the parking expansion at the Tustin Station. In this cooperative agreement the Authority will take the lead role to develop the parking expansion project while the City will have review and approval authority and be responsible for operation and maintenance when the facility is complete.

***Attachments***

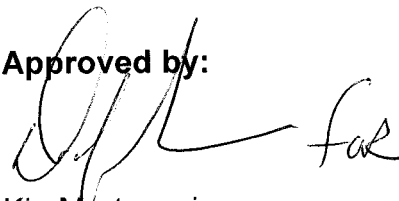
- A. Tustin Station Site Map
- B. Draft Cooperative Agreement No. C-7-1195 Between Orange County Transportation Authority and City of Tustin for Expansion of Parking Capacity at Tustin Metrolink Station

**Prepared by:**



Lora Cross  
Project Manager  
(714) 560-5788

**Approved by:**



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



**DRAFT**

**COOPERATIVE AGREEMENT NO. C-7-1195**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF TUSTIN**

**FOR**

**EXPANSION OF PARKING CAPACITY AT**

**TUSTIN METROLINK STATION**

**THIS AGREEMENT** (hereinafter referred to as "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 the City of Tustin, 300 Centennial Way, Tustin, California 92780-3715, a municipal corporation duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**WITNESSETH:**

**WHEREAS**, AUTHORITY, the transportation agency for the County of Orange, and CITY desire to enter into a Cooperative Agreement to construct a new 825 space parking structure to expand the parking capacity of the Tustin Metrolink Station ("Tustin Station"), located at 2975 Edinger Avenue, Tustin, California, 92780, as defined in Attachment 1 to this Agreement (hereinafter referred to as "PROJECT"); and

**WHEREAS**, AUTHORITY's Board of Directors, on November 21, 2005, authorized policies and secured State Transportation Improvements Program (STIP) funding to implement Metrolink commuter rail service expansion to achieve, by 2010, increased frequency in the Orange County Line, between the Fullerton Transportation Center and Laguna Niguel/Mission Viejo Stations; and

1           **WHEREAS**, such Metrolink commuter rail service expansion will require expanding  
2 parking capacity at several stations, including Tustin Station; and

3           **WHEREAS**, CITY's project support and oversight costs are funded through the Growth  
4 Management Account fund (GMA);

5           **WHEREAS**, CITY owns, operates and maintains Tustin Station; and

6           **WHEREAS**, AUTHORITY and CITY desire to herein specify their respective roles and  
7 responsibilities for performance of PROJECT;

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

10           **ARTICLE 1. COMPLETE AGREEMENT**

11           A. This Agreement, including all exhibits and documents incorporated herein and  
12 made applicable by reference, constitute the complete and exclusive statement of the term(s)  
13 and condition(s) of this Agreement between AUTHORITY and CITY and supersedes all prior  
14 representations, understandings and communications. The invalidity in whole or part of any  
15 term or condition of this Agreement shall not affect the validity of other term(s) and condition(s)  
16 of this Agreement. The above-referenced Recitals are true and correct and are incorporated  
17 by reference herein.

18           B. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of any  
19 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment  
20 of AUTHORITY's right to such performance or to future performance of such term(s) or  
21 condition(s), and CITY's obligation in respect thereto shall continue in full force and effect.  
22 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
23 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a  
24 written amendment to this Agreement and issued in accordance with the provisions of this  
25 Agreement.  
26

1 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any  
2 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment  
3 of CITY's right to such performance or to future performance of such term(s) or condition(s),  
4 and AUTHORITY'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 CITY except when  
6 specifically confirmed in writing by an authorized representative of CITY by way of a written  
7 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

8 **ARTICLE 2. RESPONSIBILITIES OF THE CITY**

9 CITY shall serve as a project partner for PROJECT, and shall perform the following  
10 essential support activities:

11 A. Lead the environmental review and secure the required environmental  
12 clearances.

13 B. Identify approvals and permits required by CITY, third party public agencies or  
14 private sector entities, including utilities; and assist in securing such approvals and issue  
15 permits for work done within CITY jurisdiction at no cost for construction of PROJECT.

16 C. Perform technical reviews in a timely manor, including required CITY  
17 departmental reviews and commentary, during project development and construction, of  
18 studies, reports, design criteria and basis-of-design documents, plans, specifications, and  
19 related construction documents.

20 D. Participate in the review and commentary of design documents for conformance  
21 to current applicable planning codes and ordinances, building design codes and standards,  
22 health and safety codes and ordinances, public safety and facility security requirements, and  
23 transit industry best practices.

24 E. Participate in the oversight of the development of a Parking Management Plan  
25 for Tustin Station, to coordinate various stakeholders' interests and input, including CITY's  
26 departmental input. The Parking Management Plan will serve as a basis-of-design document



1 for the PROJECT upon approval by CITY.

2 F. Participate in the development of a strategic approach to local community  
3 involvement and public outreach activities during implementation of PROJECT, until  
4 completion of construction.

5 G. Provide AUTHORITY opportunities to review and comment on studies, reports,  
6 plans, specifications, third party agreements, and other documents related to PROJECT  
7 development, which are in CITY's possession and/or which have been provided to CITY for  
8 review. To the extent that such documents or third party agreements may obligate  
9 AUTHORITY, AUTHORITY shall have the opportunity to review and approve prior to  
10 document acceptance by CITY.

11 H. Agree to maintain and operate the PROJECT at no cost to the AUTHORITY, in  
12 good condition and order, and free of refuse, for the benefit of the public and persons using the  
13 Metrolink station including security, public safety/policing upon CITY'S final inspection and  
14 AUTHORITY'S contractor obtaining a Certificate of Occupancy.

15 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

16 AUTHORITY shall be the lead agency for PROJECT implementation. AUTHORITY  
17 shall perform the following essential activities:

18 A. Complete PROJECT per Project Description, as outlined in Attachment 1 to this  
19 Agreement, and in accordance with PROJECT schedule as outlined in Attachment 2.

20 B. Identify and secure funding sources, and administer funding during all design  
21 and construction phases of PROJECT.

22 C. Provide funding for Design Phase of Project up to a maximum cumulative  
23 payment obligation amount of One Million One Hundred Thousand Dollars (\$1,100,000.00).  
24 Provide funding for the Construction Phase of PROJECT up to a maximum cumulative  
25 payment obligation amount of Sixteen Million Five Hundred Thousand Dollars  
26 (\$16,500,000.00) , This amount is a conceptual estimate and shall be updated at 65% design

1 completion.

2 D. Lead the procurement for design consultant services for PROJECT, allowing for  
3 CITY support and input in the evaluation and selection of the design consultant team.

4 E. Comply with all federal and state third party contracting laws and regulations.

5 F. Project management and project administration.

6 G. Project design planning and site master planning.

7 H. Site and facilities design.

8 I. Secure approvals and permits required by CITY, third party public agencies or  
9 private sector entities, including utilities. Coordinate activities related to securing, and secure,  
10 such approvals and permits for construction of PROJECT.

11 J. Develop strategic approach to, and perform lead role in, local community  
12 involvement and public outreach activities during implementation of PROJECT through  
13 completion of construction.

14 K. Coordinate facilities operations, maintenance plans, public safety, during project  
15 construction.

16 L. Prepare construction contract documents, advertise and award construction  
17 contract, and conduct construction administration and construction management.

18 M. Coordinate PROJECT with transit operators and other stakeholders.

19 N. Perform management and/or coordination of construction interfaces with  
20 adjoining properties and other concurrent construction projects affecting the PROJECT.

21 O. Perform PROJECT closeout activities, including walk-through, punch list, as-built  
22 records, final payment accounting, etc.

23 P. Support the CITY'S efforts to mitigate the cost of operation and maintenance of  
24 the PROJECT thru the development of a parking management plan consistent with guidelines  
25 of the funding sources. Any such plan must first accommodate transit parking demand as  
26 mutually determined by AUTHORITY and CITY based on ridership and parking usage.

1           **ARTICLE 4. TERMS OF AGREEMENT**

2           This Agreement shall commence upon execution by both parties, and shall continue in  
3 full force and effect through June 30, 2012.

4           **ARTICLE 5. INDEMNIFICATION**

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

11           B.   CITY shall maintain adequate levels of insurance, or self-insurance to assure full  
12 indemnification of AUTHORITY.

13           C.   AUTHORITY shall indemnify, defend and hold harmless the CITY, it's officers,  
14 directors, employees and agents from and against any and all claims (including attorney's fees  
15 and reasonable expenses for litigation and settlement) for any loss or damages, bodily injuries,  
16 damage to, or loss of property caused by the negligent acts, omissions or willful misconduct by  
17 AUTHORITY, its officers, directors, employees or agents in connection with or arising out of  
18 the performance of this Agreement.

19           D.   AUTHORITY shall maintain adequate levels of insurance, or self-insurance to  
20 assure full indemnification of CITY.

21           **ARTICLE 6. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

22           All parties agree to the following mutual responsibilities regarding PROJECT:

23           A.    This Agreement may only be extended upon mutual written agreement by both  
24 parties.

25           B.    This Agreement may be terminated by either party after giving thirty days written  
26 notice.

1 C. This Agreement may be amended in writing at any time by the mutual consent of  
 2 both parties. No amendment shall have any force or effect unless executed in writing by both  
 3 parties.

4 D. The persons executing this Agreement on behalf of the parties hereto warrant  
 5 that they are duly authorized to execute this Agreement on behalf of said parties and that, by  
 6 so executing this Agreement, the parties hereto are formally bound to the provisions of this  
 7 Agreement.

8 E. All notices hereunder and communications regarding the interpretation of the  
 9 terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in  
 10 person or by depositing said notices in the U.S. mail, registered, or certified mail and  
 11 addressed as follows:

To CITY:	To AUTHORITY:
City of Tustin	Orange County Transportation Authority
300 Centennial Way	550 South Main Street
P.O. Box 3715	P. O. Box 14184
Tustin, CA 92780-3715	Orange, CA 92863-1584
Attention: Tim Serlet, P.E.	Attention: John Mathis
Director of Public Works / City Engineer	Senior Contract Administrator
	Contracts Administration & Materials Management
Tele 714/ 573-3150; Fax 714/734-8991	Tele 714/560-5478; Fax 714/562-5792
email: tserlet@tustinca.org	email: jmathis@octa.net

24 F. The headings of all sections of this Agreement are inserted solely for the  
 25 convenience of reference and are not part of and not intended to govern, limit or aid in the  
 26 construction or interpretation of any terms or provision thereof.

1           G.     The provision of this Agreement shall bind and inure to the benefit of each of the  
2 parties hereto and all successors or assigns of the parties hereto.

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

8           I.     This Agreement may be executed and delivered in any number of counterparts,  
9 each of which, when executed and delivered shall be deemed an original and all of which  
10 together shall constitute the same agreement. Facsimile signatures will be permitted.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement No. C-7-1195 to be executed on the date first above written.

**CITY OF TUSTIN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Lou Bone  
Mayor

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

**ATTEST:**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Pamela Stoker  
City Clerk

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

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Doug Holland  
City Attorney

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

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

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

**ATTACHMENT 1**

**SCOPE OF WORK**

The Orange County Transportation Authority (AUTHORITY), in cooperation with the City of Tustin (CITY), is the lead agency for the expansion of the parking capacity by constructing an 825 space parking structure at the Tustin Metrolink Station (Tustin Station), located at 2975 Edinger Avenue, Tustin, California 92780. Tustin Station was constructed in 2001 and opened on January 18, 2002. Tustin Station is located on a 3.7-acre site and bounded by Jamboree Road on the East, Red Hill Avenue on the West, Walnut Avenue on the North, and the former Tustin Marine Corps Air Station on the South in the City of Tustin.

Current parking demands at Tustin Station are presently accommodated by an onsite 317 space surface parking lot. The proposed Tustin Station parking structure footprint will utilize the maximum area possible within the parking lot perimeters. The planning, design, and construction of proposed parking structure and its impacts on the Tustin Station site will also be evaluated during the development phases and remedies to these impacts will constitute the PROJECT.

The Tustin Station parking expansion plan encompasses the following:

1. 825 space parking structure;
2. Bus parking, cutouts, islands, and layover area;
3. Elevator structures and stairs;
4. Waiting area canopies and benches;
5. Janitorial closets and maintenance storage room;
6. Kiss-and-ride drop-off and plaza area;
7. Public restrooms;
8. Motorcycle and bicycle parking facilities;
9. Surface storm drainage;
10. Landscaping and irrigation systems;

ATTACHMENT 1

**SCOPE OF WORK (CONTINUED)**

11. Site hardscaping;
12. Access and circulation roadways;
13. Uninterrupted emergency power with backup batteries;
14. Electrical and communications systems, including Video Security System;
15. Wet and dry utilities;
16. Infrastructure for future parking fees collection; and
17. Design which will not preclude on/off ramps to/from southbound Jamboree road frontage road.

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ATTACHMENT 2

PROJECT MASTER SCHEDULE

TASK	LEAD	START	COMPLETE
Develop Cooperative Agreement	OCTA	9/1/2007	1/31/2008
Environmental Approval Phase	CITY	9/1/2007	12/31/2007
Apply for STIP Funds (Design Phase)	OCTA	2/1/2008	3/31/2008
Issue RFP/Design Phase & NTP	OCTA	7/28/2008	5/31/09
Planning and Design Phase	OCTA / CITY	6/1/2009	5/30/2010
Bid, Advertise, Award Contract Phase	OCTA	6/1/2010	9/31/2010
Construction Phase (including close out)	OCTA	10/1/2010	6/30/2012

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MEMO

January 21, 2009

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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Project Management Consultant Services for the Metrolink Service Expansion and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Programs

**Overview**

On June 26, 2006, the Board of Directors approved an agreement with PB Americas, Inc., in the amount of \$5,000,000, to provide project management consultant services for the Metrolink Service Expansion Program. The agreement was later amended after approval of the Renewed Measure M Early Action Plan to include funding for project management of the Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program, in the amount of \$1,270,000. Significant efforts have been undertaken to advance the two programs to meet the program schedule. The proposed amendment requests additional contract authority to support the need for expanded project management consultant services for these programs through June 30, 2011, as well as provide support for proposed commuter rail economic stimulus projects.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 6 to Agreement No. C-6-0165 between the Orange County Transportation Authority and PB Americas, Inc., in an amount not to exceed \$6,850,000, for continued project management consultant services to support the Metrolink Service Expansion Program, Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program, and commuter rail economic stimulus projects through June 30, 2011, for a total contract value of \$12,170,000.

**Background**

On November 14, 2005, the Orange County Transportation Authority (Authority) Board of Directors (Board) authorized staff to begin implementation of the Metrolink Service Expansion Program (MSEP) for high-frequency Metrolink

**Amendment to Agreement for Project Management Consultant Services for the Metrolink Service Expansion and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Programs** **Page 2**

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service between the Laguna Niguel/Mission Viejo and Fullerton Metrolink stations by early 2010. The Board further approved a comprehensive funding strategy, which includes approximately \$448 million for capital improvements in support of the MSEP by the year 2010 and beyond. The rolling stock procurements are currently underway for purchase of cars and locomotives. The equipment is being manufactured and is scheduled to be available for implementation of the MSEP in early 2010.

On June 26, 2006, the Board authorized the award of Agreement No. C-6-0165 to PB Americas, Inc., to provide project management consultant services for the MSEP for a five-year term. This agreement was amended on October 5, 2007, as a result of Board approval of the Renewed Measure M (M2) Early Action Plan to include funds to support the Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program, which were included as part of the original scope of work (Attachment A). Efforts to date have included project development for the MSEP, Rail-Highway Grade Crossing Enhancement and Quiet Zone Program, quiet zone development support, development of a countywide comprehensive grade crossing safety program, other studies, station development, and economic stimulus preparation. A detailed description of the work performed to date is included in Attachment B.

***Discussion***

The MSEP and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program are underway with the Authority, Southern California Regional Rail Authority (SCRRA), and the affected cities. A comprehensive approach, led by SCRRA acting as the implementing agency on behalf of the Authority, to design and construct all of the safety and quiet zone improvements is underway. The grade crossing improvements are expected to be constructed in coordination with the track and infrastructure projects which are part of the MSEP. It is anticipated by SCRRA that construction of both programs will begin by May 2009.

To support the Authority's increasingly aggressive project delivery schedule for both programs, the project management consultant (PMC) provided necessary staffing based on time and materials to avoid any delays in advertising and awarding the MSEP and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program. Based on PMC efforts to date and fiscal year 2008-09 estimated expenditures, the current contract value of \$6,127,000, will be expended by September 2009. The project is now in the bid phase and the scope of work to support delivery of the project during construction (2009-2010)

**Amendment to Agreement for Project Management Consultant Services for the Metrolink Service Expansion and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Programs** **Page 3**

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has been developed and serves as the basis for the proposed contract amendment.

In order to assist the Authority in meeting the program delivery schedule, including the service expansion and improvements necessary for the cities' implementation of quiet zones, it is necessary to augment the project management support budget for these services. Therefore, staff is requesting to amend the PMC agreement, in an amount not to exceed \$6,850,000, to augment the current budget for MSEP and the M2 Early Action Plan grade crossing program in order to provide the following services. Each task has been described in detail in Attachment C.

- Technical Support
- Quiet Zone Improvement Monitoring
- Assisting Cities in Establishing Quiet Zones
- Quality Assurance Program
- Construction Management Oversight Assistance
- Change Order and Claims Oversight Assistance
- Change Management
- Environmental Mitigation Monitoring
- Public Information Program Support

This proposed amendment requests additional contract authority to support the project management consultant services for these programs through June 30, 2011, based upon proposed capital improvements identified in the plans, specifications, and estimates prepared by SCRRA.

In addition to projects currently underway, the PMC will provide technical support for the development of rail projects for an anticipated federal economic stimulus program. Given the quick turnaround necessary to have projects shelf-ready for such funds, the proposed amendment includes \$950,000 for PMC services to support commuter rail projects through project development and construction including, but not limited to:

- Preliminary engineering and environmental compliance for extension of a second main track from just south of the Laguna Niguel/Mission Viejo Station to La Zanja Street in San Juan Capistrano.
- Conceptual engineering, environmental compliance, project reports, preliminary engineering for other track and structure rehabilitations, and upgrades that may be proposed.

**Amendment to Agreement for Project Management Consultant Services for the Metrolink Service Expansion and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Programs** **Page 4**

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- Assessment of design-build method of delivery for rail station parking expansion projects.
- Provide construction management oversight services.
- Project delivery plans/schedule monitoring.
- Contract management and development of cooperative agreements.

The total funding request for the MSEP, Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program, and economic stimulus project development is \$6,850,000 (Attachment D).

**Fiscal Impact**

The additional work described in Amendment No. 6 to Agreement No. C-6-0165 can be accommodated within the Authority's Fiscal Year 2008-09 Budget, Account 0010-7519-T5400. Additional funding for the amendment will be included in the Authority's subsequent fiscal year budgets.

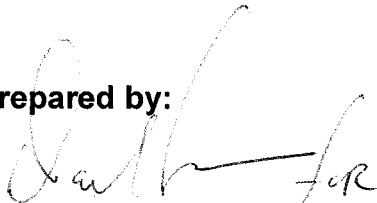
**Summary**

Based on the material provided, staff recommends approval of Amendment No. 6 to Agreement No. C-6-0165, in the amount of \$6,850,000, with PB Americas, Inc., for continued project management consultant services to support the Metrolink Service Expansion Program and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program through June 30, 2011.

**Attachments**

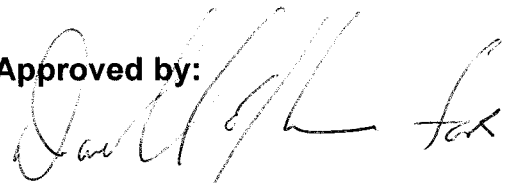
- A. PB Americas, Inc., Agreement No. C-6-0165 Fact Sheet
- B. Project Development Summary
- C. Consultant Scope of Work – Detail Description
- D. Consultant Amendment Cost Summary

**Prepared by:**



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

**Approved by:**



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

**PB Americas, Inc.  
Agreement No. C-6-0165 Fact Sheet**

1. June 26, 2006, Agreement No. C-6-0165, \$5,000,000, approved by Board of Directors.
  - Provide project management consultant services for the MSEP.
2. October 25, 2006, Amendment No. 1 to Agreement No. C-6-0165, \$0, approved by the contract administrator.
  - Amend contract provisions only. No change in dollar value.
3. March 21, 2007, Amendment No. 2 to Agreement No. C-6-0165, \$0, approved by contract administrator.
  - Administrative change to the contract to reflect consultant name change to PB Americas, Inc.
4. April 3, 2007, Amendment No. 3 to Agreement No. C-6-0165, \$0, approved by contract administrator.
  - Administrative change to revise hourly rate schedule. No change in dollar value.
5. December 12, 2007, Amendment No. 4 to Agreement No. C-6-0165, \$0, approved by contract administrator.
  - Administrative change to the contract to revise key personnel and hourly rate schedule. No change in dollar value.
6. January 22, 2008, Amendment No. 5 to Agreement No. C-6-0165, \$1,270,000, executed (approved by the Board of Directors October 5, 2007).
  - Increase project budget for Rail-Highway Grade Crossing Enhancement Program project management services.
7. January 12, 2009, Amendment No. 6 to Agreement No. C-6-0165, \$6,850,000, pending Board of Directors' approval.
  - Project management consultant services for the MSEP and grade crossings during construction and quiet zone implementation.

Total committed to PB Americas, Inc., after approval of Amendment No. 6 to Agreement No. C-6-0165: \$12,170,000.



## Project Development Summary

### Metrolink Service Expansion Program (MSEP)

The procurement of consultant services was completed in June 2006. The original scope of work for the project management consultant (PMC) was to assist the Orange County Transportation Authority's (Authority) project manager by providing technical expertise in managing and overseeing the MSEP, including operations analysis and simulations, rail right-of-way improvements, and station improvements.

At the time of contract award, the \$5,000,000 value of the agreement was based on staff's best estimate for the program. However, the scope of the MSEP requirements had not been fully developed nor validated through operations simulations modeling to ensure the program would provide the capacity and service reliability improvements necessary to implement high-frequency service between the Laguna Niguel/Mission Viejo and Fullerton Metrolink stations. Subsequently, the consultant developed and finalized the operations simulations modeling resulting in the identification of additional track infrastructure improvements required to support the MSEP. The PMC will provide management support to the Authority during construction of the rail infrastructure improvements approved by the Board.

### Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program

On August 27, 2007, as part of the Renewed Measure M (M2) Early Action Plan, the Board of Directors (Board) approved the implementation strategy for the Rail-Highway Grade Crossing Enhancement and Quiet Zone Program at 51 at-grade rail-highway grade crossings (grade crossings) in Orange County. On October 5, 2007, the PMC agreement was amended to provide project management support to monitor the cost and schedule of the 51 grade crossings during design and contract award phases. The value of the contract amendment was \$1,270,000, which was based on staff's estimate of having one full-time consultant position to support the single Authority project manager of this program.

During the design phase, the PMC provided constructability review, assisted Authority staff in preparing and processing nine cooperative agreements between the Authority and nine cities, coordinated the nine construction and maintenance agreements between the Southern California Regional Rail Authority (SCRRA) and the cities, and assisted Authority staff in the preparation of final right-of-way requirements and identification of the major utilities impacts at the 51 grade crossings. Additionally, the PMC prepared environmental compliance documents for the 51 grade crossing projects and assisted each city to file the documents with the regulatory agencies.

## Quiet Zone Development Support

As part of the M2 Early Action Plan, the Board directed staff to advance the development of quiet zones and implementation of grade crossing safety enhancements so that these are on the same schedule as the MSEP. This gives cities the opportunity to establish quiet zones in the respective communities on or about the same timeframe as the increase in rail service in Orange County.

During the preliminary design phase, the PMC facilitated discussions and on-site meetings with the Federal Railroad Administration (FRA) to evaluate the eligibility criteria for establishment of quiet zones, and coordination between the cities, SCRRA, FRA, and the California Public Utilities Commission (CPUC). In order to assist the cities in understanding the federal process, the PMC developed and delivered a Quiet Zone Informational Workshop for the nine cities, including a site visit with FRA, SCRRA, CPUC, and the cities.

## Development of a Countywide Comprehensive Grade Crossing Safety Program and Quiet Zone

The SCRRA, with the support of Authority staff and the PMC, developed systemwide grade crossing design standards and guidelines, including design of pedestrian safety improvements to ensure consistent approaches to grade crossing enhancements. The guidelines are expected to serve as the standard for all improvements in Orange County and throughout the SCRRA system. This comprehensive approach, currently being advocated by the FRA and the CPUC, is intended to improve the overall safety at grade crossings.

Significant resources have been directed to frequent and close coordination with each of the cities. Numerous technical meetings were held between October 16, 2007 and January 9, 2008, with each of the nine affected cities to help ensure the success of the program. During these meetings, progress of the design, pedestrian and safety gate considerations, coordination with planned city improvements, funding responsibilities, and the need for cooperative agreements were all discussed with the individual cities. These meetings were attended by the Authority, SCRRA, SCRRA's design consultants, and the PMC for both the Authority and SCRRA, along with key transportation representatives for each of the cities. In addition to the individual city meetings, each of the cities was invited to attend a two-day grade crossing design seminar, convened in late October 2007, to provide specific focus on the proposed Institute of Electrical and Electronics Engineers 1570 signal pre-emption infrastructure. These extensive meetings and additional workshops have required a greater level of effort from the PMC than staff originally anticipated and programmed.

The current schedule calls for SCRRA to begin construction in early 2009 and complete all the safety improvements by the end of 2010. Staff and the PMC have been working closely with each city to ensure that all concerns identified by the cities are addressed in the final conformed/construction plans and signed off by each city.

## Pedestrian Treatments at Grade Crossings

When the program strategy was approved by the Board, the pedestrian treatments were not yet defined. Since that time, SCRRA has finalized the standards for pedestrian treatments at grade crossings. The pedestrian treatments were shared with the cities and incorporated into the 100 percent design plans. This was an iterative process with the stakeholders to ensure all parties came to agreement on the proposed design of pedestrian treatments at grade crossings.

## Establishment of Quiet Zones

The first step in the process of establishing quiet zones by the participating cities is to define the scope of the improvements for each grade crossing. This scope of improvements was then incorporated into a draft cooperative agreement submitted to each city for review and concurrence. It is important to note that while the required physical improvements will be constructed by SCRRA, the improvements alone will not result in establishment of a desired quiet zone. In accordance with the FRA Final Train Horn Rule, both a Notice of Intent and Notice of Establishment (NOE) must be submitted and the NOE must be approved. The responsibility for these requisite steps rests with each individual city and not with the Authority or SCRRA.

In order to assist the cities with the establishment of a quiet zone, the Authority and PMC held a workshop focused on the preparation and submittal of documents required by the FRA as part of the approval process. Furthermore, the Authority intends to provide PMC resources to support the cities' efforts in the preparation of the submittal packages in order to ensure that submittals to the FRA are consistent and of a high quality. The PMC will provide quality assurance services in reviewing the quiet zone application and ensure that all the data entered into the applications is accurate and properly completed.

## Other Studies

In the first two years of the agreement, several tasks were undertaken that required significant PMC resources. The development and validation of an operations simulations model for the rail corridor between Los Angeles and San Diego was a significant task. All existing and proposed rail traffic, including Amtrak, Metrolink, Coaster, and freight trains were included in the operations model. This work effort also supports the Authority's efforts related to coordination and implementation of the Los Angeles – San Diego – San Luis Obispo rail corridor.

Another significant effort by the PMC was the environmental compliance for both the MSEP and the Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program. The PMC prepared these documents, including applications for permits, regulatory filings, mitigation and monitoring plans, and requests, as necessary, for variances from local ordinances.

Several other studies were performed by the PMC, including development of the initial basis of design for the proposed Anaheim Regional Transportation Intermodal Center project, conceptual design for the layover facility, turnback facilities, and station parking demand analysis.

### Station Development

The Authority is the lead agency for the development and construction of additional parking and station improvements at Metrolink stations. The PMC is providing consultant support for the station parking expansion projects. Authority staff has been working with cities to identify station improvements and parking requirements as well as opportunities for cities to enhance station amenities through inclusion of other uses or adjacent development opportunities. The PMC has prepared conceptual layouts for parking structures at the existing Metrolink stations as well as project study reports for station improvements. Station and parking improvements are slated for the following stations:

- Laguna Niguel/Mission Viejo (parking expansion)
- Tustin (parking structure planned)
- Orange (parking structure/potential joint use)
- Fullerton (parking structure/potential joint use)
- Buena Park (parking expansion/structure)

### Economic Stimulus Preparation

Over the past few months, the PMC has been called on to analyze and evaluate potential rail projects in implementation of a federal economic stimulus program. These efforts have included preparation of a project report for the extension of a second main track south of Laguna Niguel/Mission Viejo Station, evaluation of maintenance of way spur tracks for non-revenue equipment, as well as possible upgrades to existing tracks and structures.

**Consultant Scope of Work  
Detail Description**

**Technical Support:**

Support Authority's project managers by providing specialized expertise as required to effectively implement the MSEP and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program and complete all work associated with capital improvements, station, and parking expansion through construction. Provide extensive document control, technical expertise on an as needed basis, and assistance in the oversight of project implementation, administration and schedule, and project controls. Consultant's support shall include but not be limited to the following:

- Project management for parking design/construction
- Support of signal, trackwork, station improvements, as needed
- Railroad, member agency, and consultant coordination
- Utility coordination during construction with SCRRRA and nine cities
- Coordination with cities' inspectors during construction
- Environmental mitigation monitoring at 51 grade crossings
- Oversee construction management
- Project delivery plans/schedule monitoring
- Administrative support and reporting
- Contract management and development of cooperative agreements and memorandums of understanding with cities including review of railroad agreements
- Oversee railroad signal engineering technical assistance as needed to coordinate with cities' traffic signal systems

**Quiet Zone Improvement Monitoring:**

- Oversee and monitor inspection of related quiet zone improvements during the construction phase.
- Prepare the monthly report to the Authority and cities on progress and any potential issues.
- Manage and coordinate with consultant team to assist the cities in the preparation of the quiet zone applications and review process by FRA and CPUC.
- Coordination/oversight of activities between cities and SCRRRA.

### **Public Information Program Support:**

- Assist in development of outreach plan to support the Authority's community outreach team by providing necessary information for communication to neighborhoods and communities affected by the MSEP and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program. This role includes communication of construction information for the Authority's public outreach efforts.

### **Project Controls/Invoice Reviews:**

- Set up project controls system to provide accurate and timely information on budget, schedule, milestones, and payments for MSEP and Rail-Highway Grade Crossing Safety and Quiet Zone Program.
- Prepare monthly reports on contract status and estimate at completion.
- Establish baseline schedule and track project and budget against the schedule.
- Track change orders and identify any cost or scope changes or anticipated cost overruns.

### **Quality Assurance Program:**

- Develop, maintain, and administer a detailed Quality Assurance Program for the Authority during the construction phases as requested. This Quality Assurance Program will address Authority, SCRRRA/Metrolink, and city requirements.
- Develop procedures for auditing and conduct quality assurance audits of program deliverables to ensure compliance with the Quality Assurance Program. To ensure maximum reliability, the consultant will develop a program audit schedule designed to identify deficiencies. Audits will be used to initiate open communications for the development and implementation of our key quality program. Deliverables include:

Quality Assurance Program Procedures  
Quality Assurance Audits as Requested  
Program Audit Schedule  
Quality Assurance Audit Reports

### **Construction Management Oversight Assistance:**

- Assist Authority in identifying project risks by maintaining a project risk register during design and construction. Assist the Authority in tracking the

identified risks, monitoring residual risks, identifying new risks, executing risk response plans, and evaluating their effectiveness throughout construction.

- Provide construction management oversight services. The consultant will provide staff familiar with the construction procedures and methods of the Authority, SCRRA/Metrolink, and cities and will develop a construction oversight management plan and budget for the MSEP and Rail-Highway Grade Crossing Safety Enhancement Program.
- Develop a construction oversight procedures manual, which will follow current industry construction procedures and needs specific to the Authority. Construction management oversight will adhere to terms identified in the cooperative agreements between the Authority, Metrolink, and the cities.
- Provide field forces to oversee SCRRA's construction management efforts.

#### **Change Order and Claims Oversight Assistance:**

- Provide experienced staff to support the Authority with oversight and review of Metrolink change orders.

#### **Change Management:**

- Changes to the MSEP and Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone Program's baseline cost and schedule will be monitored by the consultant. A contract change order review and approval process will be implemented in accordance with the developed procedures. Each change order request will be carefully evaluated for cost and schedule prior to recommendation of approval by consultant.
- Consultant staff will assist the Authority and Metrolink in the negotiation and provide documentation at the request of the Authority.

**Consultant Amendment Cost Summary**

<b>Program</b>	<b>Program Cost</b>	<b>Original PMC Agreement</b>	<b>Proposed PMC Amendment</b>
MSEP	\$95,000,000	\$5,000,000	\$2,900,000
Rail-Highway Grade Crossing Safety Enhancement and Quiet Zone	\$70,000,000	\$1,270,000	\$3,000,000
Stations	\$123,000,000		
Locomotives and Rolling Stock	\$160,000,000		
Economic Stimulus Project Development			\$950,000
<b>Total</b>	<b>\$448,000,000</b>	<b>\$6,270,000</b>	<b>\$6,850,000</b>







BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Consultant Selection for the 2009 Congestion Management Program Traffic Data Collection

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-8-1244 between the Orange County Transportation Authority and Fehr and Peers Associates, in an amount not to exceed \$350,000, for the collection of traffic data for the Measure M Growth Management Program and the Orange County Congestion Management Program.



*January 19, 2009*

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Consultant Selection for the 2009 Congestion Management Program Traffic Data Collection

***Overview***

As part of the Orange County Transportation Authority's Fiscal Year 2008-09 Budget, the Board of Directors approved the collection of traffic counts to support the traffic monitoring requirements of Measure M and state-mandated programs. Offers were received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

***Recommendation***

Authorize the Chief Executive Officer to execute Agreement No. C-8-1244 between the Orange County Transportation Authority and Fehr and Peers Associates, in an amount not to exceed \$350,000, for the collection of traffic data for the Measure M Growth Management Program and the Orange County Congestion Management Program.

***Background***

The Orange County Transportation Authority (OCTA) is preparing the 2009 Orange County Congestion Management Program (CMP), a report mandated by the State of California as part of the Proposition 111 gas tax. A key requirement of the CMP is the monitoring of traffic level of service (LOS) standards for the Congestion Management Highway System. As the designated congestion management agency for Orange County, OCTA collects and compiles the traffic data to monitor local jurisdiction compliance with LOS standards. Local compliance ensures eligibility for state gas tax funds. The project involves collecting traffic data for 95 intersections. Traffic counts are taken during the morning and evening peak periods for three days for each

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intersection. The project schedule necessitates completion of the CMP-related data collection by the end of May 2009. The CMP report itself will be issued by OCTA before the end of 2009.

The Measure M Growth Management Program (GMP) requires the biennial monitoring of traffic LOS at 149 key intersections on the Master Plan of Arterial Highways network. The monitoring effort provides information on how local jurisdictions are fulfilling their general plan requirements regarding LOS goals. As part of this project, data will be collected for all GMP intersections. A total of 244 CMP and GMP intersections will be counted.

### ***Discussion***

This procurement was handled in accordance with OCTA's procedures for professional and technical services and was competitively bid. In addition to cost, other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar projects, approach to the requirements, and technical expertise in the field.

A request for proposals (RFP) was sent on October 14, 2008, to 680 firms registered on CAMM NET. Addendum No. 1 to the RFP was issued on October 18, 2008. Addendum No. 2 to the RFP was issued on October 20, 2008. These addendums addressed administrative issues and provided firms with the attendance list from the pre-proposal conference. Addendum No. 3 was issued on October 29, 2008, and Addendum No. 4 was issued on October 31, 2008; both provided responses to questions submitted by prospective bidders.

On November 10, 2008, eight offers were received. An evaluation committee composed of staff representing the Planning Department and Contracts Administration Materials Management was established to review all offers submitted. The offers were evaluated on the basis of four equally weighted criteria: firm qualifications, staffing and project organization, work plan, and price.

The evaluation committee found four of the firms qualified for the work and interviewed each firm on November 24, 2008. The following is the ranking of

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the firms as determined by the combined scores of the proposal evaluation and interviews:

Firm and Location

Fehr and Peers Associates  
Irvine, California

Quality Traffic Data, LLC  
Los Angeles, California

Rick Engineering Company  
Lake Forest, California

Advantec Consulting Engineers  
Diamond Bar, California

Fehr and Peers Associates demonstrated excellent technical knowledge of the project and provided a high value for the price offered. Furthermore, Fehr and Peers Associates offered an innovative work plan for the project that will enhance the completion of the CMP. Based on proposal reviews and interviews, the evaluation committee recommends that Fehr and Peers Associates be retained to perform the collection of traffic data.

Qualifications of the Firm

All four firms that were interviewed showed experience managing traffic data collection projects. Fehr and Peers Associates demonstrated excellent technical understanding of the CMP project and the required deliverables. The firm has been involved in many other projects involving traffic data collection efforts.

Staffing and Project Organization

The proposed key staff of the firms were all skilled. The staff of Fehr and Peers Associates benefited from experience managing other large-scale traffic data collection projects and had excellent availability for the project. The firm's project manager also managed the previous round of CMP data collection and is very qualified to direct this effort.

Work Plan

The four firms provided work plans that met the minimum requirements of the scope; however, the work plan developed by Fehr and Peers Associates

demonstrated a comprehensive understanding of the required deliverables that went beyond the basics. Fehr and Peers Associates outlined an inventive scope of work that identified valuable tasks including assisting OCTA with the completion of the CMP report. Fehr and Peers Associates will also provide useful tools that can be used in future rounds of the CMP and will also be useful for the countywide Traffic Signal Synchronization Program that OCTA is currently developing.

**Price**

Cost was one factor in the procurement and Fehr and Peers Associates had the second-lowest price among the short-listed firms. Overall, Fehr and Peers Associates provided the best value for the price based on its staffing, experience, and proposed work plan.

**Fiscal Impact**

This project was approved in OCTA's Fiscal Year 2008-09 Budget, Development Division, Planning and Analysis Department, Account 0017-7519-FF002-P5K.

***Summary***

Based on the information provided, staff recommends an award of Agreement No. C-8-1244 to Fehr and Peers Associates, in an amount not to exceed \$350,000, to collect traffic data in support of the CMP and Measure M GMP.

***Attachments***

- A. Review of Proposals – Request for Proposals (RFP) No. 8-1244 – 2009 Congestion Management Program Traffic Data Collection
- B. Proposal Evaluation Criteria Matrix (Short List) – Request for Proposals (RFP) No. No. 8-1244 – 2009 Congestion Management Program Traffic Data Collection

**Prepared by:**

*Brian Smolke*

Brian Smolke  
Senior Transportation Analyst,  
Regional Modeling  
(714) 560-5751

**Approved by:**

*Kia Mortazavi*

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

## Review of Proposals - Request for Proposals (RFP) No. 8-1244 2009 Congestion Management Program Traffic Data Collection

(Presented to Highways Committee on January 19, 2009)

8 proposals were received, 4 firms were interviewed

Overall Ranking	Overall Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments	Fixed Rate	Price
1	83	<b>Fehr &amp; Peers Associates, Inc.</b> Irvine, CA	National Data & Surveying Service Orange, CA  Transportation Studies, Inc. Tustin, CA	Highest ranked overall firm. Excellent presentation during the interview that addressed all key issues. Team has related experienced, a dedicated staff, local knowledge, and a variety of related project experience. Prior Orange County Transportation Authority (OCTA)-related experience and commitment to reliable and quality traffic counts. Excellent work plan with details that clearly show understanding of traffic counts. Went beyond the basics and offered several value-added services.	Fixed Rate	\$ 344,660.00
2	78	<b>Quality Traffic Data, LLC</b> Los Angeles, CA	KOA Corporation Orange, CA	Good professional firm with extensive experience in traffic counts. Work plan covered the basics well, but did not include much detail. Interview showed good communication and track record. Subconsultant already active with multiple, significant OCTA projects.	Fixed Rate	\$ 274,778.00
3	74	<b>Rick Engineering Company</b> Lake Forest, CA	National Data & Surveying Service Orange, CA  Transportation Studies, Inc. Tustin, CA	Good professional firm with related experience to project. Experienced traffic count with reliable records. Work plan lacked details. Interview demonstrated some experience relevant to the project.	Fixed Rate	\$ 349,626.00
4	74	<b>Advantec Consulting Engineers</b> Diamond Bar, CA	National Data & Surveying Service Orange, CA  Pacific Traffic Data Service Orange, CA  Counts Unlimited Orange, CA	Good professional firm with good knowledge of traffic counts. Good technical skills and work plan.	Fixed Rate	\$ 351,575.00

**Evaluation Panel: (5)**

OCTA:

CAMM (1)

Development:

Strategic Planning (4)

**Proposal Criteria**

Qualifications of Firm

Staffing and Project Organization

Work Plan

Price

**Weight Factor**

25%

25%

25%

25%



**PROPOSAL EVALUATION CRITERIA MATRIX (Short List)  
Request for Proposals (RFP) No. 8-1244  
2009 Congestion Management Program Traffic Data Collection**

Firm: Ferh & Peers Associates, Inc.						Weights	Criteria Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.5	5.0	5.0	4.5	5	23
Staffing/Project Organization	4.0	4.0	4.0	4.0	4.0	5	20
Work Plan	4.0	4.0	4.0	4.0	4.0	5	20
Cost and Price	4.0	4.0	4.0	4.0	4.0	5	20
<b>Overall Score</b>	<b>80</b>	<b>83</b>	<b>85</b>	<b>85</b>	<b>83</b>		<b>83</b>

Firm: Quality Traffic Data, LLC						Weights	Criteria Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	3.5	3.5	3.5	4.0	3.5	5	18
Staffing/Project Organization	3.5	3.5	3.0	4.0	3.5	5	18
Work Plan	3.0	3.0	3.5	4.0	3.5	5	17
Cost and Price	5.0	5.0	5.0	5.0	5.0	5	25
<b>Overall Score</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>85</b>	<b>78</b>		<b>78</b>

Firm: Rick Engineering Company						Weights	Criteria Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	4.0	3.0	4.0	4.5	4.0	5	20
Staffing/Project Organization	4.0	3.0	4.0	4.0	3.5	5	19
Work Plan	3.5	3.0	3.0	3.5	3.5	5	17
Cost and Price	3.9	3.9	3.9	3.9	3.9	5	20
<b>Overall Score</b>	<b>77</b>	<b>65</b>	<b>75</b>	<b>80</b>	<b>75</b>		<b>74</b>

Firm: Advantec Consulting Engineers						Weights	Criteria Score
Evaluation Number	1	2	3	4	5		
Qualifications of Firm	3.5	3.0	4.0	4.0	3.5	5	18
Staffing/Project Organization	3.5	3.0	3.5	4.0	3.5	5	18
Work Plan	3.5	4.0	4.0	3.0	4.0	5	19
Cost and Price	3.9	3.9	3.9	3.9	3.9	5	20
<b>Overall Score</b>	<b>72</b>	<b>70</b>	<b>77</b>	<b>75</b>	<b>75</b>		<b>74</b>

Note : The scores of the non-short listed range from 60 to 68

Evaluation Panel: (5)

OCTA:

CAMM (1)

DEVELOPMENT (4)





MEMO

January 21, 2009

To: Members of the Board of Directors  
From: 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreement with Sultan Adult Day Healthcare

**Overview**

The Orange County Transportation Authority proposes to enter into a cooperative agreement with Sultan Adult Day Healthcare. A cooperative agreement is required to establish roles, responsibilities, and process for a cost sharing arrangement to provide alternative transportation services for ACCESS riders attending the Sultan Adult Day Healthcare program.

**Recommendation**

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-1377 between the Orange County Transportation Authority and Sultan Adult Day Healthcare, in an amount not to exceed \$1,779,399, to share in the cost of providing transportation services through June 30, 2011.

**Background**

Trips provided to ACCESS customers traveling to and from adult-day healthcare (ADHC) facilities account for approximately one-third of all ACCESS trips. Many of these individuals require specialized service, beyond the requirements of ACCESS, due to significant physical and/or cognitive disabilities. In addition, paratransit growth management strategies implemented since July 2005 have resulted in service policies which impact the ADHC community. One of the recommended strategies included in the Paratransit Growth Management Plan, as well as studies of ADHC transportation, is to develop cost sharing agreements between the Orange County Transportation Authority (Authority) and ADHC facilities to transition ACCESS riders to an alternative transportation provider at a lower cost per trip. The Authority currently has similar agreements with five ADHC facilities which help defer up to \$1.2 million in annual costs.

***Discussion***

Sultan Adult Day Healthcare (Sultan) operates a facility in Anaheim which specializes in the care of Farsi-language seniors, drawing clients from all areas of the County. The Authority provides approximately 42,000 annual ACCESS trips to and from Sultan, many of which are longer, more expensive trips due to the specialization and countywide draw of their clients. Under this cooperative agreement (Attachment A), the Authority will contribute an operating subsidy of \$16.80 per one-way trip for trips that have been moved from ACCESS to services provided by Abrazar, Inc., (Abrazar) under contract with Sultan. Abrazar, a non-profit social service agency located in Westminster, currently provides more than 2,900 ADHC transportation trips each month for Acacia Adult Day Services and Community SeniorServ. In addition, Abrazar is a member of the Authority's Senior Mobility Program. Under this agreement, approximately 85 clients will be moved from ACCESS to services provided by Abrazar.

Using the average ACCESS cost per trip of \$28.76, the \$16.80 subsidy provided to Sultan will defer up to \$1.08 million in total expenses to the Authority during the initial term of the agreement (through June 30, 2010) and up to \$1.82 million over five years (Attachment B). Moving Sultan clients from ACCESS to Abrazar will also free ACCESS vehicle capacity during peak service hours as these clients travel weekdays during peak morning and afternoon commuting hours.

**Fiscal Impact**

Funds for this project through June 30, 2009, in the amount of \$252,000, are included in the Authority's Fiscal Year 2008-09 Budget, Transit Division, Community Transportation Services, Account 2131-7312-1208-N4G, and provided through the Local Transportation Fund. Funds, in the amount of \$745,114 for the second year of the initial term, will be included in the proposed fiscal year 2009-10 budget. Funds, in the amount of \$782,285 for the third year of the initial term, will be included in the proposed fiscal year 2010-11 budget.

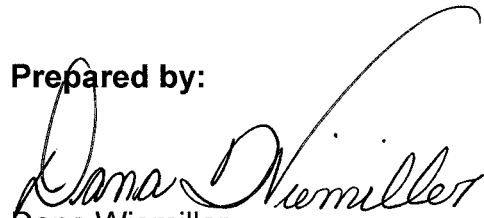
***Summary***

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement No. C-8-1377, in the amount of \$1,779,399 with Sultan Adult Day Healthcare, to provide a partial operating subsidy for ACCESS riders traveling to the Sultan facility using an alternate transportation service.

**Attachments**

- A. Draft Cooperative Agreement No. C-8-1377 between Orange County Transportation Authority and Sultan Adult Day Healthcare
- B. Operating Subsidy for Agreement No. C-8-1377 with Sultan Adult Day Healthcare

**Prepared by:**



Dana Wiemiller  
Community Transportation Coordinator  
(714) 560-5718

**Approved by:**



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

**DRAFT COOPERATIVE AGREEMENT NO. C-8-1377**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**SULTAN ADULT DAY HEALTH CARE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 Sultan Adult Day Health Care, 125 West Cerritos Avenue, Anaheim, California 92805 (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide alternative transportation services to ACCESS riders attending the Sultan Adult Day Health Care Program; and

**WHEREAS**, AUTHORITY agrees to provide an eighty (80) percent financial contribution to CONTRACTOR for providing the alternative transportation services; 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 this Cooperative Agreement with CONTRACTOR on January 26, 2009;

**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

1 condition(s) of the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior  
2 representations, understandings and communications. The invalidity in whole or in part of any term or  
3 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

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

11 **ARTICLE 2. AUTHORITY DESIGNEE**

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

14 **ARTICLE 3. SCOPE OF WORK**

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

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

<b><u>Names</u></b>	<b><u>Functions</u></b>
Zohreh Shayan	Chief Executive Officer
Ghanim Marouf	Chief Financial Officer

24 C. No person named in paragraph B of this Article, or his/her successor approved by  
25 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function  
26 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.



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

7 **ARTICLE 4. TERM OF AGREEMENT**

8 A. This Agreement shall commence on February 15, 2009 and shall continue in full force and  
 9 effect through June 30, 2011 ("Initial Term"), unless earlier terminated or extended as provided in this  
 10 Agreement.

11 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
 12 additional twelve (12) months, commencing July 1, 2011, and continuing through June 30, 2012 ("First  
 13 Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise  
 14 perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in Article 5,  
 15 "Payment."

16 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
 17 additional twelve (12) months, commencing July 1, 2012, and continuing through June 30, 2013  
 18 ("Second Option Term"), and thereupon require CONTRACTOR to continue to provide services and  
 19 otherwise perform in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in  
 20 Article 5, "Payment."

21 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish  
 22 its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as  
 23 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period  
 24 extending from February 15, 2009 through June 30, 2013, which period encompasses the Initial Term,  
 25 First Option Term, and Second Option Term.

26 /

**ARTICLE 5. PAYMENT**

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

B. The following schedule shall establish the firm fixed per one-way trip payment to CONTRACTOR by AUTHORITY for the work set forth in the Scope of Work.

<u>Fiscal Year</u>	<u>Annual One-way Trips</u>	<u>80% Contribution Per One-way Trip</u>	<u>Firm Fixed Price</u>
08/09	15,000	\$16.80	\$252,000.00
09/10	42,240	\$17.64	\$745,114.00
10/11	42,240	\$18.52	\$782,285.00
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>			<b>\$1,779,399.00</b>

C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments representing an eighty percent (80%) contribution corresponding to the actual program costs incurred during the month. Actual one-way trips and program costs incurred shall be documented in a monthly report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any one-way trip listed in paragraph B of this Article until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required.

D. A single invoice shall be submitted by CONTRACTOR within thirty (30) days of executing this Agreement and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. The monthly report specified in paragraph C of this Article shall be submitted monthly to AUTHORITY. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of the invoice. The invoice shall include the following information:

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- 1           1. Agreement No. C-8-1377;
- 2           2. Specific one-way trips and program costs for which payment is being
- 3                 requested;
- 4           3. The time period covered by the invoice;
- 5           4. Monthly Report;
- 6           5. Certification signed by the CONTRACTOR or his/her designated alternate that a)
- 7           The invoice is a true, complete and correct statement of reimbursable costs; b) The backup information
- 8           included with the invoice is true, complete and correct in all material respects; c) All payments due and
- 9           owing to subcontractors and suppliers have been made; d) Timely payments will be made to
- 10           subcontractors and suppliers from the proceeds of the payments covered by the certification and; e)
- 11           The 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 One Million, Seven Hundred Seventy-Nine Thousand,

19           Three Hundred Ninety-Nine Dollars (\$1,779,399.00) which shall include all amounts payable to

20           CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of,

21           this Agreement.

22           **ARTICLE 7. NOTICES**

23           All notices hereunder and communications regarding the interpretation of the terms of this

24           Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing

25           said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid

26           and addressed as follows:

1	To CONTRACTOR:	To AUTHORITY:
2	Sultan Adult Day Health Care	Orange County Transportation Authority
3	125 West Cerritos Avenue	550 South Main Street
4		P.O. Box 14184
5	Anaheim, California 92805	Orange, California 92863-1584
6	ATTENTION: Zohreh Shayan	ATTENTION: Pia Veesapen
7	(714) 778-9000	(714) 560 - 5619

8           **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

16           **ARTICLE 9. INSURANCE**

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

20           1. Commercial General Liability, to include Products/Completed Operations,  
21 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of  
22 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

25           3. Workers' Compensation with limits as required by the State of California including a  
26 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           5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

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

9           C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement  
10 Number C-8-1377; and, the Contract Administrator's Name, Pia Veesapen.

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

14           **ARTICLE 10. ORDER OF PRECEDENCE**

15           Conflicting provisions hereof, if any, shall prevail in the following descending order of  
16 precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any,  
17 cited herein or incorporated 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 Scope of Work. 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. TERMINATION**

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

/

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

9 **ARTICLE 14. INDEMNIFICATION**

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

16 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

1 CONTRACTOR.

2 **Subcontractor Name**

**Address**

3 Abrazar, Inc.

7101 Wyoming Street, Westminster, CA 92683

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

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

14 **ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS**

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

18 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

26 /



1           **ARTICLE 19. PROHIBITED INTERESTS**

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

5           **ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

11           **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

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

24           B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all  
 25 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY  
 26 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to

1 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at  
 2 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,  
 3 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell  
 4 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and  
 5 copyright indemnity thereto.

6 **ARTICLE 22. FINISHED AND PRELIMINARY DATA**

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

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

22 **ARTICLE 23. ALCOHOL AND DRUG POLICY**

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

26 /

**ARTICLE 24. FORCE MAJEURE**

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

Upon execution by both parties, this Agreement shall be made effective on February 15, 2009.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1377 to be executed on the date first above written.

**SULTAN ADULT DAY HEALTH CARE**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Zohreh Shayan  
Chief Executive Officer

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By \_\_\_\_\_

Beth McCormick  
General Manager, Transit

**SCOPE OF WORK**  
**Sultan Adult Day Health Care**  
**Transportation Program**

**I. Project Background**

Sultan Adult Day Health Care (Sultan) is an adult day healthcare facility located in the City of Anaheim whose services include purchasing transportation to/from their facility for their participants. Approximately 85 participants of the Sultan program are eligible for Orange County Transportation Authority (Authority) ACCESS service. Changes in ACCESS fares and service policies as a result of Paratransit Growth Management strategies have impacted the adult day healthcare community. A 2005 Authority study on adult day healthcare transportation recommended the establishment of cooperative agreements with private service providers which would offer alternative service to adult day healthcare providers and reduce ACCESS costs.

In response, the Authority has entered into cost-sharing agreements with other adult day health care programs, in which the Authority provides a per-trip transportation subsidy for ACCESS-eligible participants traveling to/from these facilities. The Authority and Sultan wish to enter into a similar cost-sharing agreement.

**II. Work Plan**

- A. Currently, approximately 85 ACCESS-eligible participants travel to/from the Sultan facility. The Authority will participate in a cost-sharing agreement to subsidize transportation service for ACCESS-eligible, Sultan participants using an alternative transportation provider.
- B. Sultan intends to contract with Abrazar, Inc., to provide transportation services for their participants to/from their facility.
- C. The Authority will provide a per trip subsidy for each ACCESS-eligible participant traveling to and from the Sultan facility in Anaheim. The subsidy shall be no more than 80 percent of the per trip transportation cost.
- D. A Consumer Price Index (CPI) rate adjustment may be included with the execution of each option term.

**III. Data Collection and Reporting**

Sultan will ensure that Abrazar, Inc., or other transportation service provider, collects data required for National Transit Database (NTD) reporting for trips provided to/from the Sultan facility and submit that data by the 10<sup>th</sup> calendar day of the following month. Such reporting is to include trip-level detail including:

- Trip date
- Vehicle number
- Client name
- Origination address
- Pick up time
- Pick up vehicle odometer reading
- Destination address
- Drop off time
- Drop off vehicle odometer reading
- Number of passengers transported (if more than one)

Providers must also include a monthly inventory of vehicles used during the month and a report of any accidents or vehicle breakdowns occurring while providing service under this agreement.

All reporting is to be provided in an electronic format on the templates, and in the formats, that are included with this scope of work (Attachment).

**IV. Project Management**

Staff from the Authority's Community Transportation Services Department will manage the contract.



# Vehicle Inventory Report

Report Year **FY 2008**

# Of Vehicles Service	Dedicated Fleet	Vehicle Type	Ownership Code	Funding Source	# Active Fleet Vehicles	# With WC Lifts	# Accessible W/ Ramps/Low Floor	Fuel Type	Average MPG <small>(Form R-30)</small>	Seating Capacity
	No									
	No									
	No									
	No									
	No									

Maintenance Performance	# Failures
Major Mechanical System Failures (Limits actual vehicle movement or is a safety issue)	
Other Mechanical System Failures (Does not restrict vehicle movement and is not a safety issue)	
Total Revenue Vehicle System Failures	

## Notes and Codes

Fuel Type
BD - Bio-diesel
BF - Bunker Fuel <small>(Low Grade Diesel)</small>
CN - Compressed Natural Gas <small>(CNG)</small>
DF - Diesel Fuel
EB Electric Battery
EP - Electric Propulsion
ET - Ethanol
GA - Gasoline
HD - Hybrid Diesel
HG - Hybrid Gasoline
LN - Liquefied Natural Gas <small>(LNG)</small>
LP - Liquefied Petroleum Gas <small>(LPG)</small>
MT - Methanol
OR - Other Fuel (Describe)

Vehicle Type Codes
BU - Bus
TS - Taxicab Sedan
TV - Taxicab Van
TW - Taxicab Stationwagon
VN - Van

Funding Source
UA - Urbanized Area Formula
OF - Other Federal Funds
NFPA - Non-federal public funds
NFPA - Non-federal public funds

Ownership Codes
LPPE - Leased under lease purchase agreement by a private entity
LRPE - Leased or borrowed from related parties by a private entity
OOPE - Owned outright by private entity
TLPE - True Lease by a private entity
OR - Other (Provide description)

**Operating Subsidy for  
Agreement No. C-8-1377 with Sultan Adult Day Healthcare**

		<b>FY 08/09</b>	<b>FY 09/10</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>Totals</b>
Trips (one-way)		15,000	42,240	42,240	42,240	42,240	183,960
Total cost @ \$21.00	\$21.00	\$315,000	\$887,040	\$931,392	\$977,962	\$1,026,860	\$ 4,138,254
Consumer Price Index @ 5 percent per year <sup>1</sup>			\$44,352	\$46,570	\$48,898	\$51,343	\$ 191,163
		\$315,000	\$931,392	\$977,962	\$1,026,860	\$1,078,203	\$ 4,329,417
Authority subsidy @ 80 percent	\$16.80	\$252,000	\$745,114	\$782,285	\$821,488	\$862,562	\$3,463,449
Sultan subsidy @ 20 percent <sup>2</sup>	\$4.20	\$63,000	\$186,278	\$195,677	\$205,372	\$215,641	\$865,967
<b>Program Total</b>		<b>\$315,000</b>	<b>\$931,392</b>	<b>\$977,962</b>	<b>\$1,026,860</b>	<b>\$1,078,203</b>	<b>\$4,329,416</b>
Estimated ACCESS cost @ \$28.76/trip		\$431,400	\$1,214,822	\$1,214,822	\$1,214,822	\$1,214,822	\$5,290,690
Estimated Savings to ACCESS		\$179,400	\$469,709	\$432,537	\$393,334	\$352,260	\$1,827,241

1. By adding in a 5 percent per year growth factor, additional funds are programmed for increases in trip costs.

2. Shared cost by Sultan and in-kind contribution by provider.

\*\*NOTE: Italicized amounts are projections for option years; amounts have not been approved by the Authority Board.







MEMO

January 21, 2009

To: Members of the Board of Directors  
From: 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** ACCESS Performance Measurements Update

### **Overview**

Beginning in January 2009, staff will provide quarterly updates regarding ACCESS service provided by Veolia Transportation Services, Inc., including a report on contractual performance measurements. This report provides ACCESS performance measurement data for the period of July 2008 through November 2008.

### **Recommendation**

Receive and file as an information item.

### **Background**

Veolia Transportation Services, Inc., (Veolia) assumed management and operation of the Orange County Transportation Authority's (Authority) ACCESS service in July 2006. The agreement has an initial term of three years, ending on June 30, 2009. During the first two years, Authority staff provided monthly performance updates to the Transit Committee and the Board of Directors (Board). On July 28, 2008, the Board approved a new three-year agreement with Veolia for the provision of ACCESS service, beginning July 1, 2009. At that time, the monthly updates were discontinued.

### **Discussion**

Veolia and Community Transportation Services (CTS) staff have continued to work closely to monitor ACCESS service quality and address issues that cause the quality of service to fall below contractual performance standards. The standards monitored on a daily basis include on-time performance, service delivery failure, and customer comments.

Service quality has been inconsistent during the period of July through November 2008. This has been influenced by a number of factors. First, Veolia experienced a high rate of driver attrition during the summer months. This resulted in a high number of new drivers in September and October, which are historically the highest ridership months of the year. In fact, ACCESS ridership in October 2008 totaled 118,554, which was the highest monthly ridership since the inception of the Authority ACCESS service (Attachment A). In addition, Veolia conducted a driver shift bid in October, resulting in drivers being assigned to new routes. This resulted in a degradation of system on-time performance and an increase in customer comments. However, in November 2009 service quality improved and all contractual performance standards began to show positive trends.

During this reporting period, on-time performance remained between 93 and 95 percent. On-time performance was below 93 percent in June 2008, but increased to its highest level in six months, surpassing 95 percent in August. The decline in performance levels occurred in September and October 2008, due to the previously mentioned factors. However, on-time performance improved in November, reaching 94.80 percent. The average on-time performance for the five-month period is 94.28 percent (Attachment B).

Service delivery failures, or trips in excess of 120 minutes late, also increased during this period. Performance levels began to show improvement during the last week in October. The total for service delivery failures for the month of November was 17, which was the lowest level for this standard during the last six months (Attachment C).

The trend for customer comments also mirrors the difficulty in responding to increased ridership coupled with a large number of new drivers. The month of November showed considerable improvement in the number of customer comments received, with a total of 210 comments. This total represents a 27 percent reduction in comments compared to October 2008 (Attachment D).

Authority staff is working with Veolia staff to address specific issues that have impacted service quality. Of the five most common customer comments, four of the categories showed improvement during July through November, when compared to the first six months of 2008. Comments related to buses running behind schedule were significantly higher during the month of October, again partly due to the record ridership experienced. While there was a positive trend in the month of November, attention continues to be focused on these areas of performance (Attachment E).

### Supplemental ACCESS Service

The Veolia contract includes a provision for the use of a taxi subcontractor for both late night ACCESS service and supplemental ACCESS service. The intent of the supplemental service is to provide additional fleet capacity during peak periods to alleviate the need to increase the paratransit bus fleet. The use of taxis in this manner is part of the Authority's long-term strategy to manage the size of the ACCESS fleet.

During the first two years of operation, the program has had both successes and challenges. The most significant of these challenges is the financial structure of the agreement Veolia has with the taxi company. The current financial structure for this program is a distance-based cost per trip. This makes it financially advantageous to Veolia to have the taxi contractor perform short trips. After analysis of the program, it was determined that this may be degrading the productivity of the service provided on the ACCESS bus fleet. In addition, the taxi subcontractor was providing trips during off peak times, when there was existing capacity on the ACCESS bus fleet. Both circumstances were in conflict with intended results of the program.

In July 2008, staff directed Veolia to implement a revised supplemental taxi model for a period of three months; this began October 1, 2008. Service parameters were established which included the time of day supplemental taxi service would be utilized. Under these revised parameters, supplemental taxi trips would be scheduled Monday through Friday, during the peak hours of ACCESS service in both the mornings and afternoon. Trips would be assigned regardless of trip distance.

The revised supplemental taxi program just concluded its second month of service. While the program continues to be evaluated, the most notable improvement to date has been realized in the area of productivity on the Veolia-provided ACCESS service. During October, productivity reached 2.03 passengers per hour (PPH), the highest level achieved in the previous two years. Productivity during the month of November was 1.97 PPH, which was an improvement over that of November 2007. Staff will continue to monitor the effectiveness of the program and evaluate any additional modifications that may be required.

### ***Summary***

While service quality improved during the months of July and August 2008, increased ridership and a high number of new drivers impacted service quality during the months of September and October 2008. This was evidenced by a decline in performance in the areas of on-time performance, service delivery

failures, and monthly customer comments. However, November 2008 showed a marked improvement in these performance measurements. Staff will continue to monitor service quality and report to the Board quarterly.

**Attachments**

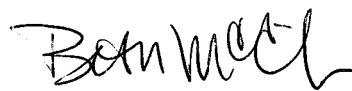
- A. ACCESS Ridership
- B. On-Time Performance
- C. Service Delivery Failure
- D. Valid Customer Comments
- E. Top Five (Valid) Comments Areas

**Prepared by:**



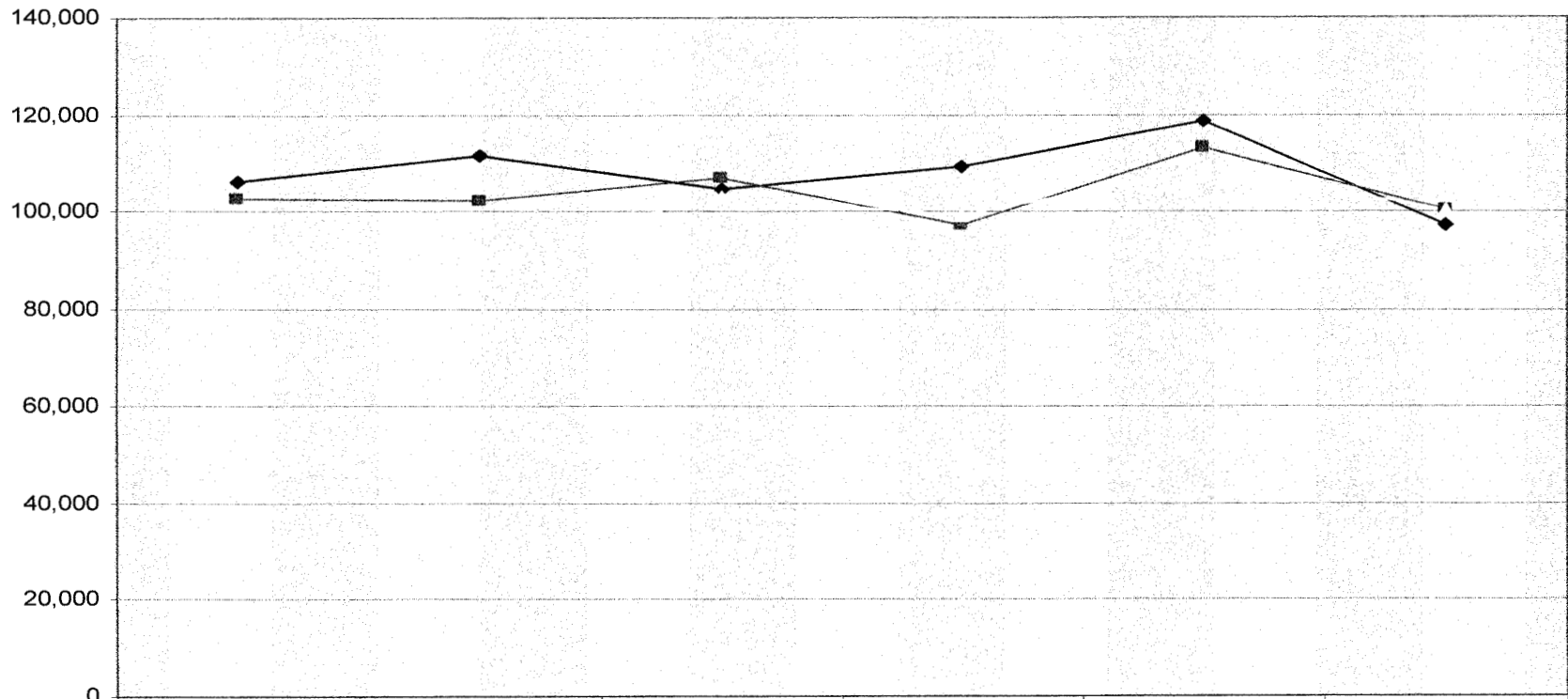
Curt Burlingame  
Section Manager  
Community Transportation Services  
714-560-5921

**Approved by:**



Beth McCormick  
General Manager, Transit  
714-560-5964

# ACCESS Ridership

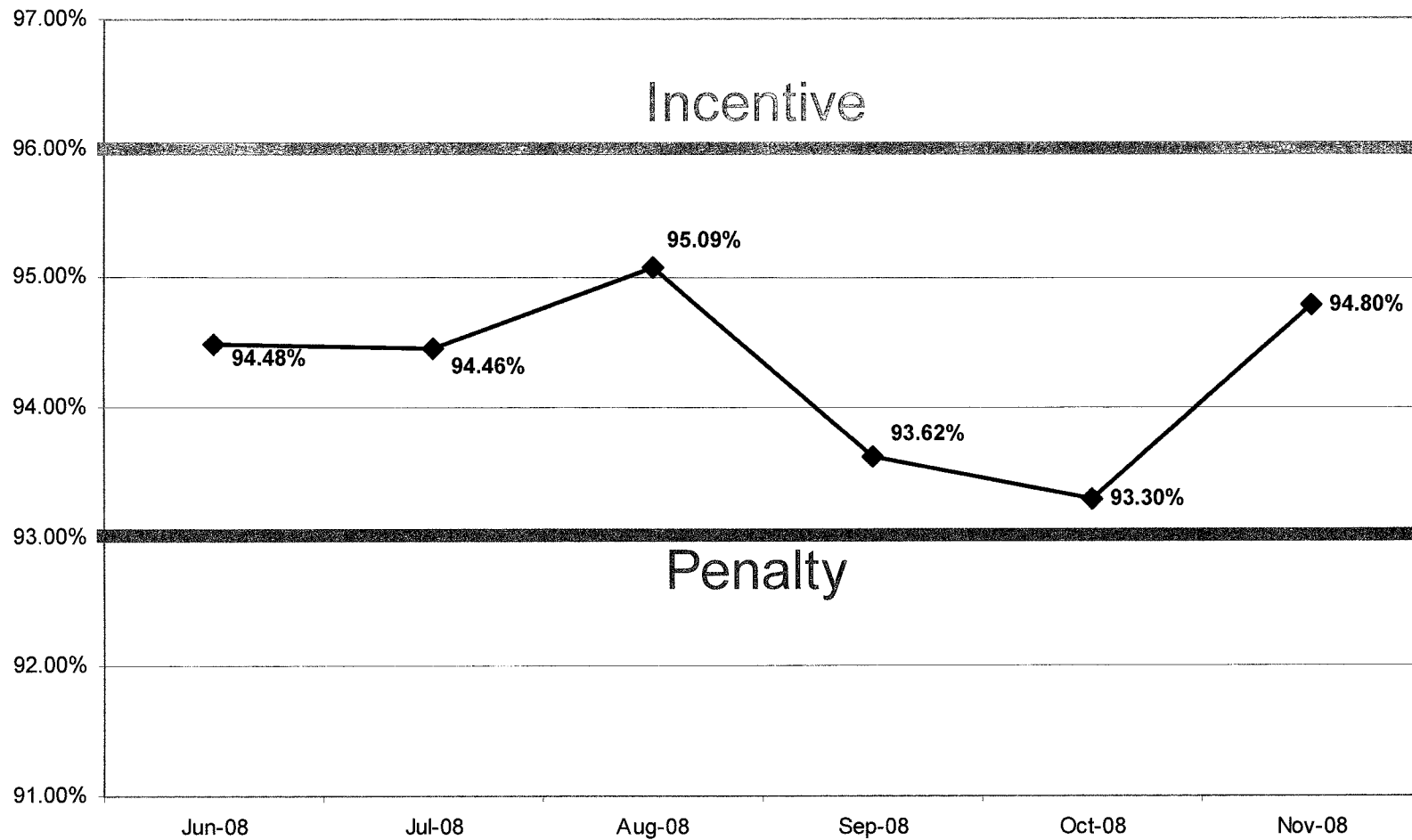


	June	July	August	September	October	November
—◆— FY 2009	106,227	111,567	104,704	109,502	118,554	97,277
- -■- - FY 2008	102,611	102,376	106,937	97,184	113,109	100,287
—▲— FY 2007		91,523	103,127	99,233	108,888	100,435

—◆— FY 2009    - -■- - FY 2008    —▲— FY 2007

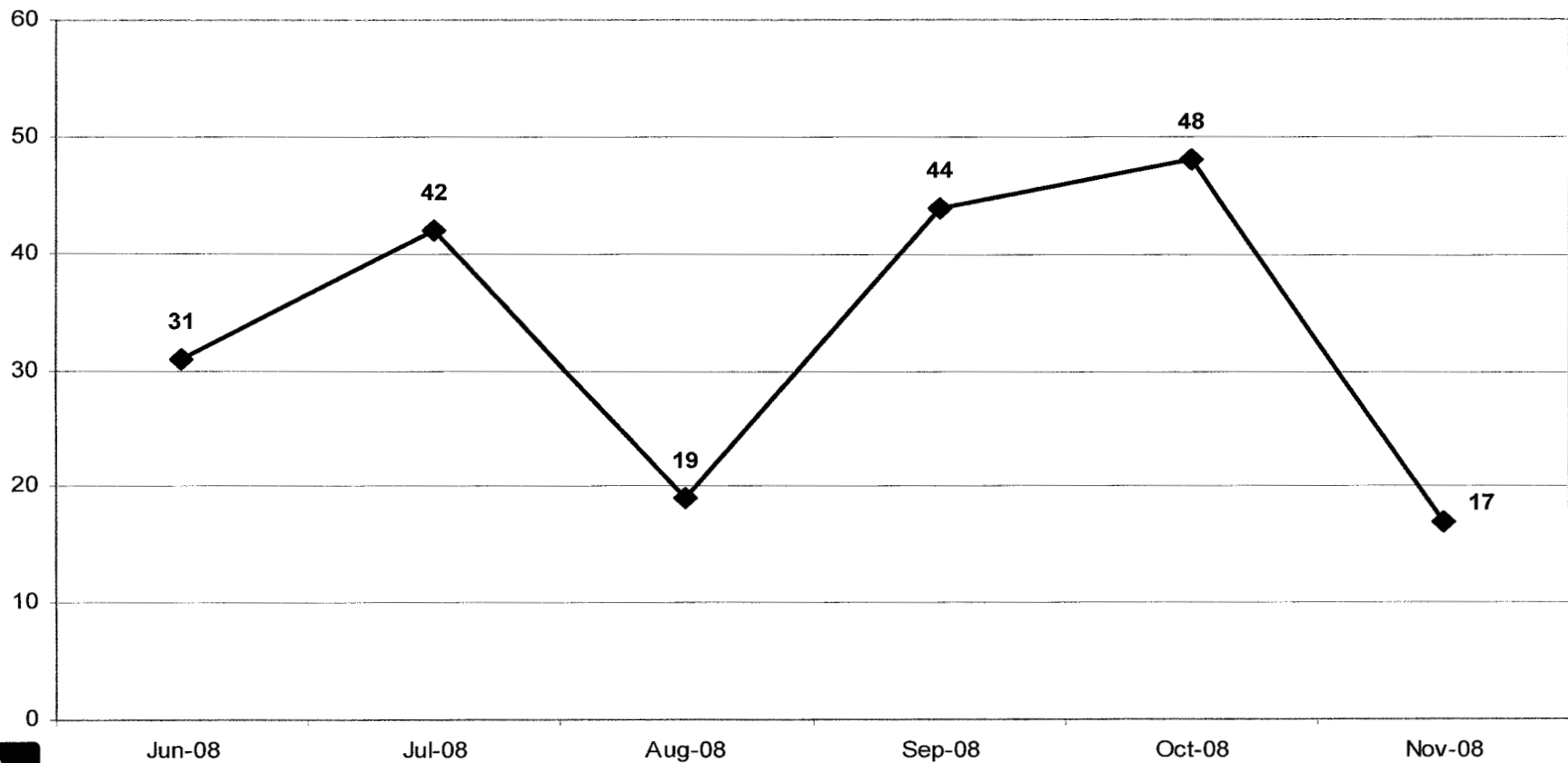


# On-Time Performance

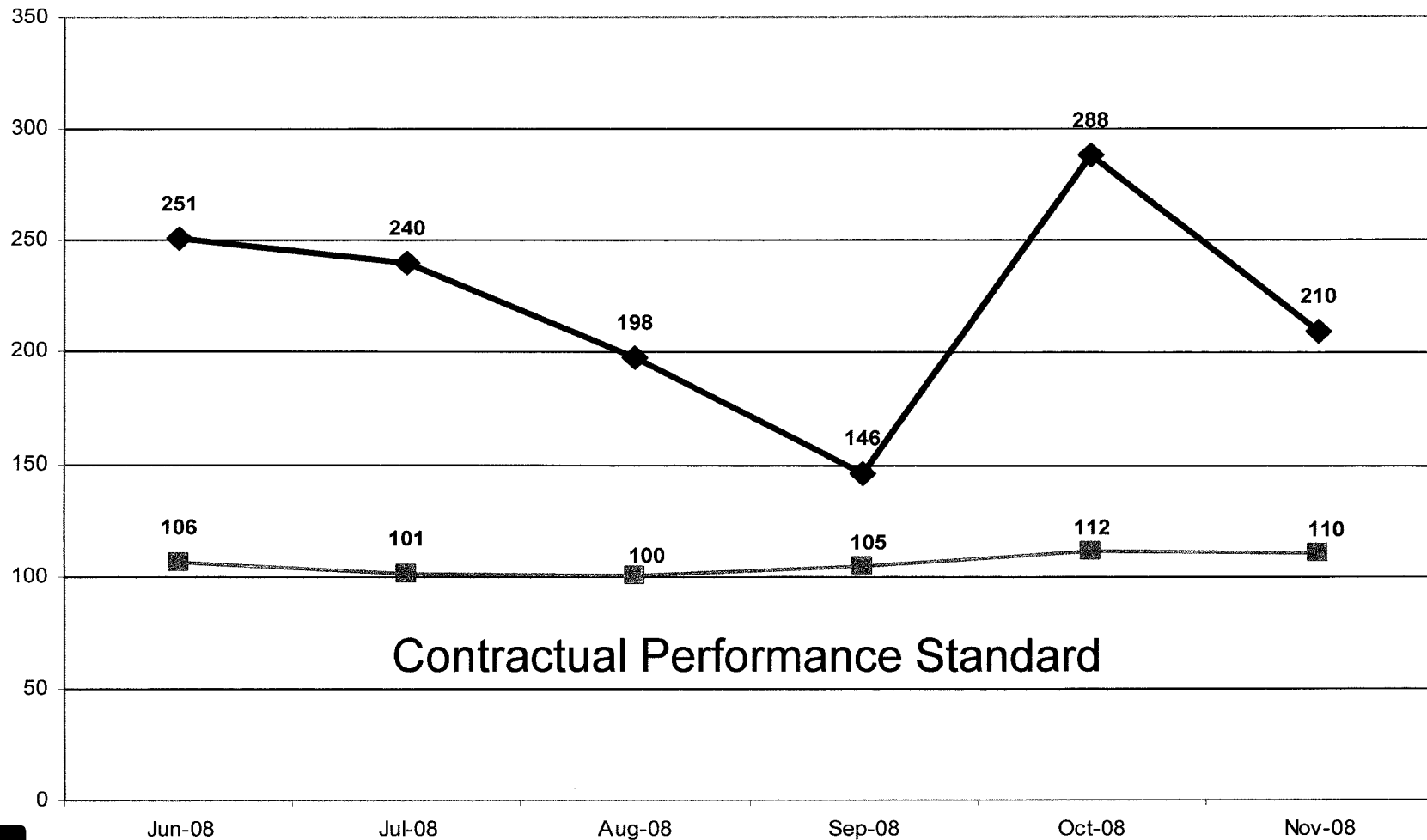




# Service Delivery Failure

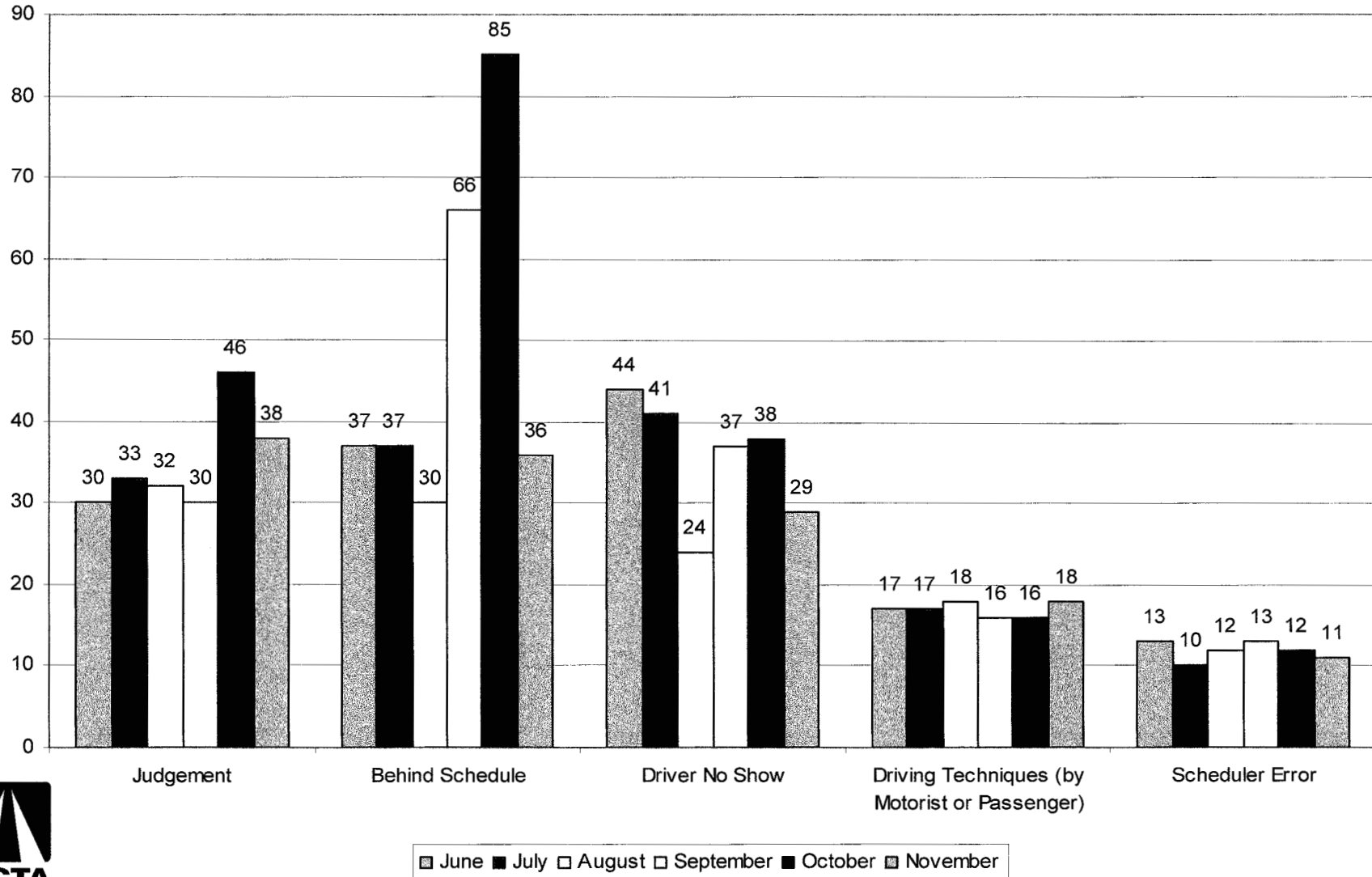


# Valid Customer Comments



Valid Comments      Comment Standard

# Top Five (Valid) Comment Areas







MEMO

January 21, 2009

To: Members of the Board of Directors  
From: 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Orange County ARC  
Lost-and-Found Services

### **Overview**

The Orange County Transportation Authority contracts with a non-profit organization, Orange County ARC, to provide lost-and-found services for items found on Orange County Transportation Authority's fixed route and ACCESS buses. An amendment to this agreement is desired to exercise the fourth option year.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 5, exercising the fourth option year, to Agreement No. C-4-0857 between the Orange County Transportation Authority and Orange County ARC, in an amount not to exceed \$70,164, bringing the total contract amount to \$332,496, for lost-and-found services through January 31, 2010.

### **Background**

On December 29, 2004, the Orange County Transportation Authority (Authority) entered into an agreement with Orange County ARC (OCARC), a non-profit agency, to provide a storage facility and a tracking system for items found on the Authority's fixed route bus system, paratransit bus system, and on Authority property. OCARC provides these services from its existing facility located at 225 West Carl Karcher Way, Anaheim. This facility is located within one block of a fixed route bus stop.

### **Discussion**

This procurement was originally handled in accordance with the Authority's procedures for professional and technical services. Staff desires to amend the agreement to exercise the fourth option year. Extending this contract will allow

for continued satisfactory operation of a storage facility which maintains a sufficient record of lost-and-found items on the Authority's fixed route and paratransit bus system and Authority property.

The original agreement awarded on December 29, 2004, was a one-year agreement with four one-year option terms. Throughout the duration of this agreement, the Board of Directors (Board) has approved exercising each of the first three option terms. Board approval is requested to exercise the fourth and last option term in the amount of \$70,164. This will increase the cumulative maximum obligation to \$332,496 (Attachment A).

**Fiscal Impact**

The work described in Amendment No. 5 to Agreement No. C-4-0857 was approved in the Authority's Fiscal Year 2008-2009 Budget, Transit Division, Community Transportation Services, Account 2131-7519-D4102-9SU, and is funded through the Local Transportation Fund.

**Summary**

Staff recommends approval of Amendment No. 5 to Agreement No. C-4-0857, in the amount of \$70,164, with Orange County ARC, to continue to provide lost-and-found services.

**Attachment**

- A. Orange County ARC Agreement No. C-4-0857 Fact Sheet

**Prepared by:**

  
Curt Burlingame  
Section Manager  
Community Transportation Services  
(714) 560-5367

**Approved by:**

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

**ORANGE COUNTY ARC  
Agreement No. C-4-0857 Fact Sheet**

1. December 29, 2004, Agreement No. C-4-0857, \$62,976, approved by Board of Directors.
  - Track and maintain items found on Authority's fixed route bus system, paratransit bus system, and Authority properties
  - Hours of operation Monday – Friday, 10:00 a.m. to 6:00 p.m., four days per week, and 11:00 a.m. to 7:00 p.m. one day per week
  - Facility must remain American with Disabilities Act (ADA) compliant
  - Initial term January 1, 2005 to December 31, 2005
2. February 1, 2005, Amendment No. 1 to Agreement No. C-4-0857, no change in contract value, approved by Contracts Administration and Materials Management .
  - To correct agreement term to reflect original one-year term, February 1, 2005 through January 31, 2006
3. January 23, 2006, Amendment No. 2 to Agreement No. C-4-0857, \$64,668, approved by Board of Directors.
  - To exercise the first option term and extend agreement to January 31, 2007
4. November 21, 2006, Amendment No. 3 to Agreement No. C-4-0857, \$66,432, approved by Board of Directors.
  - To exercise the second option term and extend agreement to January 31, 2008
5. December 10, 2007, Amendment No. 4 to Agreement No. C-4-0857, \$68,256, approved by Board of Directors.
  - To exercise the third option term and extend agreement to January 31, 2009
6. January 26, 2009, Amendment No. 5 to Agreement No. C-4-0857, \$70,164, pending approval by the Board of Directors.
  - To exercise the fourth option term and extend agreement to January 31, 2010

Total committed to Orange County ARC, Agreement No. C-4-0857: \$332,496.







MEMO

January 21, 2009

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 22, 2009**

**To:** Transit Committee

**From:** Arthur T. Leahy, Chief Executive Officer

**Subject:** Amendment to Agreements for On-Call Architectural and Engineering Design and Construction Support Services for Capital Improvement Projects

**Overview**

On March 13, 2006, the Board of Directors approved agreements with Jacobs Carter Burgess, Miralles Associates, Inc., and STV, Inc., for architectural and engineering services to provide on-call design and construction support services for facility modification projects, in an amount not to exceed \$1,900,000, shared. In preparation for the anticipated economic stimulus program, amendments to these agreements are presented for Board of Directors' consideration.

**Recommendations**

- A. Amend the Orange County Transportation Authority's Fiscal Year 2008-09 Budget by \$1,000,000 for design and construction support services for capital improvement projects.
- B. Authorize the Chief Executive Officer to execute Amendment No. 5 to Agreement No. C-5-2965 between the Orange County Transportation Authority and Jacobs Carter Burgess, in a shared cumulative not-to-exceed amount of \$2,900,000, for on-call architectural and engineering design and construction support services for capital improvement projects.
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Agreement No. C-6-0085 between the Orange County Transportation Authority and Miralles Associates, Inc., in a shared cumulative not-to-exceed amount of \$2,900,000, for on-call architectural and engineering design and construction support services for capital improvement projects.

- D. Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-6-0086 between the Orange County Transportation Authority and STV, Inc., in a shared cumulative not-to-exceed amount of \$2,900,000, for on-call architectural and engineering design and construction support services for capital improvement projects.

### ***Background***

Architectural and engineering design and construction support services will be required for the upcoming capital improvement projects in preparation for the anticipated economic stimulus program. The Orange County Transportation Authority (Authority) owns five bus maintenance and operations bases and seven transportation centers. Capital improvement projects under construction include construction of parking structures at Golden West Transportation Center and Irvine Sand Canyon Bus Base, seismic upgrades at the Garden Grove Base Annex Building, construction of a north Orange County transit center and parking structure, installation of solar panels at the Fullerton Park-and-Ride and Golden West Transportation Center, and elevator upgrades at bus bases. To meet the anticipated delivery requirements of the economic stimulus program, the Authority needs to augment its existing engineering services contracts.

### ***Discussion***

The federal economic stimulus program is likely to require rapid implementation of proposed projects. Such a requirement does not permit sufficient time for the Authority to procure the related engineering services through the normal process. The process typically takes six to eight months and federal delivery requirements allow only three to six months for delivery. As a result, staff is recommending amendments to the current engineering services contracts.

This procurement was originally handled in accordance with the Authority's procedures for public works construction. The original agreement was awarded on a competitive basis. Staff originally requested a price proposal from all three firms. The price proposals were found to be fair and reasonable for the work to be performed. It has become necessary to amend the agreements due to the anticipated economic stimulus program.

The original agreements were awarded on March 13, 2006, in a maximum cumulative amount of \$1,900,000, for all three agreements. These agreements have been previously amended (Attachments A, B, and C). The total cumulative

**Amendment to Agreements for On-Call Architectural and Engineering Design and Construction Support Services for Capital Improvement Projects** **Page 3**

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agreement amount after approval of Amendment No. 5, to Agreement No. C-5-2965, Amendment No. 5 to Agreement No. C-6-0085, and Amendment No. 3 to Agreement No. C-6-0086 will be \$2,900,000.

**Fiscal Impact**

The additional work described in Amendment No. 5 to Agreement No. C-5-2965 with Jacobs Carter Burgess, Amendment No. 5 to Agreement No. C-6-0085 with Miralles Associates, Inc., and Amendment No. 3 to Agreement No. C-6-0086 with STV, Inc., was not included in the Authority's Fiscal Year 2008-09 Budget. A budget amendment, in the amount of \$1,000,000, Development, Account 1722-7629-D3107-2BT, is requested to fund the design and construction support services required for capital improvement projects in preparation for the anticipated economic stimulus program.

**Summary**

Based on the information provided, staff recommends approval of Amendment No. 5 to Agreement No. C-5-2965 with Jacobs Carter Burgess, Amendment No. 5 to Agreement No. C-6-0085 with Miralles Associates, Inc., and Amendment No. 3 to Agreement No. C-6-0086 with STV, Inc., to increase the total shared cumulative agreement not-to-exceed amount to \$2,900,000.

**Attachments**

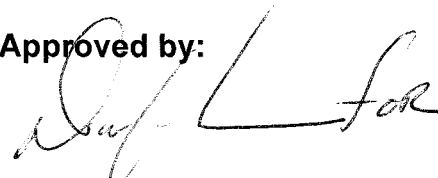
- A. Jacobs Carter Burgess, Agreement No. C-5-2965 Fact Sheet
- B. Miralles Associates, Inc., Agreement No. C-6-0085 Fact Sheet
- C. STV, Inc., Agreement No. C-6-0086 Fact Sheet

**Prepared by:**



James J. Kramer, P.E.  
Principal Civil Engineer  
(714) 560-5866

**Approved by:**



Kia Mortazavi  
Director, Transportation Systems  
(714) 560-5741

Jacobs Carter Burgess  
Agreement No. C-5-2965 Fact Sheet

1. March 13, 2006, Agreement No. C-5-2965, \$1,900,000, approved by Board of Directors.
  - Architectural and engineering design and construction support services for facility modification projects.
2. July 1, 2006, Amendment No. 1 to Agreement No. C-5-2965, \$0, approved by contract administrator.
  - Administrative change.
3. November 21, 2006, Amendment No. 2 to Agreement No. C-5-2965, \$0, approved by contract administrator.
  - Administrative change.
4. April 19, 2007, Amendment No. 3 to Agreement No. C-5-2965, \$0, approved by contract administrator.
  - Administrative change.
5. November 1, 2008, Amendment No. 4 to Agreement No. C-5-2965, \$0, approved by contract administrator.
  - Extend contract time period to June 30, 2010.
6. January 26, 2009, Amendment No. 5 to Agreement No. C-5-2965, \$1,000,000, pending approval by Board of Directors.
  - Increase maximum cumulative not-to-exceed contract amount to \$2,900,000.

Total committed to Jacobs Carter Burgess after approval of Amendment No. 5 to Agreement No. C-5-2965: \$2,900,000 shared.

Miralles Associates, Inc.  
Agreement No. C-6-0085 Fact Sheet

1. March 13, 2006, Agreement No. C-6-0085, \$1,900,000, approved by Board of Directors.
  - Architectural and engineering design and construction support services for facility modification projects.
2. August 16, 2006, Amendment No. 1 to Agreement No. C-6-0085, \$0, approved by contract administrator.
  - Administrative change.
3. September 20, 2007, Amendment No. 2 to Agreement No. C-6-0085, \$0, approved by contract administrator.
  - Administrative change.
4. September 3, 2008, Amendment No. 3 to Agreement No. C-6-0085, \$0, approved by contract administrator.
  - Administrative change.
5. November 24, 2008, Amendment No. 4 to Agreement No. C-6-0085, \$0, approved by contract administrator.
  - Extend contract time period to June 30, 2010.
6. January 26, 2009, Amendment No. 5 to Agreement No. C-6-0085, \$1,000,000, pending approval by Board of Directors.
  - Increase maximum cumulative not-to-exceed contract amount to \$2,900,000.

Total committed to Miralles Associates, Inc., after approval of Amendment No. 5 to Agreement No. C-6-0085: \$2,900,000 shared.

STV, Inc.  
Agreement No. C-6-0086 Fact Sheet

1. March 13, 2006, Agreement No. C-6-0086, \$1,900,000, approved by Board of Directors.
  - Architectural and engineering design and construction support services for facility modification projects.
2. October 9, 2007, Amendment No. 1 to Agreement No. C-6-0086, \$0, approved by contract administrator.
  - Administrative change.
3. November 20, 2008, Amendment No. 2 to Agreement No. C-6-0086, \$0, approved by contract administrator.
  - Extend contract time period to June 30, 2010.
6. January 26, 2009, Amendment No. 3 to Agreement No. C-6-0086, \$1,000,000, pending approval by Board of Directors.
  - Increase maximum cumulative not-to-exceed contract amount to \$2,900,000.

Total committed to STV, Inc., after approval of Amendment No. 3 to Agreement No. C-6-0086: \$2,900,000 shared.







MEMO

January 21, 2009

To: Members of the Board of Directors  
From: 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 22, 2009*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** American Public Transportation Association Bus Safety Management Program Audit

### ***Overview***

The American Public Transportation Association routinely conducts audits both nationally and internationally of participating transit agencies to measure the effectiveness of their rail or bus safety and security programs. The Orange County Transportation Authority is audited once every three years, on a voluntary basis, in order to identify improvements to the bus system safety program. This staff report will provide a summary of the audit findings, the recommendations for improvement, and the corrective actions currently being implemented by Orange County Transportation Authority.

### ***Recommendation***

Receive and file as an information item.

### ***Background***

The Bus System Safety Program (BSSP) was developed as a result of an identified need for stringent and codified safety guidelines for self-regulation among the nation's bus transit systems. Senior managers of bus agencies in North America, Federal Transit Administration (FTA), American Association of State Highway and Transportation Officials (AASHTO), Community Transportation Association of America (CTAA), and American Public Transportation Association (APTA) adopted the BSSP in April 2003.

The BSSP is designed to provide participating transit systems with a process to review and measure the effectiveness of their safety program. The program continues to contribute to the bus industry's ability to maintain effective self-regulatory safety programs.

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As an active participating member of APTA, the Orange County Transportation Authority (OCTA) was most recently audited in December 2007. The audit was performed in accordance with provisions of the APTA Manual for the Development of Bus Transit System Safety Program Plans.

***Discussion***

The APTA audit is comprised of 26 sections with a total of 125 elements, covering areas such as employee accident reporting and investigation, facilities and maintenance inspections, emergency response planning and training, hazardous materials program, procurement, site security, and the internal audit process. The auditors interviewed 25 key personnel and managers representing every department within OCTA.

Each element was given a rating of: one, which meets plan requirements; two, for recommended program enhancements; or three, where program improvements are needed to meet industry standards. Out of a total of 125 elements, 77 (or 62 percent) were scored one, 47 elements (or 37 percent) were scored two, and there was only one finding which needed improvement to meet industry standards.

The one finding from the audit that needed improvement was the requirement that an internal safety audit process be established to include follow-up and corrective action(s) monitoring. In response to this finding, OCTA has modified the BSSP to include a dedicated schedule, timeline, and various departments' participation to conduct the internal audit. An electronic database, called the corrective action tracking system (CATS), has also been developed to ensure closure of findings. The system notifies the responsible party by email with the required action and due date.

There were several program areas in which OCTA received commendations and considered industry leading best practices. Some of these areas include:

1. The Annual Chief Executive Officer (CEO) Base Pull-Out Inspections where the CEO, executive management, members of the OCTA Board of Directors, and over 50 OCTA employees participate in a comprehensive inspection of operations, maintenance, and safety performance at each base. The inspection takes approximately six hours to complete, and the results are presented to the participating Board Members and the CEO for open discussion and review immediately following the inspection at each base.

2. The Accident Reduction Program established in 2004 has been used to identify, track, and in many cases, reduce the number of vehicle accidents that occur. It requires that the Accident Reduction Team meet on a monthly basis to address any trends in vehicle accidents and to plan for future safety campaigns for coach operators.

Examples of some of the recommended program enhancements that OCTA will be implementing include:

1. Modifying employee injury reports to specify the investigation steps taken to determine the cause and corrective action of the injury.
2. Updating the Business Recovery Plan and Emergency Response Plan and communicating the updates to key operating managers.
3. Developing a fitness for duty checklist for window dispatchers to be used for a visual check of each driver for proper uniform, timeliness, or possible signs of impairment.
4. Determining if there is a practical method to secure bases at entrance points and include security input for the design or renovation of facilities.
5. Installing or replacing bus stop signs with ones that include the OCTA website address.
6. Continue auditing contractors' activities to ensure compliance with safety and environmental regulations, as well as OCTA policies.

All of the APTA recommended program enhancements are included in the System Safety Program Corrective Action Plan (CAP) Status Report (Attachment A).

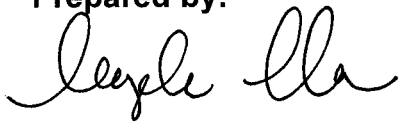
### ***Summary***

The overall results of the 2007 APTA Bus Safety Management Program Audit were very positive with 62 percent of the elements meeting all criteria, 37 percent with recommended enhancements, and less than 1 percent requiring program improvement. The active participation, assistance, and support of all the departments within OCTA, especially the Transit Division, will continue to enhance OCTA's excellent safety performance. The results of the APTA audit reflect the commitment to safety from executive management and the continued support from the Board of Directors for provisions of services and programs that place safety as a top priority.

***Attachment***

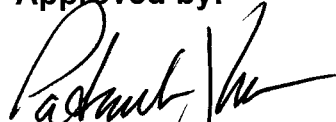
- A. Orange County Transportation Authority: System Safety Program  
Corrective Action Plan (CAP) Status Report

**Prepared by:**



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**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**

APTA Bus Safety Management Program

Date of Audit: December 10-14, 2007

APTA Report Item #	Recommendation (as stated in APTA report)	Corrective Action / Comment (Transit Agency)	To Be Completed On or Before	Assigned Responsibility	Element Status (to be completed by APTA)	Status Update (Transit Agency)
1.3, 2.2, 2.3 Program Enhancement	At next revision of System Safety Program and System Security & Emergency Management plans include description of each department's support of safety and security at OCTA. (Supplemental Form page 3, #15)	The next revision of the Bus System Safety Plan (BSSP) will include all applicable OCTA departments and a description of their role in support of the BSSP.	3/31/09	Safety	Open, review status	A draft version of the modified BSSP is in progress which includes the references from American Public Transportation Association (APTA).
2.3, 5.2, 26.2 Program Enhancement	At next revision of Bus Safety & Security Program Plan update support roles and reference documents that support effort. (Supplemental Form page 6, #6; page 8, #10; page 12, #7; and page 31, #8)	The next revision of the Bus System Safety Plan (BSSP) will include all applicable Orange County Transportation Authority (OCTA) departments and a description of their role in support of the BSSP.	3/31/09	Safety	Open, review status	A draft version of the modified BSSP is in progress which includes the references from APTA.
3.2 Program Enhancement	Create an Executive Level Safety Committee to review safety or security related items that cannot be resolved at lower levels and to review monthly reports on corrective action plans in response to internal / external audits. (Supplemental Form page 3, #16)	Executive level management began participating in multiple employee safety meetings since the completion of the audit, and this has helped resolve several safety concerns. This practice will continue and has added more value to the employee meetings.	N/A	CEO Office	Closed at agency's discretion	Closed. No further action required.
3.2, 4.1, 4.2 Program Enhancement	Establish a process whereby each department documents their safety goals and objectives on an annual basis and include safety action plans developed to improve key performance measures. Link the entire process to manager performance reviews. (Supplemental Form page 1, #3)	This recommendation will be implemented by the Authority prioritizing the departments from high to low risk. Safety will work with those departments jointly to determine appropriate safety goals and how they can be linked to performance reviews. Transit will initially be the focus group, and Safety will also review hazards/risk for other departments as applicable.	12/31/08	Transit / Safety	Open, review status	Closed - 2008 safety goals were identified with Transit which included completing all safety training requirements, implementing a lockout tagout energy control program, and contractor safety criteria for new Compressed Natural Gas (CNG) installations.



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**  
 APTA Bus Safety Management Program  
 Date of Audit: December 10-14, 2007

APTA Report Item #	Recommendation (as stated in APTA report)	Corrective Action / Comment (Transit Agency)	To Be Completed On or Before	Assigned Responsibility	Element Status (to be completed by APTA)	Status Update (Transit Agency)
7.1, 8.1, 8.2 Program Enhancement	Require all personal injury reports to contain information specifying what investigative steps were taken with regard to cause / remedy. (Supplemental Form page 32, #4)	Safety has modified the employee injury report forms to include a specific Supervisor investigation page. A written procedure for injury investigation is currently being finalized. Training has been completed for all supervisors.	9/1/2008	Safety / Risk Management	Closed	Closed. No further action required.
9.1 Program Enhancement	Mount fire extinguishers in a manner to ensure they are not obstructed and easily accessible. (Supplemental Form page 14, #6)	The fire extinguisher in question has been re-mounted properly with no obstructions. A blanket inspection was conducted at all Bases to identify similar findings, and all corrective actions have been completed.	1/11/08	Vehicle Maintenance Training	Closed	Closed. No further action required.
9.1, 9.2, 9.3, 9.4, 9.5 Program Enhancement	Evaluate hook-latch requirement for ½ ton jib crane and findings of annual inspection reports. Determine if a problem exists by not having a spring latch mechanism and how the problem will be corrected; or verify no problem exists and ensure proper training is provided to contractor performing inspection. (Supplemental Form page 23, #7)	The safety latch has been replaced by the contracted vendor. The inspections are being tracked through verification of the work forms, vendor inspection sheet, and invoices. A notification will be sent to the crane vendor that all regulatory requirements must be met during inspections, including the training of the crane inspector; and a copy of the inspection sheets will be provided to OCTA.	5/30/08	Facilities Maintenance	Closed subject to verification	Closed. No further action required.
9.2 Program Enhancement	Create a checklist for training room areas and conduct a walk through inspection monthly. (Supplemental Form page 14, #4)	Checklists for each base has been developed by Safety to include all areas that should be inspected, as well as the safety programs that apply.	5/30/2008	Safety	Closed	Closed. No further action required.





**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**  
 APTA Bus Safety Management Program  
 Date of Audit: December 10-14, 2007

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9.2 Program Enhancement	Populate the Ellipse database with serial numbers and specific locations of each item in the inventory to enable verification of inspections / corrective maintenance performed. (Supplemental Form page 22, #5)	Facilities Maintenance is planning to use extra help personnel to assist with the organization and input requirements of the facilities equipment.	6/30/09	Facilities Maintenance	Open, review status	Closed - Process to organize and track equipment has been put in place and currently in use.
9.2, 9.3 Program Enhancement	Evaluate status of annual inspection reports, work orders, and invoices received to determine if there is a problem in resolving damaged items, if additional training is needed, or quality control measures need to be implemented. (Supplemental Form page 23, #8)	All Facilities Maintenance inspections conducted by a vendor will be reviewed and documented by Facilities management and addressed with the responsible Supervisor. All corrective actions will be documented through invoices and work orders.	5/30/08	Facilities Maintenance	Closed subject to verification	Closed. No further action required.
9.4 Program Enhancement	Document on-the-job training (OJT) program with employee sign-off requirement. (Supplemental Form page 24, #9)	Facilities maintenance supervision will sign-off and ensure the crane service company is performing inspections properly. Crane inspections will be added to the on-the-job training checklist for Facilities. A tracking system is in place to track on-the-job training completion called the "Facilities Technician Instruction Sheet" which is filed by the individual bases. Learning Management System (LMS) is also used to track formalized training.	6/30/08	Facilities Maintenance	Closed	Closed. No further action required.
9.6, 10.13 Program Enhancement	Hold quarterly safety meetings for all office staff / administrative employees. (Supplemental Form page 2, #6)	Base Management staff have been assigned to attend safety meetings quarterly on a rotating basis. For office staff / administrative employees the Safety department will begin providing safety topics to all OCTA departments on a frequent basis, and will attend staff meetings to help lead the discussion topics as requested.	6/30/08	Transit	Closed subject to verification and consistent application	Closed. No further action required.



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**  
 APTA Bus Safety Management Program  
 Date of Audit: December 10-14, 2007

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9.6, 10.13, 16.4, 26.5 Program Enhancement	Add an additional date to Open Items Log of Base Safety Meetings, e.g. item number, date raised, and documented updates from responsible individual. (Supplemental Form page 3, #14)	This item has been completed.	3/30/08	Safety	Closed	Closed. No further action required.
9.6 Program Enhancement	Provide a member of Vehicle Maintenance Training department access to Safety Committee meeting at Garden Grove. (Supplemental Form page 14, #5)	A representative from Technical Services has always attended the monthly safety meetings at Garden Grove, and they also represent Maintenance Training as they are the same department. The meetings are open to all trainers as well.	N/A	Vehicle Maintenance	Closed	Closed. No further action required.
9.1 Program Enhancement	Keep pre-trip inspection checklists with the equipment to be used. (Supplemental Form page 26, #7)			Procurement / Storerooms	Open – incorrect element identified in Preliminary Report	Closed – Pre-trip inspection form has been revised and policy drafted to comply with recommendation.
10.2 Program Enhancement	Conduct quality checks of defect report completion process until there is assurance that the reports are properly filled out and signed off. (Supplemental Form page 14, #7; page 16, #12; and page 19, #5)	A safety campaign to be conducted jointly by safety captains and base instructors will occur by next quarter, which will cover the operations segment of the report response. In addition, the maintenance department has started and will continue to audit the pre-trip checklists, work orders, and closures in line with department policy. Operations Training will emphasize correct procedures for student operators and maintenance employees attending the Student Coach Operating Training program (SCOT).	12/31/08	Bus Operations	Open, review status	The safety campaign for defect card completion is scheduled for 1 <sup>st</sup> quarter '09 due to 2 other campaigns that were more critical at the time (wheelchair securement and emergency response).



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**

APTA Bus Safety Management Program

Date of Audit: December 10-14, 2007

APTA Report Item #	Recommendation (as stated in APTA report)	Corrective Action / Comment (Transit Agency)	To Be Completed On or Before	Assigned Responsibility	Element Status (to be completed by APTA)	Status Update (Transit Agency)
10.2 Program Enhancement	Review work orders provided to mechanics from Ellipse management information system to determine acceptance by top management of one sign-off for the number of items with no other marks on the sheet. (Supplemental Form page 15, #9)	Review of the proper completion of work orders is included in the quality control section, which audits the proper check off and (that) signatures are included.	9/30/08	Vehicle Maintenance	Closed – response addresses finding, thus 9/30/08 date is not relevant	Closed. No further action required.
10.3 Program Enhancement	Create quality control checklists for designated Quality Control (QC) inspectors to verify the inspections were conducted properly. (Supplemental Form page 16, #13)	The notice for quality control inspections will include the inspection sheets utilized by the base technicians to provide consistency in the process.	9/30/08	Vehicle Maintenance	Closed subject to verification	Closed. No further action required.
10.5 Program Enhancement	Include some indicator to verify all precision measuring instruments are within the Original Equipment Manufacture (OEM) and OCTA calibration cycle. (Supplemental Form page 15, #11)	The maintenance department manager has assigned the task of recalibration and certification of special tools to the quality control section which will coordinate with all bases.	9/30/08	Vehicle Maintenance / Quality Control	Open, review status	Transit Technical Services (TTS) is working with the Maintenance to inventory all tools/equip and to standardize tools. Draft procedure in progress to manage calibration and repairs with the following departments, Rebuild, Contracts Administration and Materials Management (CMM), Parts, Maintenance. Will include in FY 09/10 budget for the procurement of standardized tools.
10.8 Program Enhancement	Establish a quality control mechanism to increase confidence in the correctness, completeness, and consistency of work order inspection documentation. (Supplemental Form page 15, #10)	Operations Management Team will work with Maintenance to conduct quality control checks on bad order (BO) cards, ensuring that they are properly filled out and signed off.	7/31/08	Bus Operations	Open, review status	The safety campaign for defect card completion is scheduled for 1 <sup>st</sup> quarter '09 due to 2 other campaigns that were more critical at the time (wheelchair securement and emergency response).



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**  
 APTA Bus Safety Management Program  
 Date of Audit: December 10-14, 2007

APTA Report Item #	Recommendation (as stated in APTA report)	Corrective Action / Comment (Transit Agency)	To Be Completed On or Before	Assigned Responsibility	Element Status (to be completed by APTA)	Status Update (Transit Agency)
10.11, 14.1 Program Enhancement	Develop a safety certification program that includes creation of a safety certifiable items list; walk-thru / emergency response drills; and training required for opening facilities. (Supplemental Form page 5, #3)	System safety and compliance verifications are conducted by third party external consultants with specialization in that field. The Authority will provide additional items to validate, and Engineering will ensure all applicable groups review the results before the system becomes operational. No further actions will be taken at this time.	N/A	Engineering	Closed at agency's discretion	Closed. No further action required.
10.13 Program Enhancement	Maintain a consistent approach to posting minutes, "open items log," and meeting announcements for Safety Committee meetings. (Supplemental Form page 15, #8)	Safety has standardized the format for Safety Committee meeting minutes and announcements at all bases.	5/30/08	Safety	Closed, review for consistency	Closed. No further action required.
11.1 Program Enhancement	Create a generic Safety Rule Book that includes Personal Protective Equipment (PPE) and safe work practices as well as office safety. (Supplemental Form page 10, #13)	The Health, Safety and Environmental Compliance (HSEC) Policies and Procedures Manual is currently being developed. Expected completion is 12/31/2008. The Coach Operator Handbook, which is currently being revised, will also include safety rules. A separate Rules Book will not be developed at this time.	N/A	Safety	Open, review documents in process of update / revision	Draft procedures have been completed and awaiting Departmental approval.
11.2 Program Enhancement	Evaluate whether the practice of prospective employees bearing the cost of criminal background checks is feasible at OCTA. (Supplemental Form page 28, #7)	OCTA has evaluated this practice and a legal opinion was received from Woodruff, Spradlin & Smart on 1/23/08. California Fair Employment and Housing and Title VII prohibit an employer from a practice that will create a disparate impact on a protected class. The Authority is not able to implement the APTA recommendation.	N/A	Human Resources / Legal	Closed based on legal statutes	Closed. No further action required.



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**

APTA Bus Safety Management Program

Date of Audit: December 10-14, 2007

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11.6, 17.1, 17.3 Program Enhancement	Finalize and implement the agency's Configuration Management Plan, making revisions based on "lessons learned." (Supplemental Form page 4, #18)	The Configuration Management Plan is currently focused on the vehicle configuration and modifications. The recommendation will be implemented within the Transit division that will include Facilities and Systems in Big Bus and Community Transportation Services (CTS).	N/A	Maintenance	Open, review status	The Configuration Management Plan has been modified to include Facilities Maintenance projects. Regular monthly meetings continue to occur a Draft Procedure to form the 3 sub-committees is included. The Maintenance Manager is the Chair for the committees.
11.7, 13.3, 13.4 Program Enhancement	Update the agency's Business Recovery Plan and companion "Red Book", sharing the updated documents with key operating managers. (Supplemental Form page 21, #11)	The Authority has hired a full-time Security Manager who will be responsible for updating the Business Recovery Plan. The recommendation will be implemented.	In progress	Transit / Security	Open, review status	The Authority has scheduled the updates and integration of existing plans and this project will be assigned to a vendor; completion target is September 2009. Training will follow to familiarize all managers with the updated plan.
12.1 Program Enhancement	Expand the Learning Management System (LMS) database through development of training modules for items such as grinding wheel and drill press. (Supplemental Form page 13, #7)	Machine guarding and machine shop safety classes were provided at every base and every shift for the Maintenance staff in the month of August. Training has been entered into the electronic training tracking system, LMS.	8/30/2008	Safety	Closed	Closed. No further action required.
12.1 Program Enhancement	Include spaces on new employee training checklist to indicate trainer opinion of trainee status within progression toward efficiency. (Supplemental Form page 21, #12)	This has been completed.	2/11/08	Operations Training	Closed	Closed. No further action required.



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**

APTA Bus Safety Management Program

**Date of Audit: December 10-14, 2007**

APTA Report Item #	Recommendation (as stated in APTA report)	Corrective Action / Comment (Transit Agency)	To Be Completed On or Before	Assigned Responsibility	Element Status (to be completed by APTA)	Status Update (Transit Agency)
12.3, 18.1 Program Enhancement	Find a means to increase safety and security awareness by raising level of refresher training and expanding delivery of safety messages throughout the organization. (Supplemental Form page 1, #2)	Safety topics such as Material Safety Data Sheet (MSDS) review and eye protection are being presented at the Transit Managers meetings and will be provided monthly to all Base Managers to present to their staff. In 2006 and 2007, security refresher courses were provided by Operations Training (National Incident Management System (NIMS), Emergency Operations Center (EOC), National Response Plan (NRP) and emergency response). The Authority is in the process of providing train-the-trainer classes to designated OCTA personnel. This will be a two-year process. A safety communication tool known as Incident Alerts have been developed to better deliver and expand safety messages and lessons learned throughout the organization.	5/30/2008	Safety	Closed subject to verification of completed training	Closed. No further action required.
12.3 Program Enhancement	Provide security training to all employees, using National Transit Institute (NTI) program as base reference. (Supplemental Form page 13, #5)	In 2006 and 2007, refresher courses were provided through Operations training in NIMS, EOC, NRP, and emergency response. The Authority has retained a consultant for emergency planning to provide train-the-trainer classes to designated OCTA personnel. The trainers will then be able to develop and manage security drills, and do training. This will be a two-year process.	4/30/09	Security	Open, review status	Train-the-Trainer sessions are currently in progress – Middle of two year training program. Hosting Transit Safety Institute (TSI) Class in February-2009.



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**  
 APTA Bus Safety Management Program  
 Date of Audit: December 10-14, 2007

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12.4 Program Enhancement	Establish a corporate "Environmental Safety Awareness" course for all employees. Begin to measure water and paper usage at each base / office facility. (Supplemental Form page 10, #12)	Various environmental programs are currently implemented at OCTA; i.e., paper, cans, and bottle recycling are in place at all bases and the Admin. Building. Company Equipment Assign (CEA) cars are all Toyota Prius hybrids. Annual training is currently being done for storm water pollution prevention and spill prevention control at all bases. Usage of water, electricity are tracked for each base. A more detailed environmental sustainability course will be considered for development as the budget allows.	N/A	Safety	Closed at agency's discretion	Review environmental sustainability program and training 1 <sup>st</sup> quarter 2009.
12.4 Program Enhancement	Expand maintenance trainer evaluation program to include self-review of a videotaped lesson, peer review of a class, and management sitting in on a module. (Supplemental Form page 13, #6)	A new process of previewing classes is in development. The sessions are routinely previewed / approved by an audience consisting of Maintenance management, Technical Services, and Quality Assurance (QA). The plan is to formalize this practice and include in the overall Maintenance Support Services (MSS) section procedure and Maintenance Training procedure.	7/30/08	Vehicle Maintenance Training	Open, review status	Closed - A written training development and review policy has been developed and awaiting final approval signature. Policy is entitled Maintenance Support Services and Maintenance Training Area Policy.
12.4 Program Enhancement	Include specific instructions on how to complete "Defect Reports" to ensure they are completed in full. (Supplemental Form page 17, #7)	Operations Training has provided specific instructions on how to complete Defect Reports (BO cards) to ensure acceptable completeness at all OCTA bases.	7/30/08	Operations Training	Closed subject to verification	Closed. No further action required.



**Orange County Transportation Authority: System Safety Program Corrective Action Plan (CAP) Status Report**  
 APTA Bus Safety Management Program  
 Date of Audit: December 10-14, 2007

APTA Report Item #	Recommendation (as stated in APTA report)	Corrective Action / Comment (Transit Agency)	To Be Completed On or Before	Assigned Responsibility	Element Status (to be completed by APTA)	Status Update (Transit Agency)
12.6 Program Enhancement	Establish a mechanism to document that a trainee does not leave the classroom with any misconception about certain aspects of the test(s). (Supplemental form page 18, #8)	The Authority will enhance the current method of student testing by using some of the mechanisms recommended by APTA on a trial basis to determine which type of testing is the most suitable for our needs. A determination will then be made to permanently include it in the training program.	12/31/08	Operations Training	Open, review status	Closed – Ops Training is administering a quiz each training session. They are reviewed with the students, ensuring they understand the correct answers to the questions they missed. Additionally, OCTA will incorporate a final exam in the New Coach Operator Return and Review course conducted in the sixth week of employment, before the new operators are released to operate on their own. This will also be reviewed and remarked by the operators.
12.7 Program Enhancement	Include the training program established for supervisors within the supervisory new-hire training program. Require all supervisors to attain the "Health, Safety, & Environmental Certificate for Supervisors." (Supplemental Form page 11, #15)	OCTA is currently meeting the criteria of this question and the procedure described in the BSSP. The recommendation for making this training mandatory is for future action but should not be (applied) against our current practices.	N/A	Safety	Closed per APTA management	Closed. No further action required.





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12.8, 12.10, 12.11 Program Enhancement	Once established, require each facility (base) manager to be responsible for assurance that requisite training is completed in a timely manner. (Supplemental Form page 2, #9)	Human Resources (HR), Training, Transit, and Safety are working together to determine the required safety training for the bases, and including it as a part of the Base Managers' annual performance evaluation, to have their employees (including themselves) complete all training.	6/30/08	Transit	Open, review status	The annual safety training has been determined and conducted at all bases for Maintenance staff. Currently working with Maintenance Manager to include as a criteria in base managers' performance evaluation.
12.8, 14.2 Program Enhancement	Develop a training program for supervisors and union employees that create and implement documentation on job hazard / safety analysis of specific tasks. Insert key safety responsibilities into work order produced by Ellipse. (Supplemental Form page 3, #11)	Safety is developing a Job Hazard Analysis (JHA) program that will identify hazards and corrective actions for high risk job tasks, including training and tracking procedures. Using the Ellipse system will be a long-term consideration and will not be implemented at this time.	3/31/09	Safety	Open, review status	The draft JHA program has been completed and is awaiting final signature approval.
12.8, 12.10 Program Enhancement	Identify crafts / job titles required to hold and maintain specific qualifications. Revise applicable plans (i.e., Respiratory Protection, Confined Space Entry, etc.) and include in LMS database. (Supplemental Form page 10, #11)	Safety has developed a training matrix with job classifications to determine the safety training required by each craft, and 2008 training is based on that determination. All training is tracked through LMS. We do not believe modifying the written procedures will be as beneficial as having all requirements tracked through LMS which is a real-time system.	3/31/08	Safety	Closed at agency's discretion and based on actions taken	Closed. No further action required.
12.10, 12.11 Program Enhancement	Establish a training program for managers, supervisors, and front-line employees on creating job hazard analysis for various tasks. (Supplemental Form page 10, #14)	Safety is developing a Job Hazard Analysis program that would cover all employees performing industrial tasks, and training will be provided to Supervisors on how to complete a JHA.	3/31/09	Safety	Open, review status	The draft JHA program has been completed and is awaiting final signature approval.



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12.10 Program Enhancement	Develop a Safety Certification and Configuration Program Enhancement using a fleet safety acceptance testing process that lists safety critical items. (Supplemental Form page 16, #14)	System safety and compliance verifications are conducted by third party external consultants with specialization in that field. The Authority will provide additional items to validate, and Vehicle Maintenance will ensure all applicable groups review the results before the system becomes operational. No further actions will be taken at this time.	N/A	Vehicle Maintenance	Closed at agency's discretion	Closed. No further action required.
16.1, 25.8 Program Enhancement	Conduct an internal security assessment of agency's existing wrap standard to determine if the specification should change. (Supplemental Form page 8, #11)	OCTA Marketing has researched the materials available in the industry for perforated window film. Currently, a 50% film, 50% visibility material is used as the standard film in the transit industry. The agencies using this film include Muni (San Francisco), MTA (Los Angeles), CTA (Chicago), Metro Transit (Minneapolis), Omnitrans (San Bernardino), Long Beach Transit, and North County Transit District (San Diego). However, they all use different ratios in covering the buses; i.e., only 30% or 50% of windows are covered. OCTA will conduct internal assessment to evaluate the security risks/hazards of wrapping the entire bus.	12/31/08	Security / Transit Police Services	Open, review status	Closed - OCTA Transit Police Services (TPS) completed an internal security assessment with recommendations to change wrap specifications in order to decrease security risks. Marketing will negotiate an amendment for current contract to phase-in new specs with consideration to ad revenue by 6/30/2009. Several options are available for wraps that have minimal impact on revenue. New contracts will require the new specs.
17.1 Program Enhancement	Assess whether using an intern for identified tasks will be successful for timely completion. (Supplemental Form page 6, #7)	An engineering intern has been hired to support the Engineering department with updating and maintaining as-built drawings and other critical tasks.	7/1/08	Engineering	Closed	Closed. No further action required.



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17.2 Program Enhancement	Develop a document retention policy for electronic documentation, with an accompanying training program for OCTA staff. (Supplemental Form page 2, #7)	The deputy chief executive officer has established a records management task force to implement a comprehensive program, policies, and procedures for the systematic and orderly accumulation and storage of active records. This will include an electronic documentation policy.	12/31/08	Deputy CEO Office	Open, review status	The first phase in a series of actions is underway to implement a records retention program and policy. The first step is to develop an electronic data classification and documentation policy to be completed by 6/30/09.
17.2 Program Enhancement	Expand agency's requirement for documented pre-work safety briefings with each contractor employee with regard to expected level of safe work practices, hazard identification, hot work permits, emergency evacuation procedures, etc. (Supplemental Form page 6, #8)	Safety is developing a written Contractor Safety Program which includes pre-mobilization meetings with contractors, OCTA safety policies, and compliance requirements. In addition, safety specifications will be incorporated into the Contracts Administration and Materials Management (CMM) terms and conditions for all contracts as applicable.	12/31/08	Safety	Open, review status	Written draft programs have been completed and awaiting departmental review and approval.
17.2 Program Enhancement	Consider changing bus stop sign configuration to include agency's web page below the info phone number. (Supplemental Form page 12, #6)	As new orders of "discontinued bus stop" signs are ordered the OCTA web address will be added. Other options under consideration is adding adhesive signs to existing bus signs that will not be changed out for awhile.	Ongoing	Scheduling / Stops & Zones	Closed	Closed. No further action required.
17.4 Program Enhancement	Develop a corporate records management policy that includes the hierarchy of documents and their control, review, and revision process. (Supplemental Form page 2, #5)	The deputy chief executive officer has established a records management task force to implement a comprehensive program, policies, and procedures for the systematic and orderly accumulation and storage of active records.	12/31/08	Deputy CEO Office	Open, review status	A corporate records management policy will be the second step in the series of actions to implement this program by 12/31/09.



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17.4 Program Enhancement	Discuss changes / additions to binders and manuals on shop floor, collecting expired copies and checking to ensure information present is current. (Supplemental Form page 25, #3)	Projects are tracked by a unique number and are used to synchronize all documentation related to the project. They are maintained in various directories and formats; i.e., Technical Data Notices. A review of the process is planned to determine a software solution for managing updated information.	12/31/08	Quality Assurance & Control	Open, review status	All TDN's are accessible to all OCTA personnel via the Intranet under the Transit Division link; <a href="http://infonet/Transit/Maintenance/technica.htm">http://infonet/Transit/Maintenance/technica.htm</a> . All available Maintenance and Service Manuals are available to OCTA personnel via "The OCTA Viewer".
17.4 Program Enhancement	Investigate the agency's capability to use the intranet as a means to assist in document control. (Supplemental Form page 25, #4)	A new OCTA intranet has been instituted to improve document control. Document standards, approvals, and access can also be administered by the content manager in his new system. Conversion to the new intranet has been completed.	12/31/08	General Services	Open, review status	Closed – The development of the new OCTA intranet allows for document control. This can be utilized once the document control policy is finalized.
18.1 Program Enhancement	Include Engineering staff in CalOSHA training to increase recognition capabilities on construction site safety and decisions on work cessations. (Supplemental Form page 5, #4)	Engineering project managers and other key personnel have completed the OSHA construction safety course.	4/15/08	Engineering	Closed	Closed. No further action required.
18.1 Program Enhancement	Include all drivers of OCTA vehicles in the requirement to receive "Defensive Driving" as a pre-requisite. (Supplemental Form page 17, #6)	An on-line training module for defensive driving will be evaluated for applicability for the non-coach operators who use OCTA vehicles.	12/31/08	Operations Training	Open, review status	It has been determined that Operations training has the capability and resources to develop an in-house defensive driving module that will be available on-line. The training module will be available 1 <sup>st</sup> quarter 2009.



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18.1 Program Enhancement	Develop job hazard / safety analysis for tasks such as landscaping to ensure use of the appropriate Personal Protective Equipment (PPE). (Supplemental Form page 22, #4)	Landscaping is a contracted service. The Authority is to develop safety specifications to be included for all contract terms and conditions, and hold the contractor responsible for abiding by those terms. The Authority will provide auditing and general oversight of contracted work, and inform the contractor of any deficiencies.	N/A	Maintenance	Closed per APTA management	Closed. No further action required.
18.1 Program Enhancement	Check with "personal trainers" to determine specific exercises for storeroom supervisors prior to executing certain tasks. (Supplemental Form page 27, #9)	Personal trainers will provide proper instruction on stretching and exercises for storeroom supervisors.	6/30/08	Safety	Closed subject to verification	Closed. No further action required.
18.2 Program Enhancement	Establish a requirement that base managers will attend monthly safety meetings at least (3) times per year. (Supplemental Form page 3, #13; page 16, #15; page 19, #6; and page 22, #6)	Base managers are now scheduled to attend safety meetings at least quarterly, on a rotating basis.	3/1/08	Transit	Closed – review for consistency	Closed. No further action required.
19.1 Program Enhancement	Keep pre-trip inspection checklists with the equipment to be used. (Supplemental Form page 26, #7)	No correlation with recommendation.		Vehicle Maintenance	(APTA reassigned to Element 9.1)	Closed. No further action required.



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20.1 Program Enhancement	Consider inclusion of the following good practices at the next revision to the OCTA Substance Abuse Policy: <ul style="list-style-type: none"> <li>- Forms to ask/authorize information related to previous Department of Transportation (DOT) drug/alcohol testing</li> <li>- Reference to behaviors that lead to directly observed collections</li> <li>- Agency response to a Medical Review Officer (MRO) report of a negative test that was dilute (Supplemental Form page 29, #9)</li> </ul>	<p><u>Language to add to the policy to meet recommendation:</u> This requirement applies to employees seeking to begin performing safety-sensitive duties with the Authority. Employees who are interested will be required to provide a written consent to participate in the Post-Employment-Offer or Transfer to a Safety Sensitive Positions testing. Employees who do not provide this written consent will not be allowed to perform safety-sensitive functions.</p> <p><u>Language to be changed to meet recommendation:</u> If the MRO informs the Authority of a negative dilute test, with the Creatinine between 2-5 mg/dl, then the employee must retest. The second collection must be directly observed. The test must be immediately after notification from the MRO. No advance notice. The second test result is final. If the MRO informs the Authority of a negative dilute test with the Creatinine above 5 mg/dl, then the employee may be directed to take a second which is NOT directly observed. The result of the second test is test of record. Employee's refusal to retest is a Test Refusal. All employees will be treated the same for the purpose of processing dilute tests.</p>	12/31/08	Human Resources	Open, review status	Recommended language has been included in the final version of the Drug and Alcohol policy, on track to be finalized by 12/31/08.



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20.3 Program Enhancement	Develop a fitness for duty checklist for window dispatchers that references fit for duty and proper uniform, on time, etc. (Supplemental Form page 19, #7)	A "fit for duty" checklist is being developed for use by window dispatchers and supervisors.	6/30/08	Bus Operations	Closed subject to verification	Closed. No further action required.
21.1 Program Enhancement	Review agency's Alcohol and Drug Policy to ensure compliant program / policy, including identification of contractor work considered "standing in the shoes of." (Supplemental Form page 29, #8)	The Alcohol and Drug policy is currently under review and modification. A final published document is expected to be completed by the end of the year.	12/31/08	Human Resources	Open, review status	Recommended language has been included in the final version of the Drug and Alcohol policy, on track to be finalized by 12/31/08.
21.2 Program Enhancement	Evaluate cost and complexity of construction contracts to determine if a specific individual is sufficient or a designated site specific safety official is warranted. (Supplemental Form page 6, #5)	The Authority presently implements the APTA recommendation on major capital projects such as the State Route 22 freeway project. The contractor safety specifications which include this requirement are being finalized to be an addendum to the Authority's terms and conditions for all construction contracts.	12/31/08	Engineering	Open, review status	This is related to the contractor safety specifications that are to be incorporated into the terms and conditions of all service related contracts. Draft specifications are completed and awaiting departmental review and approval.
22.1 Program Enhancement	Label bins containing items with a shelf-life. Amend the "Age Controlled" Standard Operation Procedure (SOP) to cite steps taken if an item has passed its expiry date. (Supplemental Form page 26, #8)	The Authority's understanding of shelf life items is parts with expiration dates. Parts will investigate the options for identifying age controlled items and modify the SOP if necessary.	9/30/08	Procurement / Storerooms	Open, review status	A list of age controlled items has been established. Flags for age controlled inventory will be used to manage expiration dates. The written procedure for managing age controlled items has been developed. Supervisors will train stockroom personnel on procedure by 12/31/08.



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23.1, 23.2, 23.3 Program Enhancement	Establish a training program that is site specific to identify known hazards, the facility's emergency plan, etc. Provide required training within the first few days at the facility (includes transfers or temporary assignments). (Supplemental Form page 2, #8)	Safety training requirements have been developed for all the bases. Responsibility for conducting the training for current and all new employees will lie with the Operations Base Manager.	12/31/08	Transit	Open, review status	Closed. Hazards awareness training has been completed at all bases in July 2008.
25.2 Program Enhancement	Use greater coordination / partnering with key operating managers in formulating security plans and policies. (Supplemental Form page 21, #13)	The Authority has hired a Security Manager who will be responsible for updating the Business Recovery Plan. The recommendation will be implemented.	In progress	Security / Transit Operations	Open, review status	Ongoing part of two year training plan to be completed September 2010.
25.3, 25.8 Program Enhancement	Explore ways to secure bases at entrance points and include Security input into design / renovation of facilities with a CPTED (Crime Prevention Through Environmental Design) approach. (Supplemental Form page 21, #14)	The Authority has hired a Security Manager who will be responsible for updating the Business Recovery Plan. The recommendation will be evaluated as a cost benefit analysis.	In progress	Security / Transit	Open, review status	Evaluation in progress.
25.2 Program Enhancement	Initiate a program that prohibits access to unauthorized web sites. (Supplemental Form page 31, #6)	OCTA does block unauthorized websites through the use of a web filtering tool called <i>Websense Internet Filtering</i> since August of 2003. Categories include adult material, MP3 downloads, gambling, games, hacking, militancy and extremists, web chatting, racism and hate, violence, weapons, YouTube, MySpace, etc.	N/A	Information Technology	Closed per APTA management	Closed. No further action required.





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25.2 Program Enhancement	Establish a process to immediately check / cleanse loaned laptops upon return to supplement the "never connected to server" practice. (Supplemental Form page 31, #7)	The IT department has developed a process to exclude certain loaner laptops from our network to safeguard and ensure the network's security and integrity. IT will review the impact of cleansing each laptop after its return and implement if the value of this process exceeds the potential business impact and cost.	12/31/08	Information Technology	Open, review status	Closed. Each laptop is cleansed upon return by a help desk technician. A laptop will not be loaned out until it has fully been reviewed and cleansed. No more than one week will pass before a laptop is worked on.
25.3, 25.8 Program Enhancement	Enhance facility security; (i.e., external surveillance, front gate security. (Supplemental Form page 24, #10)	There is a project in place to upgrade the facility surveillance equipment. This project will cover only cameras and perimeter control (fences, security wire, gates, etc.). This will not include security personnel.	12/31/08	Facilities Maintenance	Open, review status	Request for Proposal has been released for design phase 12/3/08. Responsibility has been transferred to Facilities Engineering (JKhan). The responses are due 1/20/09. It is scheduled to go to the Board of Directors for final approval in March 2009.
25.4 Program Enhancement	Include safety and security pages as links from agency's home page and add a Transit Watch link. (Supplemental Form page 7, #9)	Since the information on the Transit Watch program is more targeted at the transit agencies instead of the general public and transit customers, the Authority will not be providing a link to Transit Watch.	N/A	Transit Police Services	Closed at agency's discretion	Closed. No further action required.
25.4 Program Enhancement	Increase the number of posters with messages that underscore safety responsibility, throughout the workplace. (Supplemental Form page 10, #10)	Operations and Maintenance will request thematic posters be provided to post at each base, both in Maintenance and Operations. Appropriate locations will be identified at all locations.	12/31/08	Facilities Maintenance	Open, review status	Closed. New safety posters were purchased and posted at numerous locations.
25.4 Program Enhancement	Give greater priority to centralizing the security function and ensure that both managers and employees know their responsibilities during a security event, e.g. change in Department of Homeland Security (DHS) threat level. (Supplemental Form page 21, #15)	The Authority has hired a Security Manager who will be responsible for updating the Business Recovery Plan. The recommendation will be implemented.	In progress	Transit	Open, review status	Underway-Ongoing part of two year training plan to be completed September-2010



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25.4 Program Enhancement	Harden password requirement to include at least a combination of letters and numbers. (Supplemental Form page 31, #10)	The current OCTA Access Control Policy states the following: Passwords shall have a minimum length of eight characters. Passwords shall be comprised of a combination of both alpha and numeric characters. The Authority feels the criteria have been met and no other action will be taken at this time.	N/A	Information Technology	Closed at agency's discretion	Closed. No further action required.
25.8 Program Enhancement	Test contractor's ability to obtain "stored" information from off-site storage contractor. (Supplemental Form page 31, #9)	In the event of a disaster declaration, our practice has members from the Information Systems (IS) department responsible for retrieving data from our "off-site" storage contractor, or IS will issue instructions for delivery of our data to our 'hot site.' This practice is rehearsed and reinforced during our yearly disaster recovery test.	12/31/08	Information Technology	Closed – response satisfies audit finding	Closed. No further action required.
26.1 Improvement Needed	Adopt a program to complete the internal audit aspect of the agency's Bus Safety and Security Program Plan. (Supplemental Form page 11, #16)	Safety will review and adopt a similar audit program that is used by the Internal Audit department to implement this recommendation. The written Bus System Safety Program will be reviewed and updated at least once every two (2) years, or when processes change. The BSSP will also be audited for compliance to the written program from the date of the last revision.	6/30/09	Safety	Open, review status	The internal audit section is being modified in the BSSP to reflect similar methods of self-audit as the OCTA Internal Auditing program. The final version will need approval by Human Resources Organizational Development (HROD) executive director.
26.2, 26.3, 26.4, 26.5, 26.6 Program Enhancement	Determine internal audit assignments to prevent duplication of effort through coordination with HSEC. (Supplemental Form page 33, #1)	The Authority Internal Audit department and safety will collaborate to implement this recommendation.	6/30/09	Internal Audit Safety	Open, review status	The internal audit section is being modified in the BSSP to reflect similar methods of self-audit as the OCTA Internal Auditing program. The final version will need approval by HROD executive director.



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<b>EFFECTIVE PRACTICES OBSERVED</b>	
<b>Safety Element No.</b>	<b>DESCRIPTION</b>
3 Goals	<ul style="list-style-type: none"> <li>- Commendable safety performance record attributed to <i>industry-leading effective</i> programs such as "Annual CEO Base Pull-Out Inspection" and "Transit Fleet Accident Reduction Plan."</li> </ul>
11 Rules / Procedures	<ul style="list-style-type: none"> <li>- "Candidate Evaluation Matrix" developed to document evaluator's interview of potential candidates.</li> </ul>
12 Training / Certification	<ul style="list-style-type: none"> <li>- Short subject training conducted monthly ("checking and charging A/C systems; ABS theory, etc.) to maintain employee skills level is considered an <i>industry- leading effective practice</i>.</li> <li>- Learning Management System utilized to track training requirements, re-training, and proficiency levels.</li> <li>- Safety captains attend a Cal-OSHA training program to facilitate knowledgeable critical observations and decision making.</li> <li>- Checklist of (64) performance measures established for coach operator proficiency.</li> </ul>
15 Safety Data	<ul style="list-style-type: none"> <li>- An established "Accident Reduction Team" and applied accident investigation training have led to decreases in vehicular collisions and passenger injuries.</li> <li>- Effective industry practices applied in the area of case vs. claims management and cost containment / reductions (i.e., subrogation recovery, unbundled TPS services, and labor/management cost sharing).</li> </ul>
16 Inter-department / Inter-agency Coordination	<ul style="list-style-type: none"> <li>- The OCTA "Bus Safety &amp; Security Awareness Marketing Plan" is quite comprehensive and considered an <i>industry-leading effective practice</i>.</li> </ul>
18 Employee Safety	<ul style="list-style-type: none"> <li>- Utilizing discipline, fraud detection, base managers required to take ownership in the injury process, movement from claims management to case management, union promotion of lowering workers' comp costs, and sharing the savings with union employees are efforts considered <i>industry-leading effective practices</i> initiated by Risk management.</li> <li>- Safety communication tool (<i>Incident Alert</i>)</li> </ul>
24 Operating Environment / Passenger Facility	<ul style="list-style-type: none"> <li>- The agency's "Bus Stop Safety Design Guide" model is an <i>industry-leading effective practice</i> in bus stop assessment.</li> <li>- Software installed to track customer complaints.</li> </ul>





MEMO

January 21, 2009

To: Members of the Board of Directors  
From: Wendy Knowles, <sup>WK</sup> 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 22, 2008*

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Customer Information Center Update

### **Overview**

The Orange County Transportation Authority Customer Information Center assists customers with trip planning by providing travel itineraries and general information to bus riders seven days a week, 365 days a year. This report provides an update on the Customer Information Center including the increases in call volume and the effect on the Alta Resources contract.

### **Recommendations**

- A. Approve change in weekday hours of operation making the Customer Information Center pilot program hours permanent.
- B. Direct staff to return to the Board of Directors in six months with an update on Customer Information Center, the status of the Alta Resources contract, and the status of technology enhancements that improve bus information to riders and reduce operating costs.

### **Background**

This is the fourth in a series of reports to the Orange County Transportation Authority (OCTA) Board of Directors (Board) on the Customer Information Center (CIC). The CIC provides transit information to an increasing number of callers. Customers receive bus schedules, route information, and general bus information by calling the (714) 636-RIDE or (800) 636-RIDE telephone numbers. Inquiries relative to customer relations, ACCESS paratransit service, freeway services, rideshare, and Metrolink are transferred by the CIC to the appropriate OCTA departments. On June 12, 2008, the Board approved a six-month pilot program reducing the weekday operating hours from 5 a.m. - 10 p.m. to 7 a.m. - 8 p.m.

The current hours of operation are as follows:

Weekdays: 7 a.m. – 8 p.m.  
 Weekends: 7 a.m. – 7 p.m.  
 Holidays: 8 a.m. – 5 p.m.

The customer information telephone call center is operated by Alta Resources and is located in Brea, California. There are three full-time operators of which all are bilingual (English and Spanish), and 32 part-time operators of which 14 are bilingual. The pass sales function is staffed separately by three full-time employees, two of which are bilingual.

### **Discussion**

The initial term for the Alta Resources contract spans a four and one-half year period, January 1, 2007 through June 30, 2011. As reported in the last CIC update in June 2008, the growth in calls continues to increase from the previous fiscal year (FY).

In the following chart depicting the call volumes, there was a spike in calls during the work stoppage in July 2007, which accounts for the decrease in calls in July 2008. The growth rates continued to increase in other months as compared to the previous year with the percentage increase ranging from 11 percent to -3 percent.

FY 2006-07, 2007-08 and 2008-09 Call Comparison

Fiscal Year Actuals	FY 2006-07 Calls Handled	FY 2007-08 Calls Handled	FY 2008-09 Calls Handled	Percent Variance FY 2007-08 to FY 2008-09
July	57,926	*85,673	73,385	-14%
August	60,623	62,601	69,780	11%
September	56,392	58,417	65,106	11%
October	56,819	59,331	63,876	8%
November	52,655	56,587	58,088	3%
December	52,573	58,129	56,132	-3%
January	54,731	60,086		
February	50,505	58,836		
March	58,300	64,748		
April	54,855	64,087		
May	57,856	66,572		
June	61,258	74,060		
<b>Total Calls</b>	<b>674,493</b>	<b>769,127</b>	<b>386,367</b>	
<b>Monthly Average</b>	<b>56,208</b>	<b>64,094</b>	<b>64,395</b>	<b>0.47%</b>

\* 25,000 calls attributed to the work stoppage

The implementation of the pilot program to manage call volumes had modest success and may have contributed to reducing the growth rate slightly from an estimated 11 percent to -3 percent from August through December of FY 2008-2009. Although the hours of operation were reduced, the increase in fuel prices attracted new riders to the bus system, which increased the number of first time callers. There were six total complaints regarding the change in the hours of operation. The first five were received during the first few weeks of the pilot program, and the final complaint was received in December 2008.

Further evaluation of the hours of operation reveals the weekday calls (7 a.m. to 8 p.m.) account for 78 percent of the total calls, while the weekend calls (7 a.m. to 7 p.m.) account for 21 percent of the total calls, and the holiday calls (8 a.m. to 5 p.m.) account for 1 percent of the total calls. Staff will continue to track the declining call volumes and in the next update will bring forth additional recommendations to further manage demand and reduce contract costs including re-negotiating the contract to a fixed rate, re-evaluating performance standards, and providing trip itineraries through the regional 511 Motorist Aid and Traveler Information System.

Alta Resources Contract Impact

The table below reflects the contractual terms with Alta Resources for the initial four and one-half year term with three one-year option terms. The contract terms for the current year include a cost-per-call of \$1.935 for operator-assisted calls, \$0.13 for recorded information calls, and no charge for calls transferred to OCTA. The cost for operator-assisted calls will increase during the third year to \$2.00 per call and to \$2.04 per call during the fourth year with recorded information calls costing \$0.14 per call.

The current contract balance is as follows:

Alta Resources No. C-6-0461	
Initial Contract Term 4½ years	1/1/2007 – 6/30/2011
Maximum Cumulative Obligation (Initial Contract Term Only)	\$6,917,366.00
Total Contract Cost to Date (January 2007 – October 2008)	\$3,215,137.55
Current Contract Balance	\$3,702,228.45

Depending on the success of demand management measures, the maximum contract obligation may be reached sooner than the end of the contract term in FY 2010-2011, as early as July 2010. Approximately 44 percent of the initial



contract term has been completed and 54 percent of the budget has been expended to date.

#### Performance Measures

According to the Alta Resources contract, the following performance standards are required to be met:

- Service Level - 90 percent of all calls are answered within two minutes.

Alta Resources handled an average of 64,395 calls per month for the first six months of FY 2008-09, compared to last fiscal year when the average number of handled calls was 64,094. The service level of all calls being answered within two minutes has remained consistent at an average of 93 percent.

- Abandonment Rate - less than 5 percent for calls terminated after the first 30 seconds.

The abandonment rate, when callers disconnect the call prior to being answered by a representative, has also remained consistent at an average of 4 percent each month during this reporting period. The abandonment rate used by several neighboring transit agencies ranges from 4 percent to 15 percent.

- No more than one complaint per 15,000 calls answered.

During this current FY 2008-09, Alta Resources has received on average less than one complaint per 15,000 calls. In addition, Alta Resources has received an average of eight compliments (or two per 15,000 calls) per month during this reporting period.

- Ride OCTA fixed route bus service a minimum of one hour each month utilizing at least two different routes each time - all CIC staff members are required to ride the fixed route bus system a minimum of one hour per month to maintain familiarity.

Each Alta Resources staff member completed the required two fixed route bus service rides per month resulting in Alta Resources meeting the requirement during this reporting period.

### Future Opportunities to Provide Cost Effective Information Services

The Los Angeles Metropolitan Transportation Authority (Metro) is the lead agency in the development and implementation of the regional 511 Motorist Aid and Traveler Information System (MATIS). MATIS will be comprised of an interactive voice response (IVR) telephone system and a web portal that will provide a variety of traveler information to the public.

OCTA staff believes the following Orange County information should be made available through the 511 information system:

- Bus and rail trip planning and scheduling information
- Traffic updates and incident information
- Roadwork advisories
- Carpool and ride matching information
- Park-and-ride information

OCTA staff has been working collaboratively with Metro staff and the other participating agencies towards the development and implementation of the 511 system and interagency agreement to include Orange County in the implementation of the regional southern California 511 MATIS. A cooperative agreement is scheduled to be brought to the Board of Directors within the next 90 days. Staff continues to work with its regional partners at Metro to expedite implementation of the IVR system. The 511 system will provide a low cost 24-hour information service to the public.

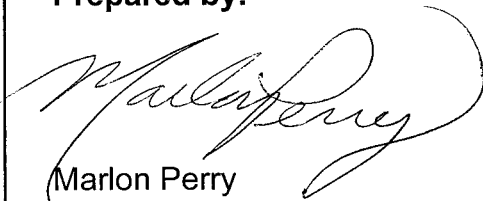
### **Summary**

Alta Resources' performance continues to meet or exceed contractual performance standards. Staff will continue to ensure service performance requirements are being met and to monitor call volumes. Staff will return to the Board in six months with strategies to further reduce operating costs in the next fiscal year including updates on the status of the 511 MATIS.

**Attachment**


- A. Customer Information Center Monthly Contract Costs FY 2007-2008  
and FY 2008-2009

**Prepared by:**



Marlon Perry  
Section Manager, Customer Relations  
(714) 560-5566

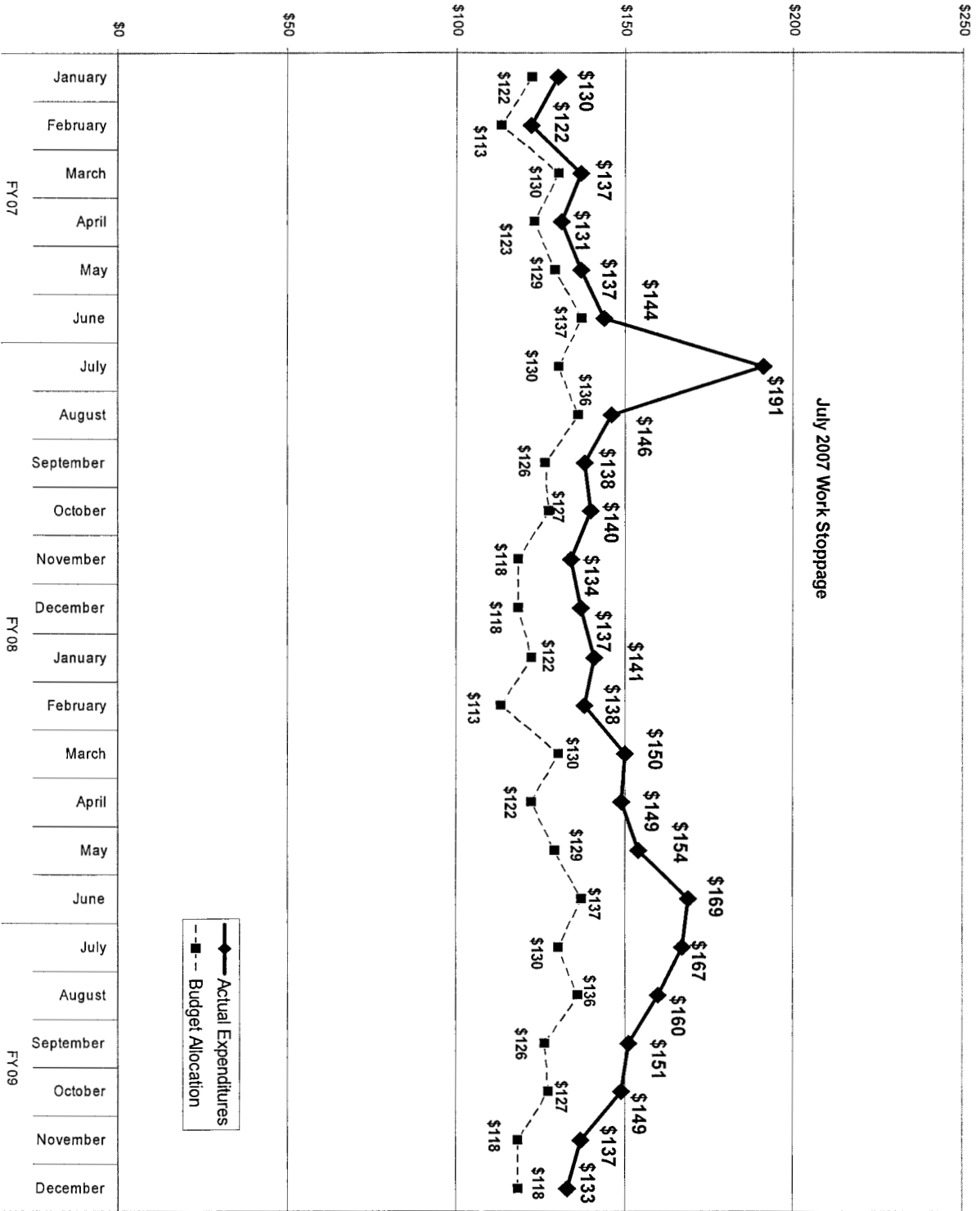
**Approved by:**



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

Customer Information Center Monthly Contract Costs FY 2007-2008 and FY 2008-2009

In Thousands



July 2007 Work Stoppage

—◆— Actual Expenditures  
 - - ■ - - Budget Allocation





BOARD COMMITTEE TRANSMITTAL

January 26, 2009

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Agreement Between the Orange County Transportation Authority and City of Irvine for Transfer of State Proposition 116 Funds

Transportation 2020 Committee Meeting of January 19, 2009

**Present:** Directors Amante, Brown, Buffa, Campbell, Cavecche, Dixon, and Pringle  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Direct General Counsel to address changes to Cooperative Agreement No. C-8-1400 with the City of Irvine as suggested by the Committee.

**Committee Comments**

The Committee requested revisions to Cooperative Agreement No. C-8-1400 with the City of Irvine as follows:

- Page one, paragraph five, to read, "...by the CTC up to the amount of \$121.3 million dollars..."
- Include language in the agreement to indicate that the transfer of funds is subject to California Transportation Commission authorization and bond sales by the Pooled Money Investment Board prior to the time identified in the statute for encumbrance.

Note: Attached is a revised draft Cooperative Agreement No. C-8-1400 Between Orange County Transportation Authority and City of Irvine for Transfer of State Proposition 116 Funds. (Transmittal Attachment A)

# DRAFT

COOPERATIVE AGREEMENT NO. C-8-1400

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF IRVINE

FOR

TRANSFER OF STATE PROPOSITION 116 FUNDS

THIS COOPERATIVE AGREEMENT is effective 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 the City of Irvine, One Civic Center Drive, Irvine, California, 92623, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY and the CITY desire to enter into a Cooperative Agreement to transfer lead agency and funding recipient designation from CITY to AUTHORITY for use of State Proposition 116 funds and obtain California Transportation Commission (CTC) approval to program funds for AUTHORITY designated projects; and

**WHEREAS**, CITY agrees to take formal action to replace the dual technology fixed guideway project with a rubber-tired transit program and submit a revised Go-Local Step 1 final report; and

**WHEREAS**, AUTHORITY has agreed to credit the Proposition 116 funds made available to AUTHORITY against the CITY's local match requirements for projects submitted by CITY and approved by AUTHORITY's Board of Director's (Board) under the Renewed Measure M transit Projects S, T and V; and

**WHEREAS**, AUTHORITY and CITY agree the CITY's cumulative local match credit reduction will be equal to the amount of State Proposition 116 funds made available to AUTHORITY by the CTC up to the amount of \$121.3 million dollars and;

1           **WHEREAS**, AUTHORITY and CITY agree the CITY's cumulative local match credit may be  
2 used by City for capital and/or operations consistent with Renewed Measure M funding guidelines  
3 for Projects S, T and V approved by the Board; and

4           **WHEREAS**, AUTHORITY and CITY agree the CITY's cumulative local match credit amount  
5 may also be used by the City to satisfy local match requirements for other State and Federal funded  
6 projects approved by the Board through the Renewed Measure M transit program for projects S, T,  
7 and V; and

8           **WHEREAS**, AUTHORITY and CITY agree CTC approval of AUTHORITY's programming  
9 proposal and funding application for transfer of State Proposition 116 funds is required for  
10 performance of this Agreement; and

11           **WHEREAS**, AUTHORITY and CITY agree this agreement will not preclude the CITY from  
12 their continued participation in the Streets and Roads Program components of the Measure M and  
13 Renewed Measure M funding programs, nor shall the funding commitment in this Agreement be  
14 considered or relied on as an offset or deduction in connection with such continued participation;  
15 and

16           **WHEREAS**, AUTHORITY and CITY desire to herein specify their respective roles and  
17 responsibilities for performance of this Agreement, and

18           **WHEREAS**, AUTHORITY's Board of Directors approved this Agreement on \_\_\_\_\_ ; and

19           **WHEREAS**, the CITY's City Council approved this Agreement on January 13, 2009.

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

22           **ARTICLE 1. COMPLETE AGREEMENT**

23           A. This Agreement, including all exhibits and documents incorporated herein and  
24 made applicable by reference, constitute the complete and exclusive statement of the  
25 term(s) and condition(s) of this Agreement between AUTHORITY and CITY and supersedes  
26 all prior representations, understandings and communications.



1 B. The above-referenced Recitals are true and correct and are incorporated by  
2 reference herein.

3 C. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of  
4 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
5 relinquishment of AUTHORITY's right to such performance or to future performance of such  
6 term(s) or condition(s), and CITY's obligation in respect thereto shall continue in full force  
7 and effect.

8 D. CITY's failure to insist on any instance(s) of AUTHORITY's performance of  
9 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
10 relinquishment of CITY's right to such performance or to future performance of such term(s)  
11 or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force  
12 and effect.

13 E. Changes to any portion of this Agreement shall not be binding upon  
14 AUTHORITY or CITY except when specifically confirmed in writing by an authorized  
15 representative of the Parties by way of a written amendment to this Agreement and issued  
16 in accordance with the provisions of this Agreement.

17 **ARTICLE 2. SCOPE OF AGREEMENT**

18 This Agreement specifies the roles and responsibilities of the Parties as they pertain  
19 to the transfer of State Proposition 116 funding from CITY to AUTHORITY, and to  
20 AUTHORITY's crediting to CITY the amount of such funding against CITY's local match  
21 requirements. Both AUTHORITY and CITY agree that each will cooperate and coordinate  
22 with the other in all activities covered by this Agreement and any other supplemental  
23 agreements that may be required to facilitate the purpose(s) of this agreement.

24 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

25 AUTHORITY agrees to the following additional responsibilities:

26 /

1           A.     Process application for State 116 Proposition funds through the CTC for AUTHORITY  
2 designated projects and whereby AUTHORITY's performance of this Agreement is contingent upon  
3 CTC approval of the application, approval and sale of the State Proposition 116 bonds by the state  
4 Pooled Money Investment Board.

5           B.     Present to AUTHORITY's Board for consideration operations and maintenance costs  
6 as an eligible expense for projects funded under the Renewed Measure M Program.

7           C.     Evaluate and process CITY's revised Go-Local Step 1 final report for rubber-tired  
8 citywide shuttle program consistent with the Go-Local process and to present the revised report for  
9 Board approval within 60 days of receiving the revised report.

10          D.     Process grant amendment for any remaining Congestion Mitigation and Air Quality  
11 (CMAQ) funds provided to CITY for the Irvine Fixed Guideway demonstration project for  
12 AUTHORITY's Board approval to allocate to another eligible CITY project.

13          E.     Comply with all federal, state and local laws and regulations.

14           **ARTICLE 4. RESPONSIBILITIES OF CITY**

15           CITY agrees to the following additional responsibilities:

16          A.     Assist AUTHORITY in obtaining CTC and Pooled Money Investment Board approvals for  
17 State Proposition 116 funds for AUTHORITY designated projects.

18          B.     Complete administrative draft environmental impact report for the fixed guideway project.

19          C.     To take formal action (i.e. City Council approvals) to replace the dual technology fixed  
20 guideway project with a rubber-tired transit program.

21          D.     Submit to AUTHORITY upon CITY's approval, a revised Go-Local Step 1 final report for  
22 the rubber-tired transit program to include, without limitation, projected ridership, capital and operating  
23 cost, and farebox recovery rate.

24          E.     Include AUTHORITY staff in oversight of planning and operation of the rubber-tired transit  
25 program and submit quarterly financial and performance reports to AUTHORITY.

26          F.     Comply with all federal, state and local laws and regulations.

**ARTICLE 5. DELEGATED AUTHORITY**

The actions required to be taken by CITY in the implementation of this Agreement are delegated to its City Manager or his designee and the actions required to be taken by AUTHORITY or his designee in the implementation of this Agreement are delegated to its Chief Executive Officer.

**ARTICLE 6. AUDIT AND INSPECTION**

AUTHORITY and CITY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, each Party shall permit the authorized representatives of the other Party to inspect and audit all work, materials, payroll, books, accounts and other data and records of the Party for a period of four (4) years after final payment, or until any on-going audit is completed. Each Party shall also have the right to reproduce any such books, records and accounts. Contracts with contractors of each Party shall include the above provision with respect to audits as may be applicable or required.

**ARTICLE 7. INDEMNIFICATION**

A. CITY shall indemnify, defend and hold harmless AUTHORITY, 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 alleged to be caused by the negligent acts, omissions or willful misconduct by CITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. AUTHORITY shall indemnify, defend and hold harmless CITY, 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 alleged to be caused by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

/

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

**ARTICLE 8. TERMS OF AGREEMENT**

This Agreement shall continue in full force and effect through the program life of the Renewed Measure M Program unless terminated earlier by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

The AUTHORITY and CITY agree to the following mutual responsibilities:

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

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

To CITY:	To AUTHORITY:
City of Irvine	Orange County Transportation Authority
One Civic Center Plaza	550 South Main Street
P. O. Box 19575	P. O. Box 14184
Irvine, California 92623-9575	Orange, CA 92863-1584
Attention: Public Works Director	Attention: John Mathis, Sr. Contracts Administrator
	(714/560-5478) <i>jmathis@octa.net</i>

C. 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 of 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 and to the extent the overall purpose and intent of this Agreement can be effectuated without the invalidated terms, provision, covenant or condition.

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

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

F. Assignment- Neither this Agreement, nor any of the Parties 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 in its sole and absolute discretion. 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.

G. Commitments to Indebtedness- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

H. Governing Law- The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

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This Agreement shall be effective upon execution by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement No. C-8-1400 to be executed on the date first above written.

**CITY OF IRVINE**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Sukhee Kang  
Mayor

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

**ATTEST:**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Sharie Apodaca  
City Clerk

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

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Phil Kohn  
City Attorney

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

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

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



**January 19, 2009**

**To:** Transportation 2020 Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Agreement Between the Orange County Transportation Authority and the City of Irvine for Transfer of State Proposition 116 Funds

**Overview**

The Orange County Transportation Authority and the City of Irvine desire to transfer lead agency and funding recipient designation from the City of Irvine to the Orange County Transportation Authority for use of state Proposition 116 funds. An agreement is presented for review and approval to implement the transfer.

**Recommendation**

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-8-1400 with the City of Irvine to transfer remaining Proposition 116 funds designation to the Orange County Transportation Authority, in the amount of \$121.3 million, subject to California Transportation Commission approval and bond sales by the Pooled Money Investment Board.

**Background**

California voters approved state Proposition 116 Clean Air and Transportation Improvement Act of 1990. The City of Irvine (City) received an earmark of \$125 million of Proposition 116 funds for the construction of a guideway demonstration project. The City initially provided a portion of the Proposition 116 funds to the Orange County Transportation Authority (OCTA) for development of the CenterLine Project, which was subsequently canceled by the Board of Directors (Board) in October 2005. In November 2006, Orange County voters approved Renewed Measure M (M2), providing revenue for countywide transit programs including transit extensions to Metrolink (Project S), conversion of Metrolink stations to regional gateways that connect Orange County with high-speed rail systems (Project T), and community based transit/circulators (Project V).

The City then began development of its own dual fixed-guideway demonstration project utilizing the remaining Proposition 116 funds. The California Transportation Commission (CTC) Proposition 116 guidelines require that these funds be encumbered by July 1, 2010; otherwise, funds may be redirected to other projects in the state. Consequently, retaining these funds has been a priority for OCTA and the City since the passage of Proposition 116 in 1990.

To further evaluate the fixed-guideway project before M2 funds are available in 2011, the Board approved the use of up to \$5.2 million of Congestion Mitigation and Air Quality funds for the alternatives analysis, preliminary engineering, and environmental work for both guideway and non-guideway alternatives.

Through the environmental analysis and subsequent discussions with OCTA, the City has determined that the guideway concept should be replaced with a more comprehensive rubber-tired transit system that would serve the Irvine Spectrum and Irvine Business Complex. The Proposition 116 funds are not eligible for this type of system and the City is interested in transferring the Proposition 116 lead agency and funding recipient status to OCTA.

### ***Discussion***

OCTA and City staff have cooperatively reached an agreement for next steps regarding use of Proposition 116 funds and prepared a cooperative agreement for Board review (Attachment A). On January 13, 2009, the Irvine City Council will take action to transfer lead agency and funding recipient designation from the City to OCTA for use of the remaining Proposition 116 funds. In return, OCTA will provide funds as credit against the City's local match requirements for projects submitted by the City and approved by the Board under M2 transit Projects S, T, and V. The credit will be equal to the amount of state Proposition 116 funds made available to OCTA.

The City is supportive of an alternate rubber-tired transit program and will submit a revised Go Local Step One final report for the rubber-tired transit program. OCTA will evaluate and process the City's revised Go Local Step One final report for rubber-tired transit program consistent with the Go Local process and present the revised report within 60 days for subsequent recommendation to the Board.

OCTA's program of projects recommended for the remaining Proposition 116 funds will support Orange County commuter and intercity rail improvements along the corridor and is delineated under separate Board action.



***Summary***

The City and OCTA recommend entering into a cooperative agreement to identify roles and responsibilities to transfer Proposition 116 funding from the City to OCTA, subject to the CTC approval and bond sales by the Pooled Money Investment Board. In exchange, OCTA will credit in an equal amount to the City's future local match requirement for approved M2 transit projects.

***Attachment***

- A. Draft Cooperative Agreement No. C-8-1400 Between Orange County Transportation Authority and City of Irvine for Transfer of State Proposition 116 Funds

**Prepared by:**



Abbe McClenahan  
Capital Programs Manager  
(714) 560-5673

**Approved by:**



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

**DRAFT**

**COOPERATIVE AGREEMENT NO. C-8-1400**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF IRVINE**

**FOR**

**TRANSFER OF STATE PROPOSITION 116 FUNDS**

**THIS COOPERATIVE AGREEMENT** is effective 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 the City of Irvine, One Civic Center Drive, Irvine, California, 92623, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY and the CITY desire to enter into a Cooperative Agreement to transfer lead agency and funding recipient designation from CITY to AUTHORITY for use of State Proposition 116 funds and obtain California Transportation Commission (CTC) approval to program funds for AUTHORITY designated projects; and

**WHEREAS**, CITY agrees to take formal action to replace the dual technology fixed guideway project with a rubber-tired transit program and submit a revised Go-Local Step 1 final report; and

**WHEREAS**, AUTHORITY has agreed to credit the Proposition 116 funds made available to AUTHORITY against the CITY's local match requirements for projects submitted by CITY and approved by AUTHORITY's Board of Director's (Board) under the Renewed Measure M transit Projects S, T and V; and

**WHEREAS**, AUTHORITY and CITY agree the CITY's cumulative local match credit reduction will be equal to the amount of State Proposition 116 funds made available to AUTHORITY by the CTC in the amount of \$121.3 million dollars and;

1           **WHEREAS**, AUTHORITY and CITY agree the CITY's cumulative local match credit may be  
2 used by City for capital and/or operations consistent with Renewed Measure M funding guidelines  
3 for Projects S, T and V approved by the Board; and

4           **WHEREAS**, AUTHORITY and CITY agree the CITY's cumulative local match credit amount  
5 may also be used by the City to satisfy local match requirements for other State and Federal funded  
6 projects approved by the Board through the Renewed Measure M transit program for projects S, T,  
7 and V; and

8           **WHEREAS**, AUTHORITY and CITY agree CTC approval of AUTHORITY's programming  
9 proposal and funding application for transfer of State Proposition 116 funds is required for  
10 performance of this Agreement; and

11           **WHEREAS**, AUTHORITY and CITY agree this agreement will not preclude the City from  
12 their continued participation in the Streets and Roads Program components of the Measure M and  
13 Renewed Measure M funding programs, nor shall the funding Commitment in this Agreement be  
14 considered or relied on as an offset or deduction in connection with such continued participation;  
15 and

16           **WHEREAS**, AUTHORITY and CITY desire to herein specify their respective roles and  
17 responsibilities for performance of this Agreement, and

18           **WHEREAS**, AUTHORITY's Board of Directors approved this Agreement on \_\_\_\_\_ ; and

19           **WHEREAS**, the CITY's City Council approved this Agreement on \_\_\_\_\_.

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

22           **ARTICLE 1. COMPLETE AGREEMENT**

23           A. This Agreement, including all exhibits and documents incorporated herein and  
24 made applicable by reference, constitute the complete and exclusive statement of the  
25 term(s) and condition(s) of this Agreement between AUTHORITY and CITY and supersedes  
26 all prior representations, understandings and communications.

1 B. The above-referenced Recitals are true and correct and are incorporated by  
2 reference herein.

3 C. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of  
4 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
5 relinquishment of AUTHORITY's right to such performance or to future performance of such  
6 term(s) or condition(s), and CITY's obligation in respect thereto shall continue in full force  
7 and effect.

8 D. CITY's failure to insist on any instance(s) of AUTHORITY's performance of  
9 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
10 relinquishment of CITY's right to such performance or to future performance of such term(s)  
11 or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force  
12 and effect.

13 E. Changes to any portion of this Agreement shall not be binding upon  
14 AUTHORITY or CITY except when specifically confirmed in writing by an authorized  
15 representative of the Parties by way of a written amendment to this Agreement and issued  
16 in accordance with the provisions of this Agreement.

17 **ARTICLE 2. SCOPE OF AGREEMENT**

18 This Agreement specifies the roles and responsibilities of the Parties as they pertain  
19 to the transfer of State Proposition 116 funding from CITY to AUTHORITY, and to  
20 AUTHORITY's crediting to CITY the amount of such funding against CITY's local match  
21 requirements. Both AUTHORITY and CITY agree that each will cooperate and coordinate  
22 with the other in all activities covered by this Agreement and any other supplemental  
23 agreements that may be required to facilitate the purpose(s) of this agreement.

24 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

25 AUTHORITY agrees to the following additional responsibilities:

26 /

1           A.     Process application for State 116 Proposition funds through the CTC for AUTHORITY  
2 designated projects and whereby AUTHORITY's performance of this Agreement is contingent upon  
3 CTC approval of the application and approval of the State Proposition 116 bond sales by the state  
4 Pooled Money Investment Board.

5           B.     Present to AUTHORITY's Board for consideration operations and maintenance costs  
6 as an eligible expense for projects funded under the Renewed Measure M Program.

7           C.     Evaluate and process CITY's revised Go-Local Step 1 final report for rubber-tired  
8 citywide shuttle program consistent with the Go-Local process and to present the revised report for  
9 Board approval within 60 days of receiving the revised report.

10          D.     Process grant amendment for any remaining Congestion Mitigation and Air Quality  
11 (CMAQ) funds provided to CITY for the Irvine Fixed Guideway demonstration project for  
12 AUTHORITY's Board approval to allocate to another eligible CITY project.

13          E.     Comply with all federal, state and local laws and regulations.

14           **ARTICLE 4. RESPONSIBILITIES OF CITY**

15           CITY agrees to the following additional responsibilities:

16          A.     Assist AUTHORITY in obtaining CTC and Pooled Money Investment Board approvals for  
17 State Proposition 116 funds for AUTHORITY designated projects.

18          B.     Complete administrative draft environmental impact report for the fixed guideway project.

19          C.     To take formal action (i.e. City Council approvals) to replace the dual technology fixed  
20 guideway project with a rubber-tired transit program.

21          D.     Submit to AUTHORITY upon CITY's approval, a revised Go-Local Step 1 final report for  
22 the rubber-tired transit program to include, without limitation, projected ridership, capital and operating  
23 cost, and farebox recovery rate.

24          E.     Include AUTHORITY staff in oversight of planning and operation of the rubber-tired transit  
25 program and submit quarterly financial and performance reports to AUTHORITY.

26          F.     Comply with all federal, state and local laws and regulations.

1                   **ARTICLE 5. DELEGATED AUTHORITY**

2                   The actions required to be taken by CITY in the implementation of this Agreement are  
3 delegated to its City Manager or his designee and the actions required to be taken by AUTHORITY  
4 or his designee in the implementation of this Agreement are delegated to its Chief Executive Officer.

5                   **ARTICLE 6. AUDIT AND INSPECTION**

6                   AUTHORITY and CITY shall maintain a complete set of records in accordance with generally  
7 accepted accounting principles. Upon reasonable notice, each Party shall permit the authorized  
8 representatives of the other Party to inspect and audit all work, materials, payroll, books, accounts  
9 and other data and records of the Party for a period of four (4) years after final payment, or until any  
10 on-going audit is completed. Each Party shall also have the right to reproduce any such books,  
11 records and accounts. Contracts with contractors of each Party shall include the above provision  
12 with respect to audits as may be applicable or required.

13                   **ARTICLE 7. INDEMNIFICATION**

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

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

26                   /

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

**ARTICLE 8. TERMS OF AGREEMENT**

This Agreement shall continue in full force and effect through the program life of the Renewed Measure M Program unless terminated earlier by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

The AUTHORITY and CITY agree to the following mutual responsibilities:

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

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

To CITY:

City of Irvine  
One Civic Center Plaza  
P. O. Box 19575  
Irvine, California 92623-9575  
Attention: Public Works Director

To AUTHORITY:

Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
Attention: John Mathis, Sr. Contracts Administrator  
*(714/560-5478) jmathis@octa.net*

C. 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 of 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 and to the extent the overall purpose and intent of this Agreement can be effectuated without the invalidated terms, provision, covenant or condition.

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

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

12           F.    Assignment- Neither this Agreement, nor any of the Parties rights, obligations, duties, or  
13 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
14 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed  
15 void and of no force and effect. Consent to one assignment shall not be deemed consent to any  
16 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

17           G.    Commitments to Indebtedness- Nothing herein shall be deemed nor construed to  
18 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the  
19 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

20           H.    Governing Law- The laws of the State of California and applicable local and federal  
21 laws, regulations and guidelines shall govern this Agreement.

22 /  
23 /  
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This Agreement shall be effective upon execution by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement No. C-8-1400 to be executed on the date first above written.

**CITY OF IRVINE**

**ORANGE COUNTY TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Sukhee Kang  
Mayor

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

**ATTEST:**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Sharie Apodaca  
City Clerk

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

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Phil Kohn  
City Attorney

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

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

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

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*January 26, 2009*

**To:** Members of the Board of Directors  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Economic Recovery Actions and Guiding Principles for Implementation

**Overview**

As the federal government considers adopting a plan to stimulate the economy through infrastructure investments, a set of principles are proposed to guide discussions and implementation.

**Recommendation**

Adopt the Guiding Principles for Project Eligibility and Distribution of Transportation Funding within an Economic Recovery Package.

**Background**

Since September of 2008, the United State House of Representative and Senate each have proposed different legislation to aid economic recovery through investment in infrastructure.

Recent discussions have included recovery packages as large as \$500 billion to \$850 billion or more across various economic sectors. A proposal outline from the House Transportation and Infrastructure Committee Chairman, James Oberstar (D-MN), included \$52.5 billion investment for highways, transit, rail, and aviation infrastructure spending in the near-term.

While the final dollar amount and delivery method of any economic recovery package ultimately agreed to by Congressional and Senate leadership is yet unknown, states and regions across the country have prepared multi-billion dollar lists of infrastructure projects that can be ready to go quickly and stimulate the economy through the creation of jobs.

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**Discussion**

Anticipating an opportunity to fund shovel-ready projects, staff has taken a number of actions to prepare projects for quick implementation. With respect to highway projects, the Orange County Transportation Authority (OCTA) has directed its freeway design consultants to modify design submittals to the California Department of Transportation (Caltrans) to include all required design documents at an earlier stage. This will allow OCTA to eliminate a review cycle by Caltrans to have plans ready for bidding several months earlier. In addition, OCTA has been working with the California Transportation Commission (CTC) to grant allocation of funds in tandem with completion of the plans. The Caltrans review cycle changes and earlier allocation will save six months in the project schedule. Both Caltrans and the CTC have conceptually agreed to the above changes. In addition to the possibility of federal funding, these actions will allow OCTA to take advantage of the favorable contracting opportunities that are foreseen in the near-term.

With respect to bus transit project delivery, staff has reviewed its internal process to reduce time in project delivery schedules and is proceeding on the following items:

- Staff is preparing bid documents (invitation for bids) for several transit related projects using plans that were developed earlier in the year. The projects involve improvements at the OCTA bus bases, including vehicle lifts, fall protection systems, etc. This action will allow OCTA to be ready to issue construction contracts soon after congress enacts a bill.
- Staff intends to use a sole-source contract to perform elevator upgrades at OCTA bases. The above actions will enable the OCTA Board of Directors (Board) to award the construction contract based on outcome of the federal legislation.
- Staff will request Board approval to amend the budget for existing transit capital project engineering contracts. The additional budget will fund development of environmental clearance and design-build documents for parking structures at several transit facilities, including the Golden West Transit Center and the Irvine Bus Base.

These transit capital projects are needed improvements but were deferred earlier in the year due to the economic crisis and reduction in transit funding. Another group of actions to enable projects for economic recovery funding has focused on rail projects within existing operating rights-of-way. The specific actions include:

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- Using an existing commuter rail project management service contract to prepare to begin work on environmental clearance and preliminary design of two-mile double track work in the Laguna Niguel area south of the train station.
  - Requesting Metrolink to begin design of railroad tie replacement and additional trackage along the Orange County line.

The above rail projects will provide operational flexibility and reliability as well as reduce long-term maintenance costs. When design is complete and funding is defined, the OCTA Board will be asked to approve an amendment to the Metrolink Service Expansion Program construction contract as the means to implement the projects.

A draft list of OCTA sponsored economic recovery projects is included as Attachment A. This list was developed assuming relief from certain federal requirements, in particular the use of state environmental studies in lieu of federal environmental studies. However, the language in the proposed federal stimulus does not provide any relief from federal requirements. Staff will continue to monitor and advocate for relief. In addition, OCTA has worked with Orange County cities and the County of Orange to compile a list of ready-to-go projects. A summary list is included as Attachment B and the full list is provided as Attachment C.

OCTA staff have been discussing the issue of federal requirements and tight turn-around deadlines with the OCTA Technical Advisory Committee at the December and January meetings. Given the fluid nature of the federal stimulus legislation, OCTA staff have requested local agencies to prioritize shelf-ready projects. Guidance provided to local agencies in this regard is included as Attachment D. The goal is to use the information provided by the agencies to develop an overall list for Orange County based on Board guidance and federal stimulus requirements.

Regardless of the size of the package, several common threads have emerged that are likely to be found in any final economic recovery package. This includes "use it or lose it" provisions requiring agencies to obligate at least 50 percent of the funds in 90 to 180 days and the remaining funds within one year. Additionally, members of the incoming Administration, as well as leadership in the House and Senate, have indicated reluctance to "earmark" the bill with specific project lists. Rather, the House and Senate seem to be inclined to distribute the funding by formula to the states, with some spending criteria attached.

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The distribution of highway funds in California will be influenced by how Congress sends the funds to the states. Previous economic recovery legislation (introduced but not enacted) designated the funds as Surface Transportation Program (STP) funds to provide for a formulaic distribution to states and identified the types of projects that would be eligible for funding. Under existing federal law, 23 USC §133(d)(3), STP funds are required to be further allocated within each state, providing for 62.5 percent of the funds to be distributed to metropolitan areas and 37.5 percent of these funds to be obligated by the state. The previous economic recovery legislation, however, specifically excluded the requirement for the sub-allocation.

Under existing state law, federal highway funds that are not directed by federal law for specific purposes are deposited in California's State Highway Account (SHA). Funds in this account are first used to fulfill the needs of the State Highway Operations and Protection Program (SHOPP). Any remaining funds are distributed through the State Transportation Improvement Program (STIP) with 75 percent of the funds allocated to regional agencies and 25 percent of the funds allocated to the state. Because the needs of the SHOPP are so great, all federal funds allocated to the state that have been deposited in the SHA have been used to fund SHOPP projects and not distributed through the STIP.

Caltrans has formed a multi-level working group comprised of representatives from Caltrans, the CTC, the California League of Cities (League), the California State Association of Counties (CSAC), the California Association of Councils of Government, the California Transit Association, regional transportation agencies, business groups, and environmental interests. One of the main purposes of this group is to discuss how to distribute funding that would come to California. OCTA has been an active participant in these discussions. The various interests groups have recommended a variety of methods to distribute the funds.

The League and CSAC have strongly advocated that the funds be equally distributed among the primary transportation infrastructure providers with one-third direct to cities and counties, one-third to regional transportation planning agencies, and one-third to the state. Recently, the League and CSAC have recognized the concern that local jurisdictions may not be able to fully obligate the funds under the existing federal requirements and have alternatively suggested that all or at least a portion of funds for cities and counties be "swapped" with the state for more Proposition 1B funds at a later date. It is unclear if this would be possible under Proposition 1B.

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Regional transportation planning agencies (RTPAs) have advocated for direct sub-allocations through the existing STP program as outlined in federal law. This would provide for 62.5 percent of the funds to flow directly to these agencies. Should the federal economic recovery package exclude the requirement for sub-allocation, RTPAs have advocated for state legislation that two-thirds of the funds should be distributed to regional agencies and one-third to the state. This is how flexible federal funds are distributed today and use of this process ensures a more timely implementation and better consideration of local needs. One of the main reasons RTPAs do not want the funds distributed directly to cities and counties is the concern that the local jurisdictions do not have projects appropriately federalized, which would include being programmed in the Federal Transportation Improvement Program and having obtained all necessary National Environmental Policy Act clearances. However, regional agencies could further allocate funds to cities and counties based on need and project readiness while attempting to provide equity to the local jurisdictions. This would allow regions to obligate the funds in a timely manner to avoid losing these funds to the state or to the federal government for redistribution to other states.

Due to the dire financial situation at the state, unavailability of bond proceeds, and the impending possibility of having to shut down existing transportation construction projects at an ultimate cost of about \$400 million, Caltrans and the CTC have advocated for the economic recovery funds to be used to continue the existing 39 Proposition 1B construction projects being managed by Caltrans. These contracts total about \$1.5 billion. Furthermore, Caltrans has approximately \$400 million of SHOPP projects ready to advertise for bids that have been impacted by the state's budget issues.

If the federal legislation provides for sub-allocation to the metropolitan areas, existing state law includes a mechanism for these funds to be distributed to the RTPAs and OCTA would receive about 8.4 percent of the funds distributed to metropolitan areas. If, however, the federal funds are sent directly to the state, urgency legislation would be required to provide for allocation to the regions or to implement Caltrans' desire for the funds to be used for existing Proposition 1B projects currently under construction. Under this scenario it is unclear how much of the funds, if any, would come to Orange County.

OCTA has been an active participant at the federal level with members of leadership and the transition team on the components of the federal plan. On January 15, 2009, House Appropriations Chair, David Obey (D-Wisconsin), released an executive summary to the spending portion of the House Democrats' recovery legislation, which his panel hopes to mark up in the

following week. The summary provides the following appropriations for transportation:

- Highway and bridge construction projects: \$30 billion
- New construction capital grants for commuter and light rail: \$1 billion
- Upgrades and repair for existing transit systems: \$2 billion
- Transit capital assistance for buses and equipment: \$6 billion
- Amtrak and intercity rail: \$1.1 billion

Specific language introduced in the “American Recovery and Reinvestment Bill of 2009” indicates that highway funds will be distributed 55 percent to the state and “45 percent for the purposes described in section 133(d) of title 23, United States Code.” A \$30 billion highway program distributed through the STP would generate approximately \$2.8 billion for California. Based on how the language in the bill is interpreted, OCTA would be eligible for \$59.6 million to \$105.9 million. If all of the highway funds were further allocated in accordance with 23 USC §133(d)(3), OCTA would be eligible for approximately \$147 million. With respect to transit capital assistance for buses and equipment, these funds will be distributed using existing formulas and OCTA should receive approximately \$65.3 million. Additionally, the Southern California Regional Rail Authority can receive \$50 million from the \$2 billion available for upgrades and repair for existing rail transit systems. Historically, these funds have been used to modernize the Metrolink infrastructure.

Recently, the House Transportation and Infrastructure Committee released its definition of “shovel-ready” deadlines for the use of economic recovery funds. These deadlines include a 90-day use it or lose it requirement for half of the funds. If the funds are not obligated within the 90-day period, the funds will be redistributed to other states.

“Shovel-ready” has been defined as follows:

- The project meets the normal eligibility requirements under existing federal highway, transit, or other grant programs
- The project has completed all necessary design work and right-of-way acquisition
- The project has completed all environmental reviews, including the issuance of the Environmental Impact Statement Record of Decision, if applicable
- The project must be in the appropriate State or Metropolitan Transportation Improvement Program



- The project is ready to be put out to bid, and contracts can be awarded and work underway within 90 days of enactment

In order to better influence these negotiations and discussions, it is recommended that OCTA adopt a set of guiding principles for the implementation of any economic recovery plan. The draft principles included in Attachment E demonstrate areas of focus, concern, and priority to ensure that Orange County receives a fair share of the federal funds through this process.

### ***Summary***

As the federal government considers the development of an economic recovery package, guiding principles are recommended for adoption to direct future discussions and negotiations. The following is brief outline of the stimulus program based on most recent information:

- Overall stimulus funds for transportation is approximately \$40 billion
- Funding to be distributed by formula to the states, with some spending criteria attached
- Orange County can receive funding for capital projects in the range of \$59.6 million to \$147 million (the variance in funding estimate is due to how the federal stimulus funds are categorized within the state)
- Another \$65.3 million is estimated to be available for Orange County transit capital projects and transit operations
- Funds will have use it or lose provisions
- Half of the funding is to be obligated in 90 to 120 days and the remaining funds put to work within one year
- A maintenance of effort will be required if federal government permits use of the funds to advance committed projects
- Projects must fulfill all required federal requirements, including scope, environmental analysis, permits, contracting, etc.

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***Attachments***

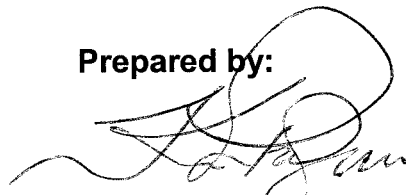
- A. Orange County Economic Stimulus Project Inventory
- B. Summary of Federal Economic Stimulus Construction Project Nominations
- C. Federal Economic Stimulus Construction Project Nominations
- D. Federal Economic Stimulus Strategy for Local Agencies' Projects
- E. Orange County Transportation Authority, Guiding Principles for Project Eligibility and Distribution of Transportation Funding Within the Economic Recovery Package, January 26, 2009

**Prepared by:**



P. Sue Zuhke  
Chief of Staff  
(714) 560-5574

**Prepared by:**



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

## Orange County Economic Stimulus Project Inventory

Project Description	Stimulus Request (\$ x 1,000)	Minimum Number of Days to Project Contract Award*	Potential # of Jobs
SR-91 Eastbound New Lane from SR-241 to SR-71	\$ 105,000	90 Days	2,919
Traffic Light Synchronization Program	\$ 8,000	90 Days	222
Metrolink Positive Train Control	\$ 4,000	90 Days	111
Garden Grove - TMC Upgrade - Improve Traffic Mgmt.	\$ 1,859	90 Days	52
<b>Subtotal - 90 Days to Contract</b>	<b>\$ 118,859</b>		<b>3,304</b>
Bus Radio System Replacement	\$ 20,000	120 Days	556
Maintenance of Way Infrastructure	\$ 7,000	120 Days	195
SR-22 Soundwalls (various)	\$ 5,000	120 Days	139
I-5, El Camino Real Soundwall	\$ 4,420	120 Days	123
I-5, Vaquero Soundwall	\$ 3,200	120 Days	89
Vehicle Lifts Bus Base Capital Improvements	\$ 850	120 Days	24
Fall Protection Bus Base Capital Improvements	\$ 500	120 Days	14
Elevator Upgrades - Bus Base Capital Improvements	\$ 325	120 Days	9
Joint Sealant - Irvine base	\$ 250	120 Days	7
<b>Subtotal - 120 Days to Contract</b>	<b>\$ 41,545</b>		<b>1,155</b>
Metrolink Rail Tie Replacement	\$ 72,600	180 Days	2,018
Laguna Niguel - San Juan Capistrano Track Improvements	\$ 48,000	180 Days	1,334
Metrolink Track Turnout Replacement	\$ 6,025	180 Days	167
Metrolink Track MOW Disabled Car Set Out	\$ 3,425	180 Days	95
Metrolink Bridge Replacement	\$ 2,250	180 Days	63
Garden Grove Bus Base Annex Earthquake Retrofit	\$ 2,000	180 Days	56
<b>Subtotal - 180 Days to Contract</b>	<b>\$ 134,300</b>		<b>3,734</b>
SR-22/I605 carpool Connector	\$ 152,300	365 Days	4,234
SR-22/I-405 carpool Connector	\$ 107,700	365 Days	2,994
SR-57 Widening - Orangethorpe to Yorba Linda	\$ 80,000	365 Days	2,224
SR-57 Widening -Yorba Linda to Lambert	\$ 79,000	365 Days	2,196
SR-57 Widening - Katella to Lincoln	\$ 79,000	365 Days	2,196
Placentia Avenue - Rail/Road Improvements	\$ 57,000	365 Days	1,585
Bus Rapid Transit Capital Improvements	\$ 45,000	365 Days	1,251
Fullerton Depot Parking Structure	\$ 41,000	365 Days	1,140
ARTIC	\$ 30,000	365 Days	834
Placentia Commuter Rail Station	\$ 23,000	365 Days	639
Tustin Commuter Rail Station Parking Structure	\$ 18,000	365 Days	500
North Orange County Transit Center Development	\$ 10,000	365 Days	278
Farebox Upgrade	\$ 8,000	365 Days	222
Goldenwest Transportation Center Parking Structure	\$ 7,000	365 Days	195
Irvine Bus Base Parking	\$ 6,000	365 Days	167
Solar Panels at Goldenwest Center & Fullerton Park & Ride	\$ 4,000	365 Days	111
San Clemente Pedestrian Crossings	\$ 2,000	365 Days	56
<b>Subtotal - 365 Days to Contract</b>	<b>\$ 749,000</b>		<b>20,822</b>
<b>Local Agency Projects</b>	<b>\$ 1,197,800</b>		<b>33,299</b>
<b>Total</b>	<b>\$ 2,241,504</b>		<b>62,314</b>

\* Project delivery dates assume relief from federal requirements.

## Summary of Federal Economic Stimulus Construction Project Nominations

Agency	Number of Projects	Total Construction Value
Aliso Viejo	4	\$ 2,900,000
Anaheim	11	\$ 139,000,000
Brea	1	\$ 502,000
Buena Park	7	\$ 22,000,000
Costa Mesa	30	\$ 38,810,000
Cypress	5	\$ 6,670,000
Dana Point	4	\$ 28,000,000
Fountain Valley	4	\$ 3,700,000
Fullerton	7	\$ 25,500,000
Garden Grove	5	\$ 29,000,000
Huntington Beach	5	\$ 19,700,000
Irvine	5	\$ 38,000,000
Laguna Beach	7	\$ 12,250,000
Laguna Hills	4	\$ 6,000,000
Laguna Niguel	10	\$ 33,475,000
Laguna Woods	5	\$ 5,327,000
La Habra	7	\$ 9,735,000
Lake Forest	15	\$ 10,645,636
La Palma	3	\$ 3,650,000
Los Alamitos	6	\$ 4,750,000
Mission Viejo	10	\$ 21,850,000
Newport Beach	3	\$ 8,900,000
Orange	26	\$ 93,874,000
Placentia	4	\$ 16,950,000
Rancho Santa Margarita	11	\$ 8,890,000
San Clemente	43	\$ 35,690,000
San Juan Capistrano	6	\$ 11,680,000
Santa Ana	67	\$ 286,822,704
Seal Beach	8	\$ 21,350,000
Stanton	8	\$ 18,200,000
Tustin	8	\$ 83,200,000
Villa Park	8	\$ 3,144,545
Westminster	19	\$ 55,377,708
Yorba Linda	6	\$ 10,000,000
County Unincorporated	14	\$ 82,256,367
Totals	386	\$ 1,197,799,960

**Federal Economic Stimulus  
Construction Project Nominations**

Agency	Project Number	Project Description	Construction Value (\$)	Earliest Award of Construction	Environmentally Cleared?	Cleared When?	Clearance Type (EIR, EA, etc.)	Property required?	Willing seller?	Property acquired?	Current Project Status
Aliso Viejo	1	Asphalt Overlay-La Paz Rd	\$ 600,000	Aug-09		Feb-09	Categorical Exemption	No	Yes	Yes	95% design
Aliso Viejo	2	Asphalt Overlay-Aliso Creek Rd	\$ 750,000	Apr-09		Feb-09	Categorical Exemption	No	Yes	Yes	95% design
Aliso Viejo	3	Asphalt Overlay-pacific Park Dr	\$ 800,000	Ju-09		Feb-09	Categorical Exemption	No	Yes	Yes	95% design
Aliso Viejo	4	Median Const.-Aliso Viejo Pwky	\$ 750,000	Aug-08		Apr-08	Categorical Exemption	No		Yes	95% design
Anaheim	1	Gene Autry Way (West)/1-5 HOV Interchange Project	\$ 32,000,000	Mid 2009	CEQA	Aug-03	EIR, EA	Yes	Yes	Yes	65% design
Anaheim	2	Katella Smart Street Project from Humor to Jean	\$ 15,000,000	Spring 2009	CEQA	Jun-05	EIR	Yes	Yes	Yes	95% design
Anaheim	3	Arterial Pavement Reconstruction Projects	\$ 25,000,000	Early 2009 to late 2009	Under way	Mar-09	Exemption	No	NA	NA	35% design
Anaheim	4	Local Street Reconstruction Projects	\$ 20,000,000	Early 2009 to late 2009	Under way	Feb-09	Exemption	No	NA	NA	35% design
Anaheim	5	Citywide Sidewalk Construction & Reconstruction	\$ 20,000,000	Early 2009 to late 2009	Under way	Feb-09	Exemption	No	NA	NA	35% design
Anaheim	6	Corridor Beautification Projects	\$ 12,000,000	Early 2009 to late 2009	Under way	Feb-09	Exemption	No	NA	NA	65% design
Anaheim	7	Kraemer Blvd/La Palma Intersection Improvements	\$ 2,000,000	Spring 2009	CEQA	Sep-06	Exemption	Yes	NA	Yes	95% design
Anaheim	8	East Street/SR-91 Interchange	\$ 1,000,000	Spring 2009	CEQA	Jun-03	Exemption	No	NA	NA	95% design
Anaheim	9	Edison/Carbon Creek Bicycle Trail	\$ 2,000,000	Mid 2009	Under way	Spring 2009	Exemption	No	NA	Yes	35% design
Anaheim	10	Thornton/Brady Storm Drain Improvement	\$ 3,000,000	Spring 2009	CEQA	Nov-08	Exemption	No	NA	NA	100% design
Anaheim	11	Traffic Signal Safety, Construction, Reconstruction & ITS	\$ 7,000,000	Mid 2009 to late 2009	Under way	Feb-09	Exemption	No	NA	NA	35% design
Brea	1	Associated Road Rehabilitation Phase 2 Project 7259	\$ 502,000	Jun-09	Under way	N/A	Categorical Exemption	No	NA	NA	Environmental underway
Buena Park	1	Knott Avenue Rehabilitation	\$ 3,000,000	Jun-09	None	Jan-09	Categorical Exemption	No	NA	NA	Environmental underway
Buena Park	2	Western Avenue Rehabilitation	\$ 3,000,000	Jun-09	None	Jan-09	Categorical Exemption	No	NA	NA	Environmental underway
Buena Park	3	Firestone Avenue Rehabilitation	\$ 3,000,000	Jun-09	None	Jan-09	Categorical Exemption	Yes	Yes	No	95% design
Buena Park	4	Orangethorpe Avenue Rehabilitation	\$ 3,000,000	Jun-09	None	Jan-09	Categorical Exemption	Yes	Yes	No	65% design
Buena Park	5	Artesia Boulevard Rehabilitation	\$ 3,000,000	Jun-09	None	Jun-07	Categorical Exemption	Yes	Yes	Yes	95% design
Buena Park	6	Residential Street Improvements at Various Locations	\$ 5,000,000	Jun-09	None	Jan-09	Categorical Exemption	No	NA	NA	35% design
Buena Park	7	Dale Street Rehabilitation	\$ 2,000,000	Jun-09	None	Aug-07	Categorical Exemption	No	NA	NA	65% design
Cypress	2	Intersection Improvement @ Cerritos Avenue and Walker Street	\$ 370,000	Apr-09	CEQA	Jan-09	Categorical Exemption	No	NA	NA	10% design
Cypress	3	Installation of traffic Signal at Ball Road and Grindlay Street	\$ 300,000	Apr-09	CEQA	Jan-09	Categorical Exemption	No	NA	NA	10% design
Cypress	4	Moody Street Beautification	\$ 1,500,000	Jun-09	CEQA+NEPA	Mar-09	Categorical Exclusion	No	NA	NA	35% design
Cypress	5	Street Rehabilitation	\$ 2,500,000	Feb-09	CEQA	Jan-09	Categorical Exemption	No	NA	NA	95% design
Cypress	6	Signal & Transportation Improvements	\$ 2,000,000	Jun-09	CEQA	Mar-09	Categorical Exemption	No	NA	NA	10% design
Costa Mesa	1	Traffic Signal System Upgrade (Citywide)	\$ 2,600,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	2	Costa Mesa ITS Improvements (Citywide)	\$ 850,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	3	17th/Tustin Intersection	\$ 720,000	Jun-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	4	Harbor/Wilson Intersection	\$ 200,000	Jun-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	5	Baker/Bear Intersection	\$ 250,000	Jun-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	6	Harbor Boulevard Widening to Sunflower Avenue	\$ 600,000	Mar-09	CEQA	Feb-05	N/A	No	NA	NA	100% design
Costa Mesa	7	Red Hill Avenue reconstruction	\$ 4,500,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design

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Costa Mesa	8	Mac Arthur Blvd. reconstruction	\$ 750,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	9	Wilson Street reconstruction	\$ 800,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	10	Bear Street reconstruction	\$ 1,200,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	11	Paularino Avenue reconstruction	\$ 1,100,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	12	Orange Avenue reconstruction	\$ 750,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	13	Santa Ana Avenue reconstruction	\$ 1,350,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	14	Orange Avenue reconstruction	\$ 700,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	15	West 18th Street reconstruction	\$ 480,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	16	Tustin Avenue reconstruction	\$ 1,350,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	17	Pomona Avenue reconstruction	\$ 2,000,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	18	Bristol Street reconstruction	\$ 2,500,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	19	South Coast Drive reconstruction	\$ 2,800,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	20	South Coast Drive reconstruction	\$ 900,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	21	Bristol Street rehab	\$ 1,400,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	22	Victoria Avenue rehab	\$ 2,000,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	23	Adams Avenue rehab	\$ 1,660,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	24	Wilson Street rehab	\$ 250,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	25	Vanguard Way reconstruction	\$ 2,500,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	26	Mendoza Drive reconstruction	\$ 2,500,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	27	Newport Blvd Frontage Rd. rehab	\$ 240,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	28	Newport Blvd Frontage Rd. rehab	\$ 260,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	29	Joann Street Bike Trail rehab and landscaping	\$ 800,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Costa Mesa	30	Joann Street Bike Trail rehab and landscaping	\$ 800,000	Mar-09	None	N/A	N/A	No	NA	NA	100% design
Dana Point	1	Residential Roadway Resurfacing-citywide	\$ 5,500,000	Mar-09	None	N/A	N/A	No	NA	NA	95% design
Dana Point	2	Town Center Streetscape and Pacific Coast Highway Entry Improvements	\$ 3,000,000	Jul-09	CEQA+NEPA	Oct-06	MND	No	NA	NA	35% design
Dana Point	2	Town Center Streetscape - Violet Lantern/Ruby Lantern Improvements;	\$ 1,500,000	Jul-09	CEQA+NEPA	Oct-06	MND	No	NA	NA	35% design
Dana Point	2	Town Center Streetscape - Del Prado from Blue Lantern to Golden Lantern	\$ 18,000,000	Dec-09	CEQA+NEPA	Oct-06	MND	No	NA	NA	35% design
Fountain Valley	1	Residential rehabilitation	\$ 2,000,000	May-09	None	CEQA process minimal	N/A	No	NA	NA	Other
Fountain Valley	2	Slater: Euclid to SAR Roadway Rehab	\$ 700,000	Apr-09	None	CEQA process minimal	N/A	No	NA	NA	95% design
Fountain Valley	3	Warner: Magnolia to Bushard Roadway Rehab	\$ 500,000	Apr-09	None	CEQA process minimal	N/A	No	NA	NA	95% design
Fountain Valley	4	Bushard: Ellis to Taibert Roadway Rehab	\$ 500,000	Apr-09	None	CEQA process minimal	N/A	No	NA	NA	95% design
Fullerton	1	Harbor Blvd reconstr. & repair from Chapman to Berkeley	\$ 1,200,000	Apr-09	Under way	Mar-09	Categorical Exemption	No	NA	NA	100% design
Fullerton	2	Commonwealth Ave. repair, reconstruction & beautification	\$ 3,000,000	Jun-09	Under way	Jun-09	Categorical Exemption	No	NA	NA	95% design
Fullerton	3	Bastanchury Road Improvements - Harbor Blvd to Fairway Isle	\$ 3,500,000	Sep-09	Under way	On Hold pending funding allocation	NEPA/Mitigated Negative	Yes	Yes	No	95% design
Fullerton	4	Harbor Blvd slope repairs	\$ 2,700,000	Aug-09	Under way	Sep-09	Categorical Exemption	Yes	Yes	No	35% design
Fullerton	5	Harbor Beautification - Chapman to Valley View	\$ 2,200,000	Oct-09	Under way	Oct-09	Categorical Exemption	No	NA		10% design

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Fullerton	6	Chapman Beautification - Harbor to Woods	\$ 3,100,000	Dec-09	Under way	Dec-09	Categorical Exemption	No	NA	NA	10% design
Fullerton	7	Lions Field Renovation and Expansion	\$ 9,800,000	Aug-09	Under way	Aug-09	Mitigated Negative Declaration	No	NA	NA	35% design
City of Garden Grove	1	Harbor Boulevard & Garden Grove Intersection Improvements	\$ 5,500,000	Jun-09	CEQA	May-01	Neg Dec	Yes	Yes	Yes	100% design
City of Garden Grove	2	Harbor Boulevard Arch Structure	\$ 11,000,000	Jun-09	CEQA	May-01	Neg Dec	Yes	Yes	Yes	100% design
City of Garden Grove	3	Slurry Seal Program	\$ 4,200,000	Jun-09	None	n/a	n/a	No	NA	NA	Other
City of Garden Grove	4	Overlay Program	\$ 5,500,000	Jun-09	None	n/a	n/a	No	NA	NA	Other
City of Garden Grove	5	Cross Gutter Replacement Program	\$ 2,800,000	Jun-09	None	n/a	n/a	No	NA	NA	Other
Huntington Beach	1	Arterial Rehabilitation Project (5 Streets)	\$ 5,000,000	Jun-09	Under way	N/A	CE Anticipated	No	NA	Yes	35% design
Huntington Beach	2	Arterial Rehabilitation Project (4 Streets)	\$ 4,000,000	Jun-09	Under way	N/A	CE Anticipated	No	NA	Yes	10% design
Huntington Beach	3	Arterial Block Wall Replacement @ Various Locations	\$ 6,500,000	Jun-09	Under way	N/A	CE Anticipated	No	NA	Yes	10% design
Huntington Beach	4	Bridge Preventative Maintenance (5 Bridges)	\$ 1,200,000	Jun-09	Under way	N/A	CE Anticipated	No	NA	Yes	10% design
Huntington Beach	5	Bridge Rehabilitation (3 Bridges)	\$ 3,000,000	Sep-09	Under way	N/A	MND Anticipated	No	NA	Yes	10% design
Irvine	1	Laguna Canyon/I-405 Widening	\$ 9,000,000	Feb-09	CEQA	Dec-05	Mitigated Neg. Dec	Yes	NA	No	100% design
Irvine / Santa Ana	2	Red Hill Rehabilitation	\$ 4,000,000	Feb-09	CEQA	Jan-09	Categorical Exemption	No	NA	NA	95% design
Irvine	3	Convert I-Shuttle Buses to natural gas or hydrogen	\$ 2,000,000	Jun-09	None	NA	NA	No	NA	NA	Other
Irvine / Irvine Company	4	133 Widening between I-405 to Lake Forest	\$ 8,000,000	Apr-09	CEQA	Yes/NA	EIR	No	NA	No	100% design
Irvine / Irvine Company	5	Lake Forest Extension between SR 133 & Bake PKWY	\$ 15,000,000	Apr-09	CEQA	Yes,NA	EIR	No	NA	No	95% design
Laguna Beach	1	Replace 200 LF of 72" diameter metal culvert under Oriole Drive	\$3,000,000	Mar-08	CEQA+NEPA		Categorical Exemption	No	NA	NA	Other
Laguna Beach	2	North Laguna Alley Resurfacing	\$1,500,000	Mar-08	CEQA+NEPA		Categorical Exemption	No	NA	NA	95% design
Laguna Beach	3	High Drive area & Top of The World area slurry seal	\$1,000,000	Mar-08	CEQA+NEPA		Categorical Exemption	No	NA	NA	95% design
Laguna Beach	4	City parking lot resurfacing	\$500,000	Mar-08	CEQA+NEPA		Categorical Exemption	No	NA	NA	95% design
Laguna Beach	5	Construct traffic round-about El Camino Del Mar	\$250,000	Jun-08	None		Negative Declaration	No	NA	NA	10% design
Laguna Beach	6	Replace failing ret walls at Third St., St. Anne's Dr., Ocean Frt.	\$4,000,000	Jun-08	CEQA+NEPA		Categorical Exemption	No	NA	NA	Other
Laguna Beach	7	Citywide new sidewalk installation	\$2,000,000	Jun-08	None		Negative Declaration	No	NA	NA	10% design
Laguna Hills		Laguna Hills Drive Pavement Rehabilitation	\$ 1,000,000	Jun-09	Under way	Feb-09	Categorical Exemption	No		NA	100% design
Laguna Hills		Ridge Route Drive Pavement Rehabilitation	\$ 1,000,000	Jun-09	Under way	Feb-09	Categorical Exemption	No		NA	95% design
Laguna Hills		Avenida de la Carlota widening	\$ 2,500,000	Dec-09	Under way	Nov-09	EIR/EA	Yes	No	No	environmental under
Laguna Hills		Various - arterial highway access ramp replacements	\$ 1,500,000	Mar-09	Under way	Feb-09	Categorical Exemption	No		NA	100% design
Laguna Niguel	1	Citywide Sub Drain Installation Phase I	\$ 1,500,000	Feb-09	None	NA	NA	No	NA	NA	65% design
Laguna Niguel	2	Citywide Pavement Rehabilitation Phase I	\$ 3,000,000	Feb-09	None	NA	NA	No	NA	NA	65% design
Laguna Niguel	3	Avery Parkway Widening	\$ 1,000,000	Mar-09	CEQA	Feb-02	Categorical Exemption	No	NA	NA	100% design
Laguna Niguel	4	Citywide Sub Drain Installation Phase II	\$ 2,500,000	Apr-09	None	NA	NA	No	NA	NA	35% design
Laguna Niguel	5	Citywide Pavement Rehabilitation Phase II	\$ 5,000,000	Jun-09	None	NA	NA	No	NA	NA	35% design
Laguna Niguel	6	Citywide Sub Drain Installation Phase III	\$ 3,000,000	Jun-09	None	NA	NA	No	NA	NA	35% design
Laguna Niguel	7	Citywide Pavement Rehabilitation Phase III	\$ 5,000,000	Oct-09	None	NA	NA	No	NA	NA	35% design
Laguna Niguel	8	Marina Hills Playground Handicap Access	\$ 75,000	Mar-09	Under way	NA	Categorical Exemption	No	NA	NA	10% design

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Laguna Niguel	9	Wader Pool Conversion	\$ 400,000	Feb-09	Under way	NA	Categorical Exemption	No	NA	NA	100% design
Laguna Niguel	10	Crown Valley Parkway Widening	\$ 12,000,000	Dec-09	CEQA+NEPA	Apr-08	Categorical Exemption	Yes	Yes	No	35% design
Laguna Woods	1	El Toro Rd/ Aliso Cr Rd, Ph. II	\$ 1,577,000	Jun-08	CEQA	Mar-03	ND	No	NA	NA	35% design
Laguna Woods	2	Santa Maria Multi-modal Trail	\$ 850,000	Jun-08	CEQA	Pending	ND	No	NA	NA	10% design
Laguna Woods	3	El Toro Rd Pvmr Rehab	\$ 900,000	Mar-08	CEQA	Pending	Categorical Exemption	No	NA	NA	35% design
Laguna Woods	4	El Toro/Sevilla Storm Drain	\$ 850,000	Apr-08	CEQA	Pending	Categorical Exemption	No	NA	NA	10% design
Laguna Woods	5	Santa Maria Rehab	\$ 1,150,000	May-08	CEQA	Pending	Categorical Exemption	No	NA	NA	10% design
La Habra	1	Fire Station 194	\$ 3,800,000	Nov-08	CEQA	Sep-06	EIR	No	NA	Yes	Other
La Habra	2	Daycare Center	\$ 1,300,000	Mar-09	None			No	NA	Yes	95% design
La Habra	3	Neighborhood Traffic Management Plan (NTMP)	\$ 135,000	Dec-08	None			No	NA	NA	Other
La Habra	4	Residential Street Rehabilitation and Water Main Replacement	\$ 3,700,000	Feb-09	None			No	NA	NA	95% design
La Habra	5	Sidewalk and Curb Access Ramps	\$ 200,000	Mar-09	None			No	NA	NA	95% design
La Habra	6	Traffic Signal Improvements	\$ 100,000	Mar-09	None			No	NA	NA	95% design
La Habra	7	Sewer Lining Projects	\$ 500,000	Mar-09	None			No	NA	NA	95% design
Lake Forest	1	Construct a raised median and landscaped on Trabuco Road Streetscape	\$ 2,170,300	May-09	Under way		Categorical Exclusion for NEPA	No	NA	NA	65% design
Lake Forest	2	Street Resurfacing and Slurry Seals - various street throughout the City PW 2007.17D&E	\$ 1,890,000	Jun-09	Under way		Categorical Exemption	No	NA	NA	35% design
Lake Forest	3	Construct a raised median and landscaped as part of the Rockfield Streetscape Project	\$ 1,869,200	Apr-09	Under way		Categorical Exemption	No	NA	NA	65% design
Lake Forest	4	Upgrade ADA Wheelchair access ramp improvements throughout the City	\$ 667,437	Jan-09	CEQA	Oct-08	Categorical Exemption	No	NA	NA	100% design
Lake Forest	5	Install Traffic Signal Preemption for five response routes in the City	\$ 345,000	Jan-09	Under way		Categorical Exemption	No	NA	NA	95% design
Lake Forest	6	Construct 68 up lights as part of the El Toro Road Enhanced Landscape	\$ 138,000	Feb-09	Under way		Categorical Exemption	No	NA	NA	65% design
Lake Forest	7	Close the median "U-turn" lane access to Swartz Drive and construct a raised landscaped median island	\$ 163,000	Apr-09	CEQA	Sep-07	Categorical Exemption	No	NA	NA	95% design
Lake Forest	8	Construct median drains to the Lake Forest Drive Drainage Improvements Project	\$ 230,000	Feb-09	CEQA	Jul-08	Categorical Exemption	No	NA	NA	100% design
Lake Forest	9	Repair or provide new sidewalks as part of the Sidewalk Repairs	\$ 80,000	Mar-09	Under way		Categorical Exemption	No	NA	NA	35% design
Lake Forest	10	Construct a median nose on Trabuco Road and Lake Forest Drive	\$ 76,000	Jan-09	Under way		Categorical Exemption	No	NA	NA	95% design
Lake Forest	11	Construct a traffic signal at Bake Parkway and Rue de Fortuna	\$ 430,000	Jun-09	Under way		Categorical Exemption	No	NA	NA	10% design
Lake Forest	12	Construct a snack bar facility and restroom at Heroes Park	\$ 400,000	Mar-09	Under way		Categorical Exemption	No	NA	NA	35% design
Lake Forest	13	Replace play equipment at Borrego, Foothill Ranch Community, El Toro, Alton, and Ranchwood Parks	\$ 1,439,699	Feb-09	Under way		Categorical Exemption	No	NA	NA	100% design
Lake Forest	14	Renovation/Expansion of Ethies Skatepark	\$ 515,000	Aug-09	Under way		Categorical Exemption	No	NA	NA	10% design



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Lake Forest	15	Construct pave-outs, curb, gutter, and sidewalks in the Light Industrial Street Improvements Project	\$ 232,000	Apr-09	Under way		Categorical Exemption	Yes	Yes	No	35% design
La Palma	1	Orangethorpe Pavement Rehab	\$ 650,000	Jun-09	Under way	Anticipated Apr 2009	Categorical Exemption	No	NA	NA	35% design
La Palma	2	Moody Street Improvements	\$ 1,500,000	Jul-09	Under way	Anticipated May 2009	Categorical Exemption	No	NA	NA	10% design
La Palma	3	Citywide Pavement Rehabilitation	\$ 1,500,000	May-09	Under way	Anticipated Apr 2009	Categorical Exemption	No	NA	NA	10% design
Los Alamitos	1	Lexington Ave-Ceritos to RR Xing Rehabilitation	\$ 350,000	Jun-09	None	Exempt	N/A	No	NA	NA	95% design
Los Alamitos	2	Various Pavement Rehabilitation projects	\$ 1,900,000	Jun-09	None	Exempt	N/A	No	NA	NA	10% design
Los Alamitos	3	Katella Median Improvements-Walnut/Wallingsford to Los Alamitos	350,000	Jun-09	Under way	May-09	Categorical Exemption	No	NA	NA	100% design
Los Alamitos	4	Corporate Center Drive/Calle Lee Rehab	\$ 500,000	Jun-09	None	Exempt	Categorical Exemption	No	NA	NA	Other
Los Alamitos	5	Ball Road Pavement Rehab	\$ 650,000	Jun-09	None	Exempt	Categorical Exemption	No	NA	NA	Other
Los Alamitos	6	Ceritos Ave Rehab	\$ 1,000,000	Jun-09	None	Exempt	Categorical Exemption	No	NA	NA	Other
Mission Viejo	1	Widen intersection of Oso Parkway at Marguerite Parkway	\$ 4,000,000	Mar-09	CEQA	05/01/05	IS/MND	Yes	Yes	Yes	100% design
Mission Viejo	2	Pavement rehabilitation of various residential streets	\$ 2,500,000	Apr-09	Under way	Feb 09 expected	Categorical Exemption	No	NA	NA	35% design
Mission Viejo	3	Pavement rehab of Olympiad Road - Alicia to Marguerite	\$ 550,000	Apr-09	Under way	Feb 09 expected	Categorical Exemption	No	NA	NA	35% design
Mission Viejo	4	Pavement rehab of Trabuco Rd - Los Alisos to City Limit	\$ 350,000	Apr-09	Under way	Feb 09 expected	Categorical Exemption	No	NA	NA	35% design
Mission Viejo	5	Widen intersection of Marguerite at Santa Margarita	\$ 150,000	Jun-09	CEQA	02/08/08	Categorical Exemption	No	NA	NA	35% design
Mission Viejo	6	Widen intersection of Los Alisos at Santa Margarita	\$ 200,000	Jun-09	CEQA	02/08/08	Categorical Exemption	No	NA	NA	35% design
Mission Viejo	7	Widen La Paz Road/Bridges - Muirlands to Chrisanta	\$ 7,500,000	Jun-09	NEPA	08/01/05	CE w/Studies	Yes	Yes	No	95% design
Mission Viejo	8	Completion of Citywide Traffic Signal Coordination Upgrade	\$ 750,000	Jul-09	Under way	April 09 expected	Categorical Exemption	No	NA	NA	95% design
Mission Viejo	9	Widen intersection of Felipe Road at Oso Parkway	\$ 650,000	Jan-10	CEQA	02/08/08	Categorical Exemption	Yes	Yes	No	35% design
Mission Viejo	10	Oso Parkway Widening - Country Club to I-5	\$ 5,200,000	Jan-10	Under way	April 09 expected	MND	Yes	Yes	No	65% design
Newport Beach	1	Widen Jamboree Road Bridge over State Route 73	\$ 5,500,000	April or May 2009	CEQA+NEPA	Feb-06	Categorical Exemption	Yes	Yes	No	100% design
Newport Beach	2	Local Street Pavement Rehabilitation	\$ 1,000,000	April or May 2009	CEQA	within 30 days	Categorical Exemption	No			10% design
Newport Beach	3	City Traffic Signal Modization (2 & 3) plus 80 controller/cabinets	\$ 2,400,000	March or April 2009	CEQA	within 30 days	Categorical Exemption	No			65% design
Orange	1	Main Street Widening (only shortfall costs identified)	\$ 2,300,000	1-Dec-09	Under way	06/01/09	MND	Yes	Yes	No	95% design
Orange	2	Tustin/Chapman Intersection Widening - Phase II	\$ 3,300,000	1-Dec-09	Under way	01/13/09	MND	Yes	Yes	No	95% design
Orange	3	Tustin/Meats Intersection Widening (only shortfall costs identified)	\$ 2,300,000	1-Dec-09	Under way	06/01/09	MND	Yes	Yes	No	95% design
Orange	4	Batavia Street Rehabilitation from Katella to Taft	\$ 706,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	5	Batavia Street Rehabilitation from North Railroad to Lincoln	\$ 1,480,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	6	Cannon Street Rehabilitation from Goldenrod to North City Limit	\$ 580,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	7	Canyon View Avenue Rehabilitation from Chapman to Hidden Canyon	\$ 1,200,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	8	Canyon View Avenue Rehabilitation from Outrider to Newport Blvd.	\$ 570,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	9	Canyon View Avenue Rehabilitation from Skylark to Jamboree	\$ 530,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	10	Chapman Avenue Rehabilitation from Anita to Bitterbush	\$ 306,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	11	Chapman Avenue Rehabilitation from Main to Grand	\$ 1,300,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	12	Chapman Avenue Rehabilitation from Tustin to Wayfield	\$ 210,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design

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Orange	13	Chapman Avenue Rehabilitation from Hewes to Cannon	\$ 992,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	14	Chapman Avenue Rehabilitation from Cannon to Cliffway	\$ 1,373,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	15	Chapman Avenue Rehabilitation from City Limit to Newport Blvd.	\$ 975,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	16	Glassell Street Rehabilitation from Blueridge to Fletcher	\$ 1,181,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	17	Hewes Street Rehabilitation from Philo to City Limit	\$ 762,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	18	Hewes Street Rehabilitation from 1090' N/o Adobe to City Limit	\$ 480,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	19	Jamboree Road Rehabilitation from Santiago Canyon to City Limit	\$ 2,831,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	20	Katella Avenue Rehabilitation from Struck to E'ly City Limit	\$ 5,690,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	21	Lewis Street Rehabilitation from Garden Grove to N'ly City Limit	\$ 1,739,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	22	Newport Blvd. Rehabilitation from Newport Blvd. Rehabilitation from City Limit to Canyon View	\$ 670,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	23	Newport Blvd. Rehabilitation from White Oak Ridge to SCR	\$ 1,298,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	24	Santiago Canyon Rd. Rehabilitation from Amapola to Jamboree	\$ 1,747,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
Orange	25	Meats Interchange at SR-55	\$ 55,000,000	1-Apr-13	CEQA+NEPA	11/01/10	EIR	Yes	Yes	No	Other
Orange	26	Tustin Street Rehabilitation from Collins Avenue to 520' S/o Bixby	\$ 4,354,000	1-Jun-09	CEQA	03/01/09	Categorical Exemption	No	NA	NA	65% design
County of Orange	1	Alton Parkway from Irvine Boulevard to Commercentre	\$ 28,362,367	Jun-09	CEQA	Sep-07	EIR	No	NA	NA	95% design
County of Orange	2	Antonio Parkway-Phase 1 from San Juan Creek to Ortega Hwy.	\$ 4,000,000	Feb-09	CEQA	Nov-04	EIR	No	NA	NA	95% design
County of Orange	3	Katella Avenue Smart Street from Stanton Channel to 150 feet east of Jean	\$ 9,000,000	May-09	CEQA	Feb-93	EIR	Yes	Yes	Yes	100% design
County of Orange	4	La Pata Avenue- Phase 1 from Ortega Highway to Planning Area 1 Boundary	\$ 5,000,000	Feb-09	CEQA	Nov-04	EIR	No	NA	NA	95% design
County of Orange	5	Laguna Canyon Rd Median and G-Line Contour Grading from SJHTC to I-405	\$ 700,000	May-09	CEQA+NEPA	Dec-02	EIR/EA	No	NA	NA	95% design
County of Orange	6	Moulton Parkway Widening Seg. 2/N from Santa Maria to El Pacifico	\$ 7,900,000	May-09	CEQA	Jul-05	EIR	Yes	Yes	Yes	100% design
County of Orange	7	Moulton Parkway Widening Seg. 3/O from Via Campo Verde to Santa Maria	\$ 7,200,000	Jan-10	CEQA	Jul-05	EIR	Yes	No	No	95% design
County of Orange	8	Newport Boulevard Sidewalk @ Greenbriar Road	\$ 500,000	Fall 09	CEQA	Fall 07	Negative Declaration	Yes	Yes	Yes	95% design
County of Orange	9	Bolsa Avenue from Magnolia to Beach Blvd.	\$ 540,000	Fall 09	CEQA	Pending	EIR	Unknown	Unknown	Unknown	65% design
County of Orange	10	Midway City - Drainage and Street Improvements within Midway City "Presidential Streets"	\$ 13,000,000	Aug-09	CEQA	Pending	EIR	Unknown	Unknown	Unknown	65% design
County of Orange	11	Edinger Avenue Bridge Design - Over Bolsa Chica Channel	\$ 1,000,000	Jan-09	CEQA	Pending	EIR	No	NA	NA	Other
County of Orange	12	Laguna Canyon Rd Revegetation - SJHTC to I-405	\$ 2,800,000	Nov-08	CEQA+NEPA	Dec-02	EIR/EA	No	NA	NA	100% design
County of Orange	13	Olive Island Sidewalk - Along Magnolia Avenue, Buena Vista Street, and Orange Olive Road	\$ 254,000	Dec-08	CEQA+NEPA	Jun-08	EIR	Yes	Yes	Yes	100% design
County of Orange	14	Brookhurst St. -Katella Avenue to Ball Road (Anaheim)	\$ 2,000,000	Spring 10	CEQA	Pending	EIR	Yes	Unknown	No	Other
Placentia	1	Placentia Ave Rehabilitation - Palm St	\$ 1,100,000	Mar-09	NEPA	Jun-07	PCE	No	NA	NA	100% design
Placentia	2	Placentia Metrolink Station Parking St	\$ 14,000,000	Jan-10	CEQA	May-07	EIR	Yes	Yes	No	Other
Placentia	3	Widen Intersection at Kraemer Blvd / E	\$ 350,000	Jun-09	None	Mar-09	NA	No	NA	NA	Other
Placentia	4	Golden Avenue Bridge Replacement	\$ 1,500,000	Jun-10	None	NA	NA	No	NA	NA	Other

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San Clemente	1	Ola Vista Rehabilitation, Ph. 1 (Ave. Palizada to Esplanade)	\$ 1,250,000	April 2009	None		Categorical Exempted	No			100% design
San Clemente	2	Ave. De La Estrella Reconstruction - Ave. Palizada to Ave. Presidio	\$ 800,000	May 2009	None		Categorical Exempted	No			100% design
San Clemente	3	Ola Vista Rehabilitation, Ph. 2 (Esplanade to Ave. Calafia)	\$ 1,500,000	May 2009	None		Categorical Exempted	No			100% design
San Clemente	4	Camino De Los Mares Frontage Road Rehabilitation - Calle Vaquero to Calle Nuevo	\$ 470,000	May 2009	None		Categorical Exempted	No			65% design
San Clemente	5	Ave Vaquero - Rehabilitation from Los Mares to MO1 drainage channel	\$ 260,000	May 2009	None		Categorical Exempted	No			65% design
San Clemente	6	Camino Vera Cruz - Rehabilitation from Ave. Pico to Vista Hermosa	\$ 1,300,000	May 2009	None		Categorical Exempted	No			100% design
San Clemente	7	Ave. La Pata Rehabilitation - Ave. Pico to Calle Amanecer	\$ 510,000	June 2009	None		Categorical Exempted	No			65% design
San Clemente	8	Calle Amanecer Rehabilitation - Ave. Pico to La Pata, Calle Sombra and Calle Recodo Rehabilitation	\$ 1,300,000	June 2009	None		Categorical Exempted	No			65% design
San Clemente	9	Calle Sarmentoso Rehabilitation - Camino Vera Cruz to Camino Del Rio	\$ 1,000,000	July 2009	None		Categorical Exempted	No			100% design
San Clemente	10	Ave. San Diego, Ave. Lucia and Ave. Carmelo Reconstruction - (S. El Camino Real to Ave. Santa Margarita)	\$ 735,000	July 2009	None		Categorical Exempted	No			65% design
San Clemente	11	Calle Nuevo, Morada, Guadalajara, Amapola, Doncella, Esteban, Piedras Rehabilitation and Bellota Reconstruction	\$ 2,350,000	August 2009	None		Categorical Exempted	No			65% design
San Clemente	12	Traffic Signal Improvements at the following locations: Camino De Los Mares at Camino Del Rio; Camino Del Rio at Sarmentoso; Camino Vera Cruz at Costa; E. Camino Real at N/B I-5 ramps	\$ 1,265,000	August 2009	None		Categorical Exempted	No			65% design
San Clemente	13	Traffic Signal Video Detection for 50 intersections	\$ 1,500,000	August 2009	None		Categorical Exempted	No			65% design
San Clemente	14	Riacheuelo, Cerca, Llano, Arneillas, Pelodo and Torrentera Rehabilitation	\$ 795,000	August 2009	None		Categorical Exempted	No			65% design
San Clemente	15	Ave. Dolores Rehabilitation - (S. El Camino Real to Ave. San Luis Rey) and Ave. Santa Margarita Reconstruction - (S. El Camino Real to Ave. Dolores)	\$ 680,000	September 2009	None		Categorical Exempted	No			35% design
San Clemente	16	Camino De Los Mares Rehabilitation - Calle Vaquero to Calle Nuevo	\$ 795,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	17	Ave. San Pablo Rehabilitation - Ave. Acapulco to North end and Via Ensueno and Via Delfin Rehabilitation - Ave. San Pablo to end of cul de sacs	\$ 1,195,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	18	Arriba Linda and Cerrito Cielo Rehabilitation - Entrada Paraiso to end of cul-de-sacs	\$ 250,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	19	Calle Gaucho Rehabilitation - Calle Guadalajara to Calle Frontera	\$ 425,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	20	Calle Gaucho Reconstruction - Calle Frontera to end of cul-de-sac	\$ 210,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	21	Calle Chueca and Via Chueca Rehabilitation	\$ 230,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	22	Ave. Vista Montana Rehabilitation - Calle Pastadero to upper Calle Del Cerro	\$ 580,000	October 2009	None		Categorical Exempted	No			35% design

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San Clemente	23	Ave. Vista Montana Rehabilitation - Calle Pastadero to lower Calle Del Cerro	\$ 1,350,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	24	Calle Aguilera Rehabilitation - Ave. Vista Montana to Calle Pastadero	\$ 615,000	October 2009	None		Categorical Exempted	No			35% design
San Clemente	25	Calle De Los Molinos Rehabilitation - (Ave. Pico to N. El Camino Real)	\$ 915,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	26	Calle Valle Rehabilitation - (El Camino Real to Los Molinos, Calle Valle Loop)	\$ 750,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	27	Rimrock Tract Rehabilitation - Arreos, Domador, Ganado, Cercado, Obrajero, Novilla, Vacuno, Hierro, Bonanza, Rebano, Alforja, Estribo, Jinette, Cabillista Del Norte and Cabillista Del Sur	\$ 1,665,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	28	Rimrock Tract Rehabilitation - Estampida, Ensenada, Cadena, Sombreado, Inclinado, Altura, Aldeano and Alformento	\$ 1,075,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	29	Calle Leticia, Mayita, Maria, and La Cima Rehabilitation - E. Ave. San Juan to end of cul-de-sacs	\$ 190,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	30	Calle Vallarta Rehabilitation (Via Bianco to 819 Calle Vallarta) and Calle Acantilado Rehabilitation (Calle Vallarta to end of cul-de-sac)	\$ 350,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	31	Via Cisco, Via Toluca and Via Zapata Rehabilitation (to end of cul de sacs)	\$ 415,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	32	Encino Lane and Arenoso Lane Rehabilitation - Ave. Palizada to end of cul-de-sac	\$ 235,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	33	Calle Campana Rehabilitation - (Camino De Los Mares to end of cul-de-sac) and Calle Canasta Rehabilitation (Calle Campana to end of cul-de-sac)	\$ 260,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	34	Ortega, Del Cerrito, Ardilla Lane, Gomez, Del Rito and E. Ave. Magdalena (Santa Margarita to Crespi)	\$ 825,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	35	Costa, Charco, Otero, Panadero, Arroyo, Caminante and Novilunio Rehabilitation (to end of cul de sacs)	\$ 360,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	36	Via Cisco, Via Toluca and Via Zapata Rehabilitation (to end of cul de sacs)	\$ 415,000	November 2009	None		Categorical Exempted	No			35% design
San Clemente	37	Calle Frontera Rehabilitation - (Ave. Pico to Ave. Faceta)	\$ 575,000	December 2009	None		Categorical Exempted	No			35% design
San Clemente	38	Calle Frontera Rehabilitation - (Ave. Faceta to Ave. Vista Hermosa)	\$ 580,000	December 2009	None		Categorical Exempted	No			35% design
San Clemente	39	Ave. Vaquero - Rehabilitation from San Gorgonio to Via Cascadita	\$ 790,000	December 2009	None		Categorical Exempted	No			35% design
San Clemente	40	Camino De Los Mares Rehabilitation - Calle Nuevo to Camino Vera Cruz	\$ 735,000	December 2009	None		Categorical Exempted	No			35% design
San Clemente	41	Via Tinaja and Via Senda Rehabilitation (Via Cascadita to end of cul de sacs)	\$ 290,000	December 2009	None		Categorical Exempted	No			35% design
San Clemente	42	Pedestrian Crossings Treatment at Various Railroad Track Locations	\$ 1,900,000	December 2009	None		EIR/EA	No			Other
San Clemente	43	City public alley (west of N. El Camino Real and S. El Camino Real between Boca de la Playa and Ave. Valencia)	\$ 2,000,000	December 2009	None		Categorical Exempted	No			10% design
Santa Ana	1	Residential Street Improvements, see attached list	\$ 100,600,000	May-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	2	Bristol Phase I (Pine to Mc Fadden)	\$ 13,700,000	Feb-09	CEQA+NEPA		EIS	No	NA	NA	100% design

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Santa Ana	3	Civic Center Drive Rehabilitation: French to Santiago	\$ 1,460,000	May-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	4	Fifth Street Rehabilitation: Fairview Street to Jackson Street	\$ 1,457,000	Jun-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	5	McFadden Avenue Rehabilitation: Bristol to Flower	\$ 880,000	Jun-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	6	McFadden Avenue Rehabilitation: Standard to Maple	\$ 1,400,000	Jun-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	7	Segerstrom Avenue Rehabilitation: Bristol to Raitt	\$ 1,000,000	Jun-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	8	Segerstrom Avenue Rehabilitation: Fairview to Harbor	\$ 835,000	Jun-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	9	Segerstrom Avenue Rehabilitation: Raitt to Fairview	\$ 262,000	Jun-09	Under way	NA	NA	No	NA	NA	65% design
Santa Ana	10	First Street Bridge Replacement @ Santa Ana River	\$ 20,000,000	Sep-09	Under way	NA	NA	Yes	Yes	No	65% design
Santa Ana	11	Industrial Streets (area south of Centennial Park)	\$ 5,500,000	May-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	12	Industrial Streets (Gamsley Business District)	\$ 3,850,000	May-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	13	Centennial Park Loop Road and Parking Lots	\$ 1,880,000	Jun-09	Under way	NA	NA	No	NA	NA	35% design
Santa Ana	14	RTC Improvements (ADA upgrades, Façade Improvements, Fire Protection, Alarms)	\$ 4,600,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	15	17th Street Rehabilitation: Broadway to Grand	\$ 1,519,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	16	17th Street Rehabilitation: Bristol to Broadway	\$ 1,337,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	17	18th Street Rehabilitation: Grand to Old Tustin	\$ 1,319,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	18	1st Street Rehabilitation: Grand to I-5	\$ 1,576,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	19	1st Street Rehabilitation: Main to Grand	\$ 1,174,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	20	4th Street Rehabilitation: Minter to I-5	\$ 1,420,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	21	5th Street Rehabilitation: Ross to Mortimer	\$ 312,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	22	Bristol Street Rehabilitation: MacArthur to Segerstrom	\$ 1,065,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	23	Bristol Street Rehabilitation: Segerstrom to Warner	\$ 1,010,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	24	Bristol Street Rehabilitation: Sunflower to MacArthur	\$ 690,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	25	Broadway Rehabilitation: Mainplace to Civic Center	\$ 6,880,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	26	Broadway Rehabilitation: 1st to McFadden	\$ 1,410,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	27	Broadway Rehabilitation: McFadden to Edinger	\$ 950,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	28	Broadway Rehabilitation: Edinger to Anahurst	\$ 480,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	29	Cabrillo Park Drive Rehabilitation: 4th to 17th	\$ 2,306,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	30	Edinger Avenue Rehabilitation: SA River to Bristol	\$ 4,665,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	31	Edinger Avenue Rehabilitation: Main to Grand	\$ 2,867,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	32	Euclid Street Rehabilitation: Westminster to Bolsa	\$ 1,531,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	33	Euclid Street Rehabilitation: Bolsa to McFadden	\$ 735,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	34	Fairview Street Rehabilitation: MacArthur to Sunflower	\$ 497,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	35	Fairview Street Rehabilitation: Edinger to Warner	\$ 1,307,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	36	Fairview Street Rehabilitation: Warner to MacArthur	\$ 1,640,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	37	Fairview Street Rehabilitation: NCL to Westminster	\$ 1,156,000	Jun-09	Under way	NA	NA	No	NA	NA	Other

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Santa Ana	38	Fairview Street Rehabilitation: Westminster to 1st	\$ 1,299,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	39	Fairview Street Rehabilitation: 1st to Edinger	\$ 1,579,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	40	Flower Street Rehabilitation: Edinger to Sunflower	\$ 2,021,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	41	Grand Avenue Rehabilitation: Warner to Dyer	\$ 1,061,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	42	Grand Avenue Rehabilitation: Edinger to Warner	\$ 1,297,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	43	Greenville Street Rehabilitation: Edinger to Warner	\$ 2,835,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	44	Lyon Street Rehabilitation: Chestnut to McFadden	\$ 2,331,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	45	MacArthur Boulevard Rehabilitation: Bristol to Hutton Center	\$ 2,732,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	46	MacArthur Boulevard Rehabilitation: Harbor to Bristol	\$ 4,573,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	47	McFadden Avenue Rehabilitation: WCL to Harbor	\$ 6,978,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	48	McFadden Avenue Rehabilitation: Bristol to Flower	\$ 880,200	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	49	McFadden Avenue Rehabilitation: Standard to Maple	\$ 211,300	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	50	McFadden Avenue Rehabilitation: Harbor to Fairview	\$ 1,781,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	51	McFadden Avenue Rehabilitation: Fairview to Raitt	\$ 2,130,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	52	Plaza Drive Rehabilitation: MacArthur to Sunflower	\$ 890,604	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	53	Raitt Street Rehabilitation: Edinger to St. Gertrude	\$ 1,365,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	54	Raitt Street Rehabilitation: McFadden to Edinger	\$ 455,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	55	Raitt Street Rehabilitation: St. Gertrude to Warner	\$ 255,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	56	Santa Ana Boulevard Rehabilitation: Santiago to Grand	\$ 2,454,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	57	Santa Ana Boulevard Rehabilitation: Raitt to Bristol	\$ 813,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	58	Santa Ana Boulevard Rehabilitation: Bristol to Main	\$ 2,324,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	59	Santa Ana Boulevard Rehabilitation: Main to Santiago	\$ 677,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	60	Segerstrom Avenue Rehabilitation: Bristol to Raitt	\$ 1,960,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	61	Segerstrom Avenue Rehabilitation: Fairview to Harbor	\$ 835,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	62	Sullivan Street Rehabilitation: 1st to McFadden	\$ 2,072,600	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	63	Warner Avenue Rehabilitation: Main to Grand	\$ 1,318,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	64	Wright Street Rehabilitation: 17th to Santa Clara	\$ 1,445,000	Jun-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	65	R-1 Storm Drain (design build)	\$ 31,200,000	Apr-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	66	S-1 Storm Drain (design build)	\$ 10,500,000	Apr-09	Under way	NA	NA	No	NA	NA	Other
Santa Ana	67	Bristol Phase I- MWD Water Improvements	\$ 1,300,000	Feb-09	CEQA+NEPA		EIS	No	NA	NA	Other
San Juan Capistrano	111	Camino Capistrano & Del Obispo Intersection Improvements	\$1,600,000	Jun-09	CEQA	Jan-09	ND	Yes	Yes	No	95% design
San Juan Capistrano	119	Preventative Street Maintenance Program 09/10 Work	\$3,500,000	May-09	CEQA	Aug-08	CE	No			95% design
San Juan Capistrano	122	Del Obispo Circulation Improvements and Bridge Widening	\$3,800,000	Jun-09	CEQA+NEPA	Mar-09	MND	Yes	Yes	No	95% design
San Juan Capistrano	404	Junipero Serra Rd/Rancho Viejo Road Intersection Improvement	1,100,000	May-09	CEQA	May-08	ND	No			95% design
San Juan Capistrano	R-12	Downtown Beautification Program	\$1,300,000	Jun-09	CEQA	Mar-09	CE	No			95% design
San Juan Capistrano	454	Library Repairs and Rehabilitation	380,000	Jun-09	CEQA	Mar-09	CE	No			95% design
Seal Beach	1	This project will rehabilitate portions of the San Gabriel River Trail and the River's End (1st Street) Parking Lot.	\$ 2,000,000	Jun-09	CEQA	No	MND	No	NA	NA	95% design

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Seal Beach	2	This project will renovate the main floor restrooms to current ADA requirements, renovate the bottom floor lockers, property evidence room and main floor kitchen.	\$ 800,000	Feb-09	None			No	NA	NA	95% design
Seal Beach	3	To repair, reline, upsize and rehabilitate sewer pipes and pump stations city wide.	\$ 3,000,000	Feb-09	Under way		MND+CEQA Plus	No	NA	NA	95% design
Seal Beach	4	This project will add, upgrade and rehabilitate storm drain pipes and facilities citywide.	\$ 5,000,000	Jun-09	None			No	NA	NA	35% design
Seal Beach	5	This program replaces portions of deteriorated concrete sidewalks, curbs and gutters within the City.	\$ 2,500,000	Jan-09	None			No	NA	NA	95% design
Seal Beach	6	The project proposes to grind and overlay the asphalt in most areas, install sidewalk, curb and gutter and a Class 2 bicycle lane	\$ 1,500,000	Apr-09	None			No	NA	NA	95% design
Seal Beach	7	This project will resurface arterial streets per the Pavement Management System. The City has designated previous funding in this category for paving Seal Beach Boulevard from Bolsa to PCH. \$475,000 of the \$1.5 million needed has been set aside thus far.	\$ 4,250,000	Jun-09	None			No	NA	NA	10% design
Seal Beach	8	This program provides funding for the annual and emergency replacement of water system components such as pipelines, water valves, and water station components. Specific locations are consistent with the Water Master Plan.	\$ 2,300,000	Jun-09	None			No	NA	NA	65% design
Stanton	1	Intersection Improvements for Beach Boulevard and Stanford Avenue	\$ 500,000	Mar-09	CEQA+NEPA	Dec-08	NOE	No	Yes	Yes	95% design
Stanton	2	Garden Grove Sewer Improvements	\$ 1,600,000	Jan-09	CEQA+NEPA	Dec-08	NOE	No	Yes	Yes	100% design
Stanton	3	City Corporation Yard	\$ 7,000,000	Feb-09	CEQA	Aug-08	MND	No	Yes	Yes	100% design
Stanton	4	City Sheriff Station	\$ 1,800,000	Jan-09	CEQA	Dec-08	NOE	No	Yes	Yes	100% design
Stanton	5	City Fire Station	\$ 6,000,000	Apr-09	CEQA	Feb-09	MND	No	Yes	Yes	35% design
Stanton	6	Local Paving Program	\$ 300,000	Mar-09	CEQA	Feb-09	NOE	No	Yes	Yes	65% design
Stanton	7	PCC Rehabilitation	\$ 200,000	Mar-09	CEQA	Feb-09	NOE	No	Yes	Yes	100% design
Stanton	8	Arterial Paving Program	\$ 800,000	Jan-09	CEQA	Feb-09	NOE	No	Yes	Yes	100% design
Rancho Santa Margarita	1	Alicia Parkway Pavement Rehabilitation - Construction	\$ 625,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	10% design
Rancho Santa Margarita	2	Santa Margarita Parkway Rehabilitation - Las Flores to Alma Aldea	\$ 770,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	3	Melinda Road Rehabilitation - State Route 241 to Altisma	\$ 500,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	4	Antonio Landscape Medians - South City Limits to Tijeras Creek Bridge	\$ 2,330,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	5	Antonio Parkway Pavement Rehabilitation - Coto de Caza to Bienvenidos	\$ 600,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	6	Antonio Parkway Pavement Rehabilitation - Via Honesto to Coto de Caza	\$ 1,255,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	7	Avenida Empresa Pavement Rehabilitation - SMP to Comercio	\$ 350,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	8	Antonio Parkway Pavement Rehabilitation - Empresa to Bandaras	\$ 910,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	9	Santa Margarita Parkway Road Widening from 241 to Las Flores (Westbound)	\$ 900,000	Jun-09	Under way	Mar-09	Exempt	Yes	Yes	No	environmental under
Rancho Santa Margarita	10	Robinson Ranch Traffic Calming and Pavement Rehabilitation	\$ 500,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Rancho Santa Margarita	11	City Wayfinding Signage Installation	\$ 150,000	Jun-09	Under way	Mar-09	Exempt	No	NA	NA	environmental under
Tustin	1	Tustin Ranch Road Extension from Walnut Ave. to Valencia Ave. - New Major Arterial	\$ 24,000,000	Jun-09	CEQA	Dec-04	EIR	Yes	Yes	No	65% design

**Federal Economic Stimulus  
Construction Project Nominations**

Agency	Project Number	Project Description	Construction Value (\$)	Earliest Award of Construction	Environmentally Cleared?	Cleared When?	Clearance Type (EIR, EA, etc.)	Property required?	Willing seller?	Property acquired?	Current Project Status
Tustin	2	Newport Ave. Extension - Phase II: from Edinger Ave. to Myrtle Ave., including railroad underpass and realignment of flood control channel. Arterial Gap Closure	\$ 35,000,000	Jul-09	CEQA	12/17/1990 Supplement 5/5/03	EIR	Yes	Yes	No	65% design
Tustin	3	Jamboree Road Pavement Rehabilitation & Median Improvement from 2,750 feet north of Tustin Ranch Road to north City Limits	\$ 5,000,000	Jun-09	Under way	Apr-09	Categorical Exemption	No	NA	NA	Other
Tustin	4	Tustin Ranch Road Pavement Rehabilitation & Median Improvement from Bryan Ave. to Jamboree Road	\$ 5,500,000	Jun-09	Under way	Apr-09	Categorical Exemption	No	NA	NA	Other
Tustin	5	Edinger Ave. Rehabilitation between Jamboree Road and West of Santa Fe Channel	\$ 1,100,000	Aug-09	Under way	Jun-09	Categorical Exemption	No	NA	NA	Other
Tustin	6	Irvine Blvd. Storm Drain between El Modena-Irvine Channel and SR-55 (Phases II & III)	\$ 7,800,000	Jul-09	CEQA	Sep-02	Mitigated Negative Declaration	No	NA	NA	95% design
Tustin	7	Mitchell Ave. Storm Drain and Pavement Rehabilitation between Newport Ave. and Red Hill Ave.	\$ 2,300,000	Jul-09	Under way	May-09	Categorical Exemption	No	NA	NA	Other
Tustin	8	Red Hill Avenue Pavement Rehabilitation between Barranca Parkway and Edinger Avenue	\$ 2,500,000	Aug-09	Under way	Jun-09	Categorical Exemption	No	NA	NA	Other
Villa Park	1	Lemon St. road rehabilitation from Villa Park Rd. to Valley	\$ 395,621	Jun-09	Under way		Categorical Exemption	No	NA	NA	65% design
Villa Park	2	Lemon St. Landscape Medians from Santiago to Valley	\$ 422,153	Jun-09	Under way		Categorical Exemption	No	NA	NA	65% design
Villa Park	3	Lemon and Valley intersection improvements; Roundabout	\$ 157,955	Jun-09	Under way		Categorical Exemption	No	NA	NA	65% design
Villa Park	4	Retaining Wall Reconstruction off Cannon St.	\$ 450,000	Jun-09	Under way		Categorical Exemption	No	NA	NA	35% design
Villa Park	5	Taft Ave. Medians and Street Work	\$ 473,816	Jun-09	Under way		Categorical Exemption	No	NA	NA	100% design
Villa Park	6	Street Maintenance Program	\$ 450,000	Feb-08	CEQA	Nov-08	Categorical Exemption	No	NA	NA	100% design
Villa Park	7	Sewer Improvement Projects	\$ 670,000	Mar-08	Under way	Feb-08	Categorical Exemption	No	NA	NA	100% design
Villa Park	8	Mesa Street Guardrail Projects	\$ 125,000	Feb-08	Under way	Feb-08	Categorical Exemption	No	NA	NA	100% design
Westminster	1	BROOKHURST St Improvement from Hazard Ave to Bolsa Ave	\$ 1,053,360	Jun-09	CEQA	Feb-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	2	EDWARDS St Improvement from I-405 to Bolsa	\$ 833,280	Jun-09	CEQA	Feb-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	3	MAGNOLIA St Improvement from Westminster to Hazard	\$ 917,280	Jun-09	CEQA	Feb-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	4	BROOKHURST St Improvement from Bolsa Ave to Edinger (City Limit)	\$ 1,896,804	Jun-09	CEQA	Feb-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	5	SPRINGDALE St Improvement from 22 Fwy to Harold (South City Limit)	\$ 2,391,984	Jun-09	CEQA	Feb-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	6	City-wide Residential street improvements (4 segments on Westminster, 3 segments on Bolsa, Hoover, Magnolia, 2 segments on Ward, & Mc Fadden)	\$ 15,000,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	7	City-wide Concrete improvements	\$ 3,000,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	8	Concrete Improvements at 9 Rail	\$ 360,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	9	Road locations	\$ 1,200,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	10	Traffic Signals Installation at 6 locations	\$ 1,200,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	11	Traffic Signals Upgrades on Bolsa at the Mall (3 locations)	\$ 225,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	12	Rancho Rd improvements from N/O Railroad to Westminster	\$ 1,500,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	13	Water System Improvements	\$ 3,000,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	14	Storm Drain Improvements	\$ 3,000,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway



**Federal Economic Stimulus  
Construction Project Nominations**

Agency	Project Number	Project Description	Construction Value (\$)	Earliest Award of Construction	Environmentally Cleared?	Cleared When?	Clearance Type (EIR, EA, etc.)	Property required?	Willing seller?	Property acquired?	Current Project Status
Westminster	15	Relining Meinhardt Channels	\$ 500,000	Sep-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	16	Garden Grove Blvd Widening	\$ 1,000,000	Dec-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	17	Magnolia Landscaped median from Hazard to Mc Fadden	\$ 2,500,000	Dec-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	18	Goldenwest landscaped median from Hazard to Garden Grove	\$ 3,500,000	Dec-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Westminster	19	City-wide Bike Path Repave	\$ 500,000	Dec-09	CEQA	Jun-09	Categorical Exemption	No	NA	NA	Environmental underway
Yorba Linda	1	Village Ctr Dr. Rehab - Manzanita to Fairmont	\$ 900,000	Jun-09	None	N/A	Exempt	No	NA	NA	95% design
Yorba Linda	2	Yorba Linda Blvd. Rehab - Casa Loma to Van Buren	\$ 1,000,000	Jun-09	None	N/A	Exempt	No	NA	NA	65% design
Yorba Linda	3	Yorba Linda Blvd. Rehab - Kellogg to Avocado	\$ 1,300,000	Sep-09	None	N/A	Exempt	No	NA	NA	10% design
Yorba Linda	4	Yorba Linda Blvd. Rehab - Rio Del Oro to Village Center	\$ 1,200,000	Sep-09	None	N/A	Exempt	No	NA	NA	10% design
Yorba Linda	5	Village Ctr Dr. Rehab - Yorba Linda Blvd. to Fairmont	\$ 1,600,000	Sep-09	None	N/A	Exempt	No	NA	NA	10% design
Yorba Linda	6	La Palma Avenue Rehab	\$ 4,000,000	Sep-09	None	N/A	Exempt	No	NA	NA	10% design

## **Federal Economic Stimulus Strategy For Local Agencies' Projects**

1/14/2009

- Federal economic stimulus (FES) funds could flow via Surface Transportation Program (RSTP) with new Caltrans streamlining provisions included in state statute
- Streamlining federal and Caltrans' processes is strongly supported by OCTA but plans must consider "status quo" programming actions (RTIP/FTIP, PES, and E-76) given current uncertainty and long-lead times
- Project delivery requirements are likely to be 90 to 180 days (construction or contract award -TBD) from February 2009
- Status quo programming actions could limit project nominations to those in RTIP/FTIP and environmentally cleared (including three-year update provisions)
- Timeframes and programming limitations also suggest "clean" street rehabilitation projects should be a focus (but not necessarily limited to) of the FES funds.
- Timeframes also suggest a traditional OCTA "call for projects" not practical
- OCTA proposing:
  - Local agencies develop street rehabilitation / other project lists in priority order - List 1: Projects not requiring streamlining; List 2: Projects requiring streamlining
  - Projects submitted to OCTA in priority order based on project readiness and need – funding "cutline" for each agency established once appropriation levels are known
  - Capacity-increasing projects should be limited to projects with an approved E-76 (existing federal funds but additional funding needed)
  - Group similar projects into one PES and E-76 per agency to reduce paperwork and streamline process (once funding level is established). Requires Caltrans and FHWA input.
  - Regional projects will also be submitted by OCTA. These projects will emphasize improvements to freeway and transit systems.
  - Next steps (discuss specific actions and deadlines)

**Orange County Transportation Authority  
Guiding Principles for Project Eligibility and Distribution of Transportation  
Funding within an Economic Recovery Package  
January 26, 2009**

**Federal**

- Highway transportation funds should be allocated through the Surface Transportation Program (STP) by formula to the states and require sub-allocations of funds to the regions.
- Transit funding should be allocated through the Federal Transit Administration Urbanized Area Formula Program, Section 5307, and include funding for operations to preserve service and jobs.
- Federal economic recovery funds should not be used to supplant existing resources and recipients should be required to provide a certification of maintenance of effort.
- Stimulus funds should be permitted to accelerate planned projects provided reallocated state transportation funding commitments are retained for new projects within a reasonable time frame.

**State**

- If the federal economic recovery package does not sub-allocate funding to regions, funds allocated to the state should be distributed two-thirds to regional transportation planning agencies (RTPAs), with the Boards of the RTPAs further allocating funds to cities and counties.
- Stimulus funds should be permitted to accelerate planned projects provided reallocated transportation funding commitments to local agencies are retained for new projects within a reasonable time frame.
- Recipients should be required to provide a certification of maintenance of effort.
- If federal economic recovery funds are used on Proposition 1B projects, the previous Proposition 1B commitments for that project should remain with that county for reallocation to another eligible project.
- Projects should not require approval from the California Transportation Commission.
- Projects should be consistent with those currently eligible under the federal STP program, including:
  - Construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements for highways and bridges (exclusive of local and rural roads classified as minor collectors)
  - Capital costs for transit projects, including vehicles and facilities
  - Carpool projects, fringe and corridor parking facilities and programs, bicycle transportation, pedestrian walkways, and accessibility projects
  - Highway and transit safety infrastructure improvements and programs and railway-highway grade crossings
  - Highway and transit research and development
  - Capital and operating costs for traffic monitoring, management, and control facilities and programs

- Surface transportation planning programs
- Transportation enhancement activities
- Transportation control measures
- Environmental mitigation
- Projects relating to intersections that have disproportionately high-accident rates, have high levels of congestion, and are located on a federal-aid highway
- Capital costs of intelligent transportation systems

### **Orange County Transportation Authority**

- First priority to Renewed Measure M Early Action Plan projects.
- Second priority to projects supporting Renewed Measure M
- Third priority to local agencies projects based on project readiness and need.





BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Renewed Measure M Project T Funding Guidelines

Transportation 2020 Committee Meeting of January 19, 2009

**Present:** Directors Amante, Brown, Buffa, Campbell, Cavecche, Dixon,  
and Pringle  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Approve the Project T (Convert Metrolink Stations to Regional Gateways) funding program guidelines.
- B. Direct staff to issue a call for projects and return to the Transportation 2020 Committee with programming recommendations in March 2009.



**January 19, 2009**

**To:** Transportation 2020 Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Renewed Measure M Project T Funding Guidelines

**Overview**

On November 24, 2008, the Board of Directors reviewed an initial approach to developing competitive funding guidelines for Renewed Measure M's Project T (Convert Metrolink Stations to Regional Gateways). This competitive transit program will provide funding to convert key Metrolink stations to regional gateways that connect to planned high-speed rail systems. The draft funding guidelines are presented for approval, and these guidelines are the basis of a recommended call for projects.

**Recommendations**

- A. Approve the Project T (Convert Metrolink Stations to Regional Gateways) funding program guidelines.
- B. Direct staff to issue a call for projects and return to the Transportation 2020 Committee with programming recommendations in March 2009.

**Background**

Twenty-five percent of Renewed Measure M (M2) net revenues are available for the development and implementation of a countywide transit program that will enhance the public transportation system in Orange County. Four of the six new M2 transit program elements are proposed for competitive calls for projects consistent with the M2 Ordinance. The competitive transit programs include: Project S (Transit Extensions to Metrolink), Project T (Convert Metrolink Stations to Regional Gateways), Project V (Community Based Transit/Circulators), and Project W (Safe Transit Stops) (Attachment A). Collectively, the Orange County Transportation Authority (OCTA) is referring to this group of competitive transit programs as the M2 Transit Funding Program (TFP). Local agencies will need guidance on how to submit competitive funding

applications to OCTA. As a result, TFP guidelines need to be developed and approved by the Board of Directors (Board).

### ***Discussion***

In November 2008, the Board reviewed a draft funding program framework for Project T. This competitive transit program will provide funding to convert key Metrolink stations to regional transportation gateways that connect to planned high-speed rail systems. Staff has added details to the framework since that time and is recommending approval of the Project T funding guidelines for a call for projects. Guidelines for the other three programs will also be presented in early 2009. The Project T funding guidelines are discussed below and presented in Attachment A.

The Project T guidelines recommend that OCTA program 20 years of Project T revenue in the initial call for projects. This represents a significant investment in the regional gateway program and allows local agencies to use the revenue commitment to issue debt, design, and construct regional gateway facilities. Staff recommends that the remaining Project T revenues, covering the last ten years of M2, be held in reserve for a future call for projects and economic uncertainty.

The guidelines also address the areas of eligible agencies and Metrolink stations. Only agencies that have designated stations on planned high-speed rail systems may submit Project T funding applications. At present, the cities of Anaheim and Irvine are included as designated stations for high-speed transit systems in the 2008 Regional Transportation Plan (RTP). This approach is consistent with the Project T description in the M2 Transportation Investment Plan that acknowledges various potential high-speed rail proposals. Other stations may be eligible for Project T revenues if these are added through RTP updates.

Staff also recommends that bond costs (either local agencies' or OCTA's but not both) be included as an eligible Project T expense to support project advancement. This approach ensures project and debt costs are accounted for by the project sponsors. Other requirements are also included in Attachment A, such as the requirement that Metrolink station operations and maintenance costs remain a non-OCTA responsibility, consistent with existing Board policy.

Competitive scoring criteria are also included in the draft guidelines. These address the areas of financial commitments, transit usage, project and high-speed rail readiness, intermodal connections, and regional markets/land use. Ranges of values have been added to each of the measures since the



framework discussion in November 2008, and these are further described in Attachment A. Finally, the guidelines address other M2 post-award requirements including timely use of funds, penalties for misuse of funds, audit procedures, and the project closeout process.

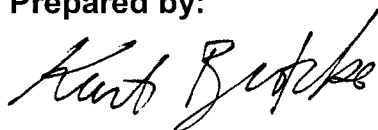
Staff is seeking approval of Project T funding guidelines. With approval, staff will release the call for projects with funding applications due from local agencies on February 20, 2009. Programming recommendations would return to the Transportation 2020 Committee on March 16, 2009, and to the Board on March 23, 2009. This timeframe allows local agencies about 20 working days to prepare applications and secure council resolutions.

**Summary**

Project T (Convert Metrolink Stations to Regional Gateways) funding guidelines are presented for Board approval. These guidelines are the basis of a call for projects with applications due February 20, 2009.

**Attachments**

- A. Project T Funding Program Guidelines
- B. Project T Competitive Scoring Criteria for Eligible Agencies and Projects

**Prepared by:**

Kurt Brotcke  
Director, Strategic Planning  
(714) 560-5742

**Approved by:**

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

## Project T Funding Program Guidelines

### ***Overview***

This Renewed Measure M project establishes a competitive program for local jurisdictions to convert Metrolink stations into regional gateways for enhanced operations related to high-speed rail service. Projects must meet specific criteria in order to compete for funding through this program. In addition, local agencies will be required to demonstrate the ability to fully fund operations on an ongoing basis using non-Orange County Transportation Authority (OCTA) resources. Public/private partnerships<sup>i</sup> are encouraged but not required.

### ***Objectives***

- Modify existing Metrolink stations to accommodate high-speed rail service
- Expand multi-modal transit options for regional travel
- Deliver infrastructure in the initial phase of high-speed rail implementation where feasible

### ***Project Participation Categories***

Multi-modal transit facilities provide expanded transportation options for regional and long distance travel. These “hubs” provide a vital link in the mobility chain. Availability of viable stations is a critical consideration for high-speed rail service implementation. Each host community has unique needs and expectations related to high-speed rail systems. Conditions will differ from one location to the next and projects pursued under this program have significant latitude in how they address the challenge of delivering supporting facilities for high-speed rail services. The program categories listed below identify key project elements that can be pursued through the Project T funding source. Public/private partnerships and local funding sources may be used to leverage these elements.

- Station and passenger facilities necessary to support planned high-speed rail system<sup>ii</sup>
- Parking structures related to high-speed rail service
- Track improvements (e.g., track, switching, signal equipment)
- Traffic control enhancements for ingress/egress from public roadways
- Aesthetics limited to 10 percent of the Measure M funds (i.e., landscaping, non-standard lighting, on-site signage)
- On-site public art expenses limited to 1 percent of Measure M funds in order to improve the appearance and safety of the facility
- Off-site improvements cannot exceed 5 percent of Measure M funding request<sup>iii</sup>
- Bond financing costs
- Construction management (not to exceed 15 percent of construction cost)

Commercial facilities that are not transit related are not eligible for Measure M funds.

### ***Eligibility Requirements***

Minimum eligibility and participation requirements must be considered before a project funding application is submitted. Adherence to strict funding guidelines is required by the ordinance. Additional standards have been established to provide assurance that Renewed Measure M (M2) funds are spent in the most prudent, effective manner. There is no guarantee that funding will be approved during a particular call for projects. If no acceptable project is identified during a funding cycle, a subsequent call for projects will be scheduled at an appropriate time.

- Station must be identified in constrained or unconstrained chapters of the 2008 Regional Transportation Plan for the initial M2 funding cycle
- Agency must demonstrate sufficient funding for first five years of operation with financial plan outlining funding strategy for ongoing operations and maintenance (cannot include OCTA funding sources)
- Project applications must be for complete projects (environmental clearance through construction)
- Project application must meet minimum competitive score to be deemed eligible and "of merit" (as determined by OCTA Board of Directors {Board})
- Capital improvements must adhere to public bidding requirements
- Complete applications must be approved by the applicant city council prior to submittal to OCTA to demonstrate adequate community and elected official support for initial consideration
- Applicant must be eligible to receive Measure M funding (established on an annual basis) to participate in this program

### ***Funding Estimates***

Funding will be provided on a pay-as-you go basis. The program will make an estimated \$174.9 million (nominal dollars) available during the initial 20-year period of the program (fiscal year 2011 through 2030). Funding for the remaining 10-year period of M2 will not be programmed until a future call for projects is warranted. This approach provides a hedge against economic uncertainty and preserves funding for future system expansion.

### ***Selection Criteria***

Specific selection criteria will be used to evaluate competitive program project applications. Emphasis is placed on projects with firm funding commitments and overall project readiness as shown on Attachment B. In addition, projects will be evaluated based upon existing and future transit usage, intermodal connectivity, and community land use attributes. Although match funding is not required,

projects that leverage M2 funds with at least 10 percent from other sources are encouraged and will be more competitive.

### ***Application Process***

Project allocations are determined through a competitive application process. Local agencies seeking funding must complete a formal application and provide supporting documentation that will be used to fully evaluate the project proposal as outlined below.

- Complete information application
- Provide funding/operations plan
- Allocations subject to master funding agreement

A call for projects for the initial funding cycle is expected to be issued in January 2009 with applications due on February 20, 2009, or as determined by the OCTA Board. Complete project applications must be submitted by the established due date.

The funding plan shall include, at a minimum, the following information:

- Financials (funding needs, match funding availability, operations funding assurances, public/private partnership arrangements, bond financing projections)
- Project development and implementation schedule
- High-speed rail ridership projections
- Any additional information deemed relevant by the applicant

Applications will be reviewed by OCTA for consistency, accuracy, and concurrence. Once applications have been completed in accordance with the program requirements, the projects will be scored, ranked, and submitted to the Transportation 2020 Committee and the Board for consideration and funding approval.

The final approved application (including financial plan) will serve as the basis for any funding agreement required under the program.

### ***Reimbursements***

This program is administered on a reimbursement basis for capital improvements, planning, design, right-of-way (ROW) acquisition, and related bond financing costs. Reimbursements will be disbursed upon review and approval of a complete expense report, performance report, and consistent with master funding agreement.

### ***Status Reports***

Projects selected for funding will be subject to submittal of an annual financial plan update in order to receive project reimbursement payments during the following fiscal year. The updated financial plan will be due as a supplement to the annual Measure M eligibility process (typically due on June 30<sup>th</sup>).

### ***Project Cancellation***

Projects deemed infeasible during the planning process will be cancelled and further expenditures will be prohibited (except where necessitated to bring the current phase to a logical conclusion). ROW acquired for projects which are cancelled prior to construction will require repayment to the contributing funding program(s) within a reasonable time as determined by the OCTA Board.

Cancelled projects will be eligible for re-application upon resolution of issues that led to original project termination.

### ***Audits***

All M2 payments are subject to audit. Local agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in loss of future funding. Misuse or misrepresentation of M2 funding will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined. Audits shall be conducted by the OCTA Internal Audit Department or other authorized agent either through the normal annual process or on a schedule to be determined by the OCTA Board.

Proceeds from the sale of excess ROW acquired with program funding must be paid back to the project fund as described in the master funding agreement.

## **APPLICATION GUIDELINES**

Funding allocations provided through M2 are determined through a competitive application process. Project selection is based upon merit utilizing a series of qualitative and quantitative criteria. Candidate projects are required to submit a financial plan with sufficient data to enable an adequate evaluation of the application. Each jurisdiction is provided broad latitude in formatting, content, and approach; however, key elements described below must be clearly and concisely presented to enable timely and accurate assessment of the project.

### ***Financial Details***

Each candidate project must include all phases through construction of facilities and implementation of service. The financial plan will include, at a minimum, the following information:

- Estimated project cost for each phase of development (planning, environmental, permitting, design, ROW acquisition, construction, and project oversight)
- Funding request for each phase of project implementation with match funding amounts and sources clearly identified
- Realistic project schedule for each project phase
- Demonstrated financial commitments for match funding and ongoing operations (through first six years of operation)
- Discussion of contingency planning for revenue shortfalls
- Revenue projections and methodology where on-site commercial activity or advertising revenue is expected to support implementation and/or operations costs
- ROW status and strategy for acquisition
- Revenue sharing proposals (where applicable)

### ***Technical Attributes***

The formal application must include feasibility and efficacy components to demonstrate transportation benefit to ensure the selected project(s) meet the spirit and intent of M2. Merit will be demonstrated through technical attributes and industry standard methodologies. The following site-specific data will be included and fully discussed in the application:

- Current employment estimates within five mile radius of project site (cite reference)
- Freeway lane miles within five mile radius of site (provided by OCTA upon request)
- Planned job density within 1500 feet radius of project boundary, based upon current general plan
- Planned housing density within 1500 feet radius of project boundary, based upon current general plan
- Daily transit boardings within five mile radius of project boundary (include rail and fixed-route bus/shuttle)
- Daily transit boardings growth within five mile radius of project boundary, with projection methodology fully presented for opening day operations
- Description of all transit modes serviced by the site at time of application
- Discussion of new transit modes (including high-speed rail) served by the site as a result of proposed project (opening day)
- Service coordination plan (how will proposed project facilitate transfer between transit services?)

### ***Other Application Materials***

Supporting documentation will be required to fully consider each project application. In addition to the funding plan described above, local agencies will be required to submit the following materials:

Council Resolution: A council resolution authorizing request for funding consideration with a commitment of project match funding (local sources) and operating funds as shown in the funding plan.

Lease/Cost Sharing Agreements: Copies of leases, cost sharing (match funding), and/or land dedication documents. Confidential agreements may be included by reference when accompanied by affidavit from City Treasurer or Finance Director.

Project Documentation: If proposed project has completed initial planning activities (such as project study report or equivalent, environmental impact report, or design), evidence of approval should be included with the application. Satisfactory evidence includes project approval signature page, engineer-stamped site plan, or other summary information to demonstrate completion or planning phases. The applicant will be asked for detailed information only if necessary to adequately evaluate the project application.

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<sup>i</sup> Public/private partnerships are defined as direct financial contributions or ROW dedications for eligible program activities.

<sup>ii</sup> Program should not build retail or other leasable space. Mixed use and transit oriented development elements will be the responsibility of others.

<sup>iii</sup> "Off-site" improvements adjacent to the project site such as monumentation, traffic control, etc.

**Project T Selection Criteria for Eligible Agencies and Projects**

**Financial Commitment (30 points)**

<b>Total project cost (information only)</b>	
\$ (capital)	(No points)
<b>Percent of M2 for capital</b>	
50% or less	16 points
51% to 65%	12 points
66% to 80%	8 points
81% to 90%	4 points
<b>Level of commitment from private partners</b>	
Investment agreement (binding)	8 points
Commitment letters	2 points
<b>OCTA concurrence with financial assumptions/analysis</b>	
Yes	6 points
No	0 points

**Transit Usage (20 points)**

<b>Existing transit boardings (within five miles)</b>	
>75,000 a day	4 points
50,000 to 75,000 a day	3 points
25,000 to 49,000 a day	2 points
<25,000 a day	1 point
<b>Transit boardings growth (within five miles)</b>	
>20,000 daily increase	8 points
15,000 to 20,000 daily increase	6 points
10,000 to 14,900 daily increase	4 points
<10,000 daily increase	2 points
<b>Consistent ridership projections</b>	
100% to 110% of OCTAM *	8 points
111 %to 120% of OCTAM	6 points
121 % to 140% of OCTAM	2 points
* Projections below OCTAM get 8 points	

**Readiness (20 points)**

<b>High-speed rail system status</b>	
In constrained 2008 RTP	10 points
Added in unconstrained RTP	2 points
<b>Land acquired for total project</b>	
Yes	5 points
No	0 points
<b>Project design status</b>	
Design complete	5 points
Environmental complete	3 points
PSR equivalent complete	1 point

**Intermodal Connections (18 points)**

<b>Number of current transit modes provided</b>	
>6	5 points
4 to 6	3 points
<4	1 point
<b>Future increase in the number of transit modes</b>	
>5 added	10 points
3 to 5 added	6 points
<3 added	2 points
<b>OCTA concurrence with intermodal analysis</b>	
Yes	3 points
No	0 points

**Regional Markets / Land Use (12 points)**

<b>Adjacent freeway lane miles (within five miles)</b>	
>500 lane miles	3 points
400 to 500 lane miles	2 points
<400 lane miles	1 point
<b>Current employment (within five miles)</b>	
>350,000	3 points
200,000 to 350,000	2 points
<200,000	1 point
<b>Planned job density within 1,500 feet</b>	
>2.0 avg. floor area ratio	3 points
1.5 to 2.0 avg. floor area ratio	2 points
<1.5 avg. floor area ratio	1 point
<b>Planned housing density within 1,500 feet</b>	
>35 dwelling units/acre	3 points
20 to 35 dwelling units/acre	2 points
<20 dwelling units/acre	1 point

\* OCTAM - Orange County Transportation Analysis Model







BOARD COMMITTEE TRANSMITTAL

**January 26, 2009**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Consideration of the San Diego Freeway (Interstate 405) Improvement Project for Future High-Occupancy Toll Lane and Design-Build Authority

Highways Committee Meeting of January 19, 2009

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Approve the consideration of the San Diego Freeway (Interstate 405) Improvement Project for the implementation of high-occupancy toll lanes utilizing the design-build and public-private partnership method of procurement and authorize staff to move forward with further evaluation of high-occupancy toll lanes and next steps in the project development process and any future project nomination process.



**January 19, 2009**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Consideration of the San Diego Freeway (Interstate 405) Improvement Project for Future High-Occupancy Toll Lane and Design-Build Authority

### **Overview**

Special session proposals related to State of California budget negotiations have included additional public-private partnership and design-build authority. The most recent proposal, Assembly Bill x1 5 (Evans, D-Santa Rosa), was vetoed by the Governor on January 6, 2009; however, similar proposals are expected to re-emerge as budget negotiations continue. Staff recommends that the Orange County Transportation Authority consider the option of adding high-occupancy toll lanes into the San Diego Freeway (Interstate 405) Improvement Project as a candidate for future public-private partnership and design-build project delivery.

### **Recommendation**

Approve the consideration of the San Diego Freeway (Interstate 405) Improvement Project for the implementation of high-occupancy toll lanes utilizing the design-build and public-private partnership method of procurement and authorize staff to move forward with further evaluation of high-occupancy toll lanes and next steps in the project development process and any future project nomination process.

### **Background**

On October 14, 2005, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved staff's recommendation to proceed with the San Diego Freeway (Interstate 405) major investment study's locally preferred strategy, alternative 4. This alternative proposed the addition of new lanes to Interstate 405 between the San Gabriel River Freeway (Interstate 605) to the north and the Costa Mesa Freeway (State Route 55) to the south, generally within the existing right-of-way.

A report on the project was presented to the Board in April 2008, and the related project study report was approved by the California Department of Transportation in July 2008. The report proposed two options for further development in addition to the no-build alternative. Build alternative 1 would add one general purpose lane in each direction, and build alternative 2 would add two general purpose lanes in each direction. Both of these alternatives would provide other improvements, including auxiliary lanes between on-ramps and off-ramps and local interchange improvements.

Assembly Bill (AB) x1 5 (Evans, D-Santa Rosa), approved in special session on December 18, 2008, and vetoed by the Governor on January 6, 2009, built upon authority granted by AB 1467 (Chapter 32, Statutes of 2006) and would have expanded the number of public-private partnership projects in California from four to ten - five projects in Southern California and five projects in Northern California. The bill also detailed performance objectives for the projects including improving mobility, implementing operational or safety improvements, and providing quantifiable air quality benefits. These public-private partnerships would be permitted to use the design-build method of procurement when selecting a contractor to design and construct any of the projects. The projects would also permit the awarding of contracts on the basis of the lowest bid or "best value" (i.e., a value determined by objective criteria, including price, features, functions, life-cycle costs, and other criteria).

While this bill was ultimately vetoed by the Governor, it is expected that this or a similar proposal will return to the Legislature for consideration as part of continued budget negotiations. At that time, there are a few key elements that were omitted from AB x1 5 that should be included in the next proposal. AB 1467 included Streets and Highways Code (SHC) Section 149.7, which allowed regional transportation planning agencies to develop and operate the public-private partnership project, rather than being simply the lessor as permitted in SHC Section 143; AB x1 5 only modified SHC Section 143. To enable future projects such as the 91 Express Lanes, which is operated by OCTA, this section would also need to be updated to reflect the expanded number of projects and updated deadlines.

### ***Discussion***

Under future potential authority, OCTA may be able to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes through a public-private partnership within its jurisdiction. There are numerous benefits to adding HOT lanes to the Interstate 405 Improvement Project. The HOT lanes could function much like the 91 Express Lanes, with

OCTA being the owner and a private operator managing the lanes. The additional costs of the HOT lanes compared to building general purpose lanes would be minimal and would be far outweighed by the revenues anticipated to be generated. In addition, the HOT lane facility would significantly alleviate congestion on this critical high-volume corridor and provide additional choices to commuters.

The current estimated cost from the project study report to add one or two general purpose lanes ranges from \$1.1 billion to \$1.85 billion, but only \$500 million is available in Renewed Measure M for this project. Implementing a HOT lane system on Interstate 405 would generate additional revenues to help fund these improvements and facilitate an early implementation of a more comprehensive traffic congestion relief project in the corridor. A traffic and revenue analysis is needed to determine the extent of additional funding that could be generated.

Assembly Bill x1 5 also contemplated the use of design-build delivery for the public-private partnership project. Under the design-build approach, an owner completes a preliminary design of a project and describes the final configuration and attributes of the desired facility. The owner then hires a design-build team, comprised of one or more contractors and one or more engineering design firms, who will complete the design and construct the project. The primary advantage of the design-build approach is to speed up project delivery by allowing design and construction activities to proceed concurrently rather than sequentially.

Based on a very preliminary analysis, design-build could result in an earlier project completion by one to two years as compared to the traditional design-bid-build schedule. This time savings would result from performing design in parallel with construction, advancing design ahead during the standard contract award period, and allowing the contractor to identify and build time savings into the sequencing and staging of construction activities.

Currently, the Interstate 405 project is in the initial stages of environmental analysis. If directed, an additional alternative to assess the HOT lanes can be evaluated with the other alternatives that include: 1) adding one general purpose lane in each direction, 2) adding two general purpose lanes in each direction, and 3) an alternative that fits within currently available funding through traditional sources.

The HOT lanes alternative would add one general purpose lane and one HOT lane in each direction; converting the existing carpool lane to a HOT lane would result in a total of two HOT lanes in each direction of Interstate 405. Analysis of these

**Consideration of the San Diego Freeway (Interstate 405) Improvement Project for Future High-Occupancy Toll Lane and Design-Build Authority** **Page 4**

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alternatives will include evaluating options to stay generally within the existing right-of-way. If the Board approves the consideration of Interstate 405 as recommended, staff will brief project corridor cities and other partners and stakeholders.

Staff intent is to undertake the environmental phase as expeditiously as possible since the freeway corridor improvements must be environmentally cleared before any necessary right-of-way acquisition can begin and before release of the final request for proposals document to the design-build teams under the design-build scenario. The environmental phase includes extensive public outreach, including scoping meetings during the initial stage of the process.

As the successful operator of the 91 Express Lanes, and having achieved accelerated design and construction completion of the Garden Grove Freeway (State Route 22) design-build HOV project, which has garnered multiple awards and recognitions, OCTA is ready to compete with other counties to implement HOT lanes as a public-private partnership project using design-build and to compete for anticipated federal economic stimulus funding.

Pending Board direction and the outcome of the possible enabling legislation, staff will return to the Board with more specific information regarding implementation strategy and schedule for this project.

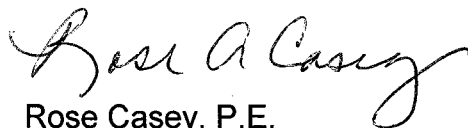
**Summary**

Staff is requesting that the Board approve the consideration of the Interstate 405 Improvement Project for the implementation of HOT lanes under future potential public-private partnership and design-build authority and authorize staff to move forward with further project development.

**Attachment**

None.

**Prepared by:**



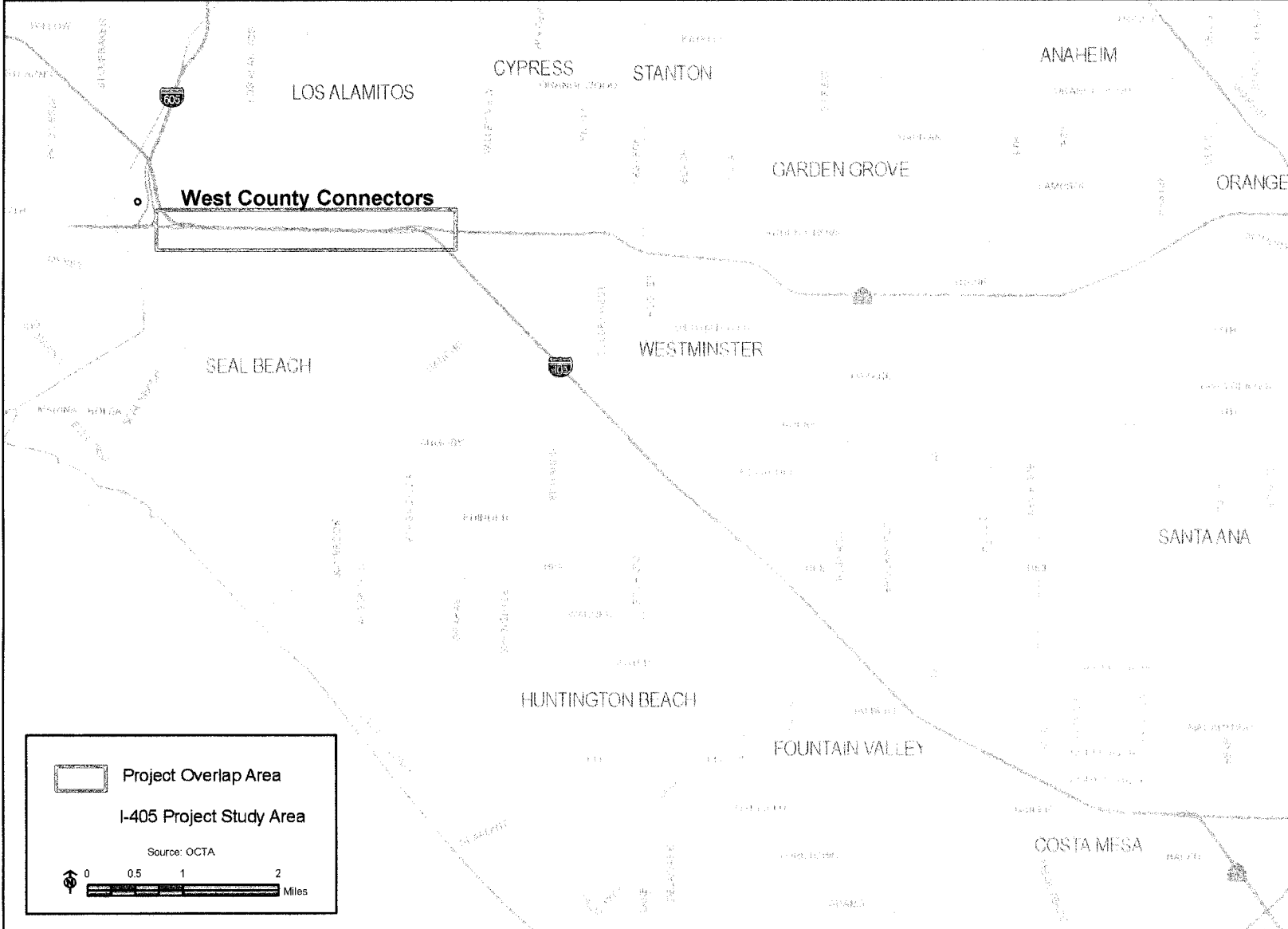
Rose Casey, P.E.  
Program Manager  
Highway Project Delivery  
(714) 560-5729

**Approved by:**



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

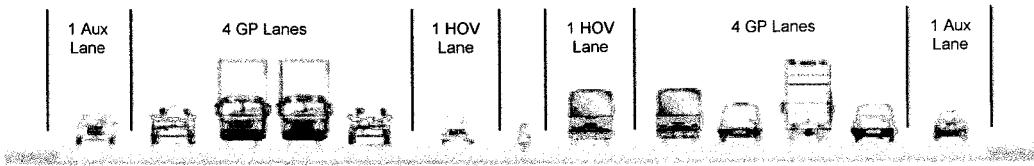
# Project Study Areas



# I-405 Improvement Project

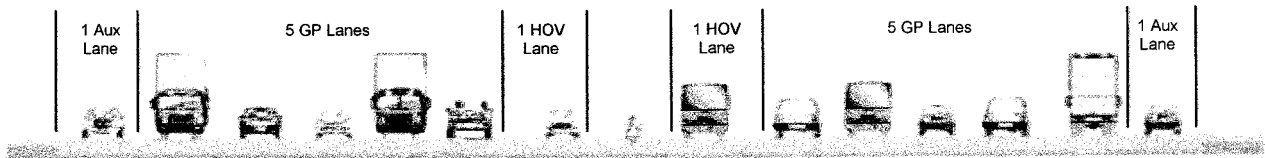


## Existing I-405 Corridor



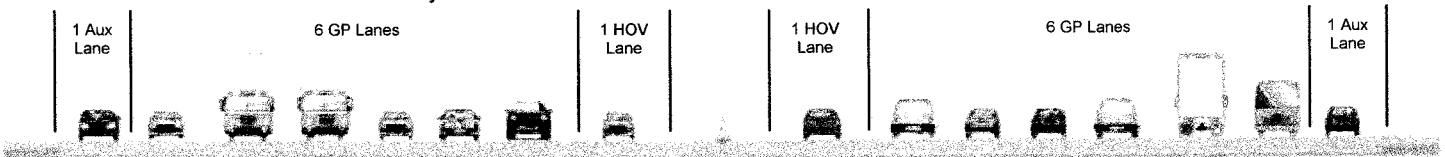
## Alternative 1 (Locally Preferred Strategy)

- Adds 1 general purpose lane
- Adds auxiliary lanes



## Alternative 2

- Adds 2 general purpose lanes
- Adds auxiliary lanes



## Alternative 3

- Adds 1 general purpose lane
- Adds 1 HOT lane from I-605 to SR-73
- Adds auxiliary lanes



## Alternative 4 Funding Constrained Alternative







MEMO

January 26, 2009

To: Members of the Board of Directors

From: Arthur T. Leahy, Chief Executive Officer

Subject: **Fourth Quarter Review of Chief Executive Officer's Goals for 2008**

This is the final report on the Chief Executive Officer's goals for calendar year 2008. The goals are comprehensive and address a wide range of key performance areas for the Orange County Transportation Authority (Authority). They also provide a useful instrument for monitoring results during the year.

Notable accomplishments during the fourth quarter include:

- Completion of the organizational readiness review which identified strengths and made recommendations to improve the organization's ability to delivery projects;
- The adoption and implementation of the bus transit fare increase;
- Completion of construction and successful operation of the CNG fueling facility at the Irvine Sand Canyon Base;
- The initiation of design for the widening of the Orange Freeway (State Route 57) between Katella and Lincoln;
- Completion and approval of the environmental document for the Ortega interchange on the San Diego Freeway (Interstate 5); and
- Completion of the South Orange County Major Investment Study with selection of the locally preferred strategy by the Board of Directors.

Six goals for the year have not been completed as detailed below.

- Goal Number 14 – *Complete Renewed Measure M Freeway Strategic Plan*. The initial request for proposals (RFP) to retain professional services to prepare the Renewed Measure M (M2) Freeway Strategic Plan resulted in only one bid. The procurement was cancelled, and the RFP was revised and reissued resulting in three proposals being received. The plan will be completed in March 2009.
- Goal Number 32 – *Advance development of Anaheim Regional Transportation Intermodal Center*. Consistent with the City of Anaheim's

direction due to current market conditions, the issuance of the request for qualifications is being delayed at this time.

- Goal Number 43 – *Advance West County Connectors (SR-22 Phase 2) freeway projects*. Final design was delayed by five months due to the federal funding approval process. Final design documents should be submitted to Caltrans in March 2009.
- Goal Number 45 – *Compensation and Classification Study*. Completion of this goal was partially delayed to allow employees additional time to complete the benefits survey. Furthermore, staff in the Human Resources Department required additional time to assess the consultant's recommendations for the salary structure. This study is anticipated to be present to the Board during the first quarter of 2009.
- Goal Number 47 – *Conduct Peer Review*. The self-assessment of the Internal Audit Department is underway. A new paperless system has been implemented and experiencing a few issues. The peer review will be scheduled following completion of the self-assessment and implementation of compliance protocols.
- Goal Number 48 – *Fare Collection System Integration Assessment*. The notice to proceed on this contract to conduct the assessment was not issued until September 17, 2008. The assessment is underway and scheduled for completion in June 2009.

The attachment provides a final update on the status of each goal. Please let me know if you have any questions.

ATL:psz  
Attachment

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b>CEO's Goal</b>	<b>Date</b>	<b>Summary</b>	<b>Performance Measurement</b>	<b>Divisional Responsibility</b>	<b>Status</b>
1	Begin environmental document for SR-57 project between Katella and Lincoln	First Quarter	This project is part of the Renewed Measure M Early Action Plan to add capacity to SR-57. Technical studies will be performed to evaluate the environmental impact of the project with a goal to prepare the draft environmental document by the end of the year.	<ul style="list-style-type: none"> <li>• Award consultant contract and begin environmental review</li> <li>• Conduct public outreach</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Contract negotiated and signed with consultant to begin environmental review of the project</li> </ul>
2	Complete freeway improvements along SR-22 between Valley View and the SR-55	First Quarter	Complete all construction activities.	<ul style="list-style-type: none"> <li>• Complete construction activities by contract date of January 25, 2008</li> <li>• Complete construction activities by GMR's anticipated date of March 31, 2008</li> <li>• Initiate assessment of project delivery method, with completion in Third Quarter</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• All improvements completed under the design-build contract. All facilities have been turned over to Caltrans</li> <li>• Landscaping maintenance and plant establishment will continue by contractor for three-years</li> <li>• Final report prepared for Legislative Analyst' Office</li> </ul>
3	Support Foothill South Project	First Quarter	Foothill South is an important element of county transportation system and TCA will be seeking approval from California Coastal Commission in February 2008.	<ul style="list-style-type: none"> <li>• Continue to communicate support for completion of the project</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Supported TCA at the Secretary of Commerce hearing on Sep 22</li> <li>• Sent support letter to Department of Commerce in early Sep 2008</li> <li>• Sent support letter from Chair of SOCMSIS to Department of Commerce in mid-Sep 2008</li> <li>• Discussion on next steps</li> </ul>
4	Initiate development of Renewed Measure M Water Quality Program	First Quarter	Start the process of designing guidelines for competitive program; seat oversight committee.	<ul style="list-style-type: none"> <li>• Progress on development of Project X in Renewed Measure M</li> </ul>	<b>Development, External Affairs &amp; Special Projects</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Formed Program Oversight Committee per the Ordinance</li> <li>• Initiated work with the Committee on program policies and guidelines</li> <li>• Developed questionnaire for public works directors to inventory catchbasin needs</li> <li>• Issued RFP to develop specific guidelines for call for projects</li> <li>• Developed priorities for first call for projects for consideration by Board</li> </ul>

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b>CEO's Goal</b>	<b>Date</b>	<b>Summary</b>	<b>Performance Measurement</b>	<b>Divisional Responsibility</b>	<b>Status</b>
5	Initiate development of the Environmental Mitigation and Resource Protection Master Agreement	First Quarter	Support development of master freeway mitigation plan by seating Environmental Oversight Committee.	<ul style="list-style-type: none"> <li>• Progress on development of master agreement between OCTA and resource agencies</li> </ul>	<b>Development, External Affairs &amp; Special Projects</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Began preparing digital inventory of biological resources and freeway impacts</li> <li>• Board approved preliminary criteria for evaluating the biological mitigation potential of properties that may be acquired or restored in Sep 2008</li> <li>• Board directed staff to implement a public outreach plan to build inventory of potential conservation sites in Sep 2008</li> <li>• Distributed public outreach package to 700+ stakeholders in December to build inventory</li> </ul>
6	Establish a commercial paper program that funds M2 Early Action Plan (EAP)	First Quarter	The Board of Directors approved a plan of finance using a commercial paper program to fund the EAP projects in November 2007. Funding will become available once all legal documents have been approved by the Board and the commercial paper notes have been sold to investors.	<ul style="list-style-type: none"> <li>• Implement commercial paper program to support cash flow requirements of the M2 EAP</li> </ul>	<b>Finance and Administration</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• First tranch of \$25 million issued in February 2008 and approximately \$15.3 million has been spent to date.</li> </ul>
7	FY 2008 Comprehensive Business Plan	First Quarter	The Comprehensive Business Plan is a financially constrained 20-year plan that details services levels for OCTA programs and sets the target for the annual budget.	<ul style="list-style-type: none"> <li>• Present the 2008 Comprehensive Business Plan to the Board of Directors on January 28, 2008</li> </ul>	<b>Finance and Administration</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Comprehensive Business Plan was approved by the Board January 28, 2008.</li> </ul>
8	Streaming audio of Board of Directors meetings via the Internet	First Quarter	The Board of Directors has directed staff to implement the technology necessary for the live audio of Board of Directors meetings to be accessible via the Internet.	<ul style="list-style-type: none"> <li>• Streaming audio of Board meetings will be available via the Internet</li> </ul>	<b>Finance and Administration</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Rolled out on June 23, 2008</li> </ul>
9	Support Board review of federal transportation legislation and development of policy recommendation	First Quarter	The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) authorizes the federal surface transportation programs for highways and transit through Sep 2009. OCTA will participate in the authorization of the next act.	<ul style="list-style-type: none"> <li>• Conduct a workshop on the reauthorization of the federal transportation program</li> </ul>	<b>Federal Relations</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• On February 25, a presentation on reauthorization was made to the Board which included a history of the federal program, the results of the 1909 Commission and a discussion of the next authorization program</li> </ul>

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b>CEO's Goal</b>	<b>Date</b>	<b>Summary</b>	<b>Performance Measurement</b>	<b>Divisional Responsibility</b>	<b>Status</b>
10	Internal Audit Standards	First Quarter	Finalize Internal Audit Policies & Procedures to ensure compliance with professional standards (GAO, AICPA, IIA). Conduct internal department training and adopt report language indicating compliance with standards.	<ul style="list-style-type: none"> <li>Revised Internal Audit Policies &amp; Procedures and report language</li> </ul>	Internal Audit	<b>Completed</b> <ul style="list-style-type: none"> <li>Comprehensive Audit Policies and Procedures were adopted in January and initial staff training was conducted</li> <li>Revisions/additional training will be ongoing</li> </ul>
11	Complete collective bargaining agreement negotiations with Transportation Communications International Union (TCU)	First Quarter	The collective bargaining agreement with TCU for the facilities maintenance, parts, and revenue employees will expire on March 31, 2008.	<ul style="list-style-type: none"> <li>The collective bargaining agreement between the OCTA and TCU is negotiated within approved Board of Directors parameters</li> </ul>	Human Resources and Organizational Development	<b>Completed</b> <ul style="list-style-type: none"> <li>Agreement ratified by the union membership on March 9</li> <li>Agreement approved by the Board of Directors on March 10</li> </ul>
12	Five-Year Strategic Transit Plan	First Quarter	Develop a five-year strategic plan from the Comprehensive Business Plan that considers fleet, facility, and personnel needs.	<ul style="list-style-type: none"> <li>Draft plan is developed</li> </ul>	Transit	<b>Completed</b> <ul style="list-style-type: none"> <li>Five-Year Strategic Transit Plan Overview was presented to the Transit Committee on June 12</li> <li>Final draft was distributed to the Board of Directors</li> </ul>
13	Begin construction phase of Orange Metrolink Station pedestrian underpass	Second Quarter	This project will improve passenger safety by constructing a pedestrian tunnel under the tracks at the Orange Metrolink Station.	<ul style="list-style-type: none"> <li>Construction contract awarded and construction activities underway</li> </ul>	Development	<b>Completed</b> <ul style="list-style-type: none"> <li>SCRRA awarded the construction contract in March 2008</li> <li>Construction schedule slipped due to rain delays. Completion now expected in April 2009.</li> </ul>
14	Complete Renewed Measure M Freeway Strategic Plan	Second Quarter	This plan will provide more detailed description of the Renewed Measure M Freeway projects, key considerations, and project benefits.	<ul style="list-style-type: none"> <li>Complete the final report</li> </ul>	Development	<b>Underway</b> <ul style="list-style-type: none"> <li>OCTA awarded the contract for this work in March 2008</li> <li>Work is underway and draft report will be completed in the first quarter 2009</li> </ul>
15	Develop project nominations for Proposition 1B Traffic Light Synchronization Program to advance Renewed Measure M traffic signal program	Second Quarter	Proposition 1B provides grants for signal synchronization projects to improve operations and the effective capacity of local streets and roads. Renewed Measure M includes a similar program.	<ul style="list-style-type: none"> <li>Submit project nominations for Proposition 1B Traffic Light Synchronization Program</li> </ul>	Development	<b>Completed</b> <ul style="list-style-type: none"> <li>OCTA submitted a Board-approved list of candidate projects in March 2008</li> <li>California Transportation Commission awarded OCTA \$4 million in TLSP funds in May 2008</li> </ul>

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b>CEO's Goal</b>	<b>Date</b>	<b>Summary</b>	<b>Performance Measurement</b>	<b>Divisional Responsibility</b>	<b>Status</b>
16	Complete organizational readiness review and implement appropriate recommendations to deliver projects	Second Quarter	An organizational readiness review is underway to determine OCTA's ability to deliver Renewed Measure M projects, projects funded by state transportation bonds, and services provided by OCTA.	<ul style="list-style-type: none"> <li>• Complete the final report</li> <li>• Recommend appropriate organizational changes to deliver projects and services</li> </ul>	<b>Executive Office</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• Assessment completed in December</li> <li>• Summary presented to the Board on January 12, 2009</li> <li>• Appropriate organizational changes to be addressed separately</li> </ul>
17	Complete Renewed Measure M Transit Strategic Plan	Second Quarter	This plan will develop concepts to coordinate transit projects to be funded by Renewed Measure M with existing transit services.	<ul style="list-style-type: none"> <li>• Complete the final report</li> </ul>	<b>Development &amp; Special Projects</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• At the direction of the 2020 Committee, completion of the Strategic Plan was tabled and staff was directed to proceed with development of guidelines for individual Renewed Measure M Transit Programs.</li> <li>• Staff developed and Board of Directors subsequently approved a set of Guiding Principles for the Renewed Measure M Transit Programs in June 2008. These principles establish broad policies to support the development of the guidelines.</li> <li>• Project "T" guidelines were reviewed by the Board in November 2008</li> <li>• Projects "S" and "V" guidelines were presented to the T2020 Committee in November 2008</li> </ul>
18	Complete SR-55 Access Study	Second Quarter	This project will assess the viability of potential projects to address the terminus of SR-55 at 19th Street and build consensus for solutions.	<ul style="list-style-type: none"> <li>• Complete the final report</li> <li>• Continue to involve public officials and stakeholders</li> </ul>	<b>Development &amp; External Affairs</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• Purpose and need approved, alternatives created and outreach conducted during March-April 2008</li> <li>• Over 450 comments received to date</li> <li>• 300 participants at three open houses in Costa Mesa and Newport Beach</li> <li>• Study schedule was extended to allow more time for public meetings and deliberation on potential solutions</li> <li>• Final report presented to Committee and Board in October 2008</li> </ul>

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b>CEO's Goal</b>	<b>Date</b>	<b>Summary</b>	<b>Performance Measurement</b>	<b>Divisional Responsibility</b>	<b>Status</b>
<b>19</b>	Continue advancement of grade crossing and quiet zone program	Second Quarter	Specific improvements are required to improve safety and implement railroad corridor quiet zones. Thirty-five percent engineering design is a key milestone in the project development process. A companion public awareness program will be launched.	<ul style="list-style-type: none"> <li>• 35% design submitted to SCRRRA, OCTA, and local cities for review</li> <li>• Conduct public outreach</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• 100% design plans were provided to the cities in mid September</li> <li>• Procurement for rail safety public involvement program underway</li> <li>• Right-of-way appraisals started</li> <li>• SCRRRA bid package released September 25, 2008</li> <li>• SCRRRA bids received in December 2008</li> </ul>
<b>20</b>	Begin Central County Corridor Major Investment Study, including the study of the extension of the Orange Freeway (State Route 57)	Second Quarter	Develop and implement a public participation program in support of Central County Corridor Study.	<ul style="list-style-type: none"> <li>• Begin MIS</li> <li>• Convene Central County Corridor MIS Policy Group in 2nd Quarter</li> <li>• Incorporation of outreach findings in project development activities</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Procurement for professional technical services completed in June 2008</li> <li>• Policy Advisory Committee convened in September 2008 and December 2008</li> <li>• Technical Working Group convened in September, October, November and December 2008</li> <li>• Stakeholder Working Group convened in November 2008</li> <li>• Initial Alternative Strategies being revised for review and action by the Policy Advisory Committee</li> </ul>



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21	Advance Metrolink expansion project to support doubling of service by 2010	Second Quarter	Initiate public outreach program to share information about service expansion, track work, parking facilities, and pedestrian bridges and undercrossings (Orange, Irvine, Tustin and Fullerton).	<ul style="list-style-type: none"> <li>• Submit 35% of the plans to SCRRA for review</li> <li>• Develop survey questions and public involvement program</li> <li>• Incorporate outreach findings in project development activities</li> </ul>	<b>External Affairs &amp; Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Fact sheets have been completed for Laguna Niguel/Mission Viejo, Irvine, Tustin, Orange, Fullerton, and Placentia stations</li> <li>• The OCTA website contains new information on the expansion program, grade-rail crossings, and rail safety</li> <li>• 100% track design completed in August 2008</li> <li>• SCRRA issued IFB on September 25, 2008</li> <li>• Right-of-way acquisition initiated</li> <li>• Four focus groups conducted in June and July</li> <li>• Awarded contract for qualitative research</li> <li>• SCRRA bids received in December 2008</li> </ul>
22	FY 2008-09 Annual Budget and Personnel & Salary Resolution	Second Quarter	The 2008-09 annual budget balances sources and uses of funds, without an unplanned use of reserves, and is consistent with the CBP and Board approved goals, policies, and procedures. The Personnel and Salary Resolution documents compensation policies and procedures adopted for administrative employees.	<ul style="list-style-type: none"> <li>• Staff will secure Board approval for the 2008-09 annual budget and 2008-09 Personnel &amp; Salary Resolution in June</li> </ul>	<b>Finance and Administration</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Budget and Personnel &amp; Salary Resolution approved June 9, 2008</li> </ul>
23	Internal Audit Risk Assessment & Administrative Software	Second Quarter	Implementation of audit software for use in performing annual risk assessment, monitoring audit findings and implementation of recommendations, producing timekeeping and productivity reports, standardizing workpaper templates and reports.	<ul style="list-style-type: none"> <li>• Software installation &amp; implementation</li> </ul>	<b>Internal Audit</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Audit leverage, work paper, timekeeping and reporting modules implemented in June</li> <li>• Risk Assessment module to be implemented FY 2009</li> </ul>

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24	Consider Bus Transit Fare Adjustment	Third Quarter	The Comprehensive Business Plan and the fiscal year 2008-2009 proposed budget both include a fare increase in bus transit service effective January 2009.	<ul style="list-style-type: none"> <li>• Develop fare adjustment scenarios</li> <li>• Conduct public outreach and public hearing on proposed bus fares</li> <li>• Secure Board of Directors' action on proposed bus fares</li> </ul>	<b>Finance and Administration and External Affairs</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• Fare Adjustment Scenarios went to F&amp;A Committee July 23, 2008 and Transit Committee on July 24, 2008</li> <li>• Proposed Fare Adjustment went to F&amp;A Committee on August 13, 2008, Transit Committee on August 14, 2008, and again to the F&amp;A Committee on September 10, 2008</li> <li>• Stakeholders mailings and information placed on buses in September</li> <li>• Action to conduct a public hearing and return to the Board with a recommended action plan approved by the F&amp;A Committee on October 8, 2008</li> <li>• Two community meetings scheduled October 13 and 16, 2008</li> <li>• Public Hearing at Board Meeting to be held on October 27, 2008</li> <li>• Board approved the Fare Adjustment on November 24, 2008</li> <li>• Implemented January 4, 2009</li> </ul>
25	Advance development of the I-405 Freeway project between SR-55 and I-605	Third Quarter	This project is part of the Renewed Measure M Early Action Plan. Technical studies will be performed to evaluate the environmental impact of the project.	<ul style="list-style-type: none"> <li>• Award consultant contract and begin environmental review</li> <li>• Complete Project Study Report</li> <li>• Conduct public outreach</li> </ul>	<b>Development</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• Consultant contract awarded on July 14, 2008</li> <li>• Outreach consultant selected in April and began work in June</li> <li>• Project Study Report completed</li> </ul>
26	Complete Oso Parkway signal synchronization demonstration project	Third Quarter	This is the second pilot signal synchronization project and intended to assist OCTA's efforts to develop and implement the Renewed Measure M countywide signal synchronization program.	<ul style="list-style-type: none"> <li>• Implement signal synchronization</li> <li>• Prepare final report on the project including assessment of travel time savings</li> </ul>	<b>Development</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• 34 signalized intersection were synchronized in Spring 2008</li> <li>• The project resulted in 20% increase in average speed throughout the day</li> </ul>
27	Finalize last M1 call for Street and Road projects	Third Quarter	This action will allocate the remaining portion of the 1990 Measure M Regional Streets and Roads programs.	<ul style="list-style-type: none"> <li>• Approve allocation of funds to cities</li> </ul>	<b>Development</b>	<p><b>Completed</b></p> <ul style="list-style-type: none"> <li>• Call for projects finalized in June 2008</li> </ul>

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28	Complete installation of CNG fueling station at Anaheim Base	Third Quarter	CNG fueling facilities are required to support the new CNG fleet to be based at Anaheim Base.	<ul style="list-style-type: none"> <li>• Facility is constructed and operational</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Electrical upgrades completed July 19, 2008</li> <li>• Construction and equipment start-up completed in July 2008</li> <li>• Performance testing was conducted on August 4, 2008 and indicated Southern California Gas Co. (SCG) should increase gas pressure</li> <li>• SCG addressing the issue</li> <li>• Maintenance and operations portion of contract began on Sep 1, 2008</li> <li>• Buses are being fueled on a daily basis</li> <li>• Performance test successfully passed by Trillium on October 28, 2008</li> </ul>
29	Complete construction of CNG fueling station at Irvine Sand Canyon Base	Third Quarter	CNG fueling facilities are required to support the new CNG fleet to be based at Irvine Sand Canyon Base.	<ul style="list-style-type: none"> <li>• Facility is constructed and operational</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Third party inspection firm reviewed equipment on September 11, 2008</li> <li>• Substantially completed construction work on September 12, 2008</li> <li>• Gas Company completed installation of natural gas service line to the site on December 12, 2008</li> <li>• Throughput performance test successfully passed by Clean Energy on December 20, 2008</li> <li>• Buses are being fueled on a daily basis</li> </ul>
30	Complete the Metrolink destination signage pilot program	Third Quarter	This project will provide improved track specific signage for Metrolink stations in Orange County.	<ul style="list-style-type: none"> <li>• Project is complete and in service</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Installation completed the last week in June</li> </ul>
31	Begin final design of SR-57 project between Katella and Lincoln	Third Quarter	Authorize consultant to begin work on final design.	<ul style="list-style-type: none"> <li>• Approve contract task order to begin design</li> <li>• Host public scoping meetings</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Public involvement program consultant selected</li> <li>• Final Design will be prepared in tandem with environmental assessment work</li> <li>• Environmental work was initiated in early 2008 and needs to progress sufficiently to allow start of at-risk-design</li> <li>• Design activity began in November 2008</li> <li>• Schedule to complete design and begin construction is unchanged</li> </ul>

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32	Advance development of Anaheim Regional Transportation Intermodal Center	Third Quarter	Advance development of ARTIC through expressions of interest and request for qualifications.	<ul style="list-style-type: none"> <li>• Request for Expressions of Interest submittals</li> <li>• Develop and issue request for qualifications for development of ARTIC</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Underway</b> <ul style="list-style-type: none"> <li>• Request for Information completed</li> <li>• OCTA supporting City of Anaheim efforts to prepare Request for Qualifications</li> <li>• The Urban Land Institute (ULI) Technical Assistance Panel (TAP) completed</li> <li>• OCTA and City of Anaheim have finalized a cooperative agreement to define roles and responsibilities for continued project development</li> <li>• Development of scopes of work for environmental and design work are complete</li> </ul>
33	Complete Orange County / Los Angeles Intercounty Study	Third Quarter	This study evaluates the major cross county transportation corridors, including the Pacific Electric right-of-way, and will make recommendations on opportunities for improvement.	<ul style="list-style-type: none"> <li>• Elected officials and community workshops conducted in April</li> <li>• Complete the final report</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Board approved statement of Purpose &amp; Need and alternatives in March 2008</li> <li>• Study brochure mailed to 1,400 residents with 85 surveys completed</li> <li>• 70 people participated in online survey</li> <li>• Elected officials workshop held in April 2008 and two public open houses were held in May 2008 to present the modified options recommended for detailed studies as part of next steps</li> </ul>
34	Advance construction of the I-5 Gateway freeway project by completing the Stanton Avenue overcrossing	Third Quarter	Advance construction and open the new bridge over I-5 at Stanton Avenue. Continue outreach program and communicate project status and construction impacts.	<ul style="list-style-type: none"> <li>• Open the new Stanton Bridge to traffic</li> <li>• Conduct outreach, monitor comments, and track issues</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Stanton Avenue bridge opened March 21, 2008, one month early</li> <li>• 75 dignitaries, media and others attended project tour</li> <li>• Outreach on closures ongoing</li> </ul>
35	Evaluate benefits of Rubberized Asphalt on the SR-22	Third Quarter	Evaluate noise reduction levels of the rubberized asphalt using scientific methodology and monitor awareness and perception of SR-22 rubberized asphalt project.	<ul style="list-style-type: none"> <li>• Report findings to Board</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Noise readings completed</li> <li>• Findings reported to Board August 11, 2008</li> </ul>

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36	Obtain fair share of Trade Corridor Improvement (TCIF) account funding from Proposition 1B	Third Quarter	In cooperation with the Southern California Consensus Working Group and the OCTA Development Division, develop and implement strategy to receive an equitable share of TCIF funds.	<ul style="list-style-type: none"> <li>• If TCIF funds are included in the FY 2008-2009 state budget, Southern California and Orange County should receive an equitable share of funds</li> </ul>	<b>State Relations &amp; Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• CTC approved funding, totaling \$218 million, for eight Orange County projects</li> <li>• Funds included in FY 2008-2009 state budget; however, no Orange County projects ready for allocation of funds</li> </ul>
37	Obtain fair share of State Local Partnership Program (SLPP) account funding from Proposition 1B	Third Quarter	In cooperation with the Development Division, develop and implement a strategy to receive an equitable share of SLPP funds.	<ul style="list-style-type: none"> <li>• If SLPP funds are included in the FY 2008-2009 state budget, Orange County should receive an equitable share of funds</li> </ul>	<b>State Relations &amp; Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Program and funding included in FY 2008-2009 budget will result in approximately \$84 million for Orange County projects to be distributed over a five year period</li> </ul>
38	Secure passage of legislation to eliminate the four foot buffer requirement on the SR-55 high occupancy vehicle lane	Third Quarter	In cooperation with the Development Division and OCTA's state legislative advocate, develop and implement a strategy to secure the passage of this bill.	<ul style="list-style-type: none"> <li>• Bill signed by Governor</li> </ul>	<b>State Relations &amp; Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Signed by the Governor on June 6, 2008</li> </ul>
39	Complete environmental document for I-5/Ortega Interchange	Fourth Quarter	Work with City of San Juan Capistrano to compete environmental document.	<ul style="list-style-type: none"> <li>• Approve environmental document</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Draft environmental document, prepared by City of San Juan Capistrano, was released for public review in late-March</li> <li>• City Council, by resolution, supported Alternative 3 of the environmental document on January 6, 2009.</li> <li>• Caltrans now proceeding with final design.</li> </ul>
40	Initiate I-5 Project Study Report	Fourth Quarter	This project will prepare conceptual engineering for the I-5 (between SR-73 and I-405) improvement recommendations that will be developed as part of the South Orange County Major Investment Study.	<ul style="list-style-type: none"> <li>• Initiate conceptual engineering work</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Procurement for professional services completed in Jun 2008</li> </ul>

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41	Complete South Orange County Major Investment Study	Fourth Quarter	This study will define the scope of major transportation improvements in South Orange County.	<ul style="list-style-type: none"> <li>• Complete the major investment study</li> <li>• Incorporate outreach findings in project development activities</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Reduced set of alternatives approved in March 2008</li> <li>• Three open houses held in Laguna Hills, Lake Forest, and Dana Point</li> <li>• Third survey posted online for public feedback</li> <li>• Presentations were offered to all 14 cities and given to 12 city councils that accepted the offer</li> <li>• Locally Preferred Strategy adopted by Policy Advisory Committee on July 16, 2008, and the Board on October 10, 2008</li> <li>• LPS approved by Board in October 27, 2008, and circulated to cities</li> </ul>
42	Monitor public perception of Signal Synchronization pilots	Fourth Quarter	Gather public responses to Euclid and Oso signal synchronization pilots to determine public perception.	<ul style="list-style-type: none"> <li>• Track public responses</li> <li>• Incorporate findings in final study reports</li> </ul>	<b>External Affairs &amp; Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Completed findings from public responses for Euclid and Oso</li> <li>• Press conference held July 21, 2008, on Oso Parkway</li> <li>• Developing outreach plan for future signal synchronization projects</li> <li>• Outreach Program to L&amp;C Committee on October 16, 2008</li> <li>• Technical Advisory Committee meeting held on October 22, 2008</li> </ul>
43	Advance West County Connectors (SR-22 Phase 2) freeway projects	Fourth Quarter	Complete and submit to Caltrans the final design for the two projects for advertisement of construction in 2009.	<ul style="list-style-type: none"> <li>• Conduct comprehensive public outreach</li> <li>• Submit final design documents to Caltrans</li> </ul>	<b>Development &amp; External Affairs</b>	<b>In Progress</b> <ul style="list-style-type: none"> <li>• City council briefings were held for Westminster, Garden Grove, Los Alamitos, Seal Beach, and Rossmoor</li> <li>• Final design is underway (design start-up was delayed by five months due to federal funding approval process)</li> <li>• 150 responses from e-survey to community</li> <li>• 20 stakeholder briefings conducted with 75 participants</li> <li>• Open houses conducted in July and August with 300 participants</li> <li>• Developed database of 2,600 stakeholders</li> </ul>

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44	Prepare to launch Harbor Boulevard Bus Rapid Transit service	Fourth Quarter	Develop marketing and communications program in support of Harbor Boulevard BRT launch.	<ul style="list-style-type: none"> <li>• Marketing and communications plan approved by Board of Directors</li> </ul>	<b>External Affairs &amp; Transit</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Bravo! brand selected</li> <li>• Finalizing marketing and communications plan</li> <li>• Bus decal art for branding complete</li> <li>• Shelter designs underway</li> <li>• Ongoing meetings with corridor cities</li> <li>• First article bus received</li> </ul>
45	Compensation and Classification Study	Fourth Quarter	The purpose of the compensation and classification study is to develop a fair and equitable classification system, a market based pay system and incentive plans (merit based), appropriate job descriptions, as well as establish compensation policies and procedures that are aligned with OCTA's philosophy and strategic objectives.	<ul style="list-style-type: none"> <li>• Present study findings and adopt Board approved recommendations</li> </ul>	<b>Human Resources and Organizational Development</b>	<b>In Progress</b> <ul style="list-style-type: none"> <li>• Initial documents received from Segal on proposed grade structure</li> <li>• Census report of incumbents being reviewed</li> <li>• Proposed Staff Report being reviewed</li> <li>• Initial documents received from Segal on proposed job descriptions</li> <li>• Timeline has been modified to align with Committee and Board schedules</li> </ul>
46	Comprehensive Annual Financial Reporting	Fourth Quarter	The Comprehensive Annual Financial Report (CAFR) presents the fiscal year-end financial statements for the OCTA.	<ul style="list-style-type: none"> <li>• Earn an unqualified audit opinion and earn the Government Finance Officers Association Certificate of Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR)</li> <li>• Earn an unqualified audit opinion for the financial statements of the 91 Express Lanes and the Local Transportation Authority</li> </ul>	<b>Finance and Administration</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Completed on October 31, 2008 and approved by the Board of Directors in December</li> <li>• The financial statements earned an unqualified opinion.</li> <li>• The CAFR was submitted to the GFOA for consideration of it's Excellence in Financial Reporting Award. Anticipate receipts of the award during the 2nd quarter of 2009.</li> </ul>
47	Conduct Peer Review	Fourth Quarter	Schedule a Quality Assurance Program (peer review) audit of the OCTA Internal Audit Department.	<ul style="list-style-type: none"> <li>• Complete self assessment and scheduled peer review</li> </ul>	<b>Internal Audit</b>	<b>In Progress</b> <ul style="list-style-type: none"> <li>• Self Assessment is underway</li> <li>• Association of Local Government Auditors has been contacted concerning possible timeframe for review</li> <li>• Peer review will be scheduled following completion of self assesement and implementation of protocols</li> </ul>

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48	Fare Collection System Integration Assessment	Fourth Quarter	Hire a consultant to develop a plan for fare integration among OCTA, Metrolink, and other local operators within the county. Investigate integration strategies and technology availability to support a coordinated approach to establish fare policies and collection methods that promote convenience among transit users.	<ul style="list-style-type: none"> <li>• Release RFP and select consultant to support project - First Quarter</li> <li>• Complete assessment and develop action plan - Fourth Quarter</li> </ul>	<b>Transit</b>	<b>Underway</b> <ul style="list-style-type: none"> <li>• Contract was awarded at the August 25, 2008, Board meeting</li> <li>• Notice to proceed was issued on September 17, 2008</li> <li>• Researched existing agreements and technologies currently utilized by peer and neighbor agencies</li> <li>• Discussed with neighbor agencies fare integration strategies</li> </ul>
49	Assist with securing funds to advance improvements on I-5 at Oso Parkway	Yearlong	Work with Caltrans District 12 to secure funding to advance improvements on I-5 at Oso Parkway	<ul style="list-style-type: none"> <li>• Funding is identified to improve the I-5 at Oso Parkway</li> </ul>	<b>Development</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• CTC approved project advancement and allocation request in June 2008</li> <li>• Construction began in September 2008</li> </ul>
50	LOSSAN Rail Corridor Service Integration	Yearlong	Continue efforts to integrate passenger rail services in the San Diego-Los Angeles-San Luis Obispo rail corridor, including development of a corridorwide strategic plan.	<ul style="list-style-type: none"> <li>• Release RFP and select consultant to support a corridorwide strategic plan for Amtrak, Coaster, and Metrolink - Second Quarter</li> <li>• Develop an integrated passenger timetable - Third Quarter</li> </ul>	<b>Development</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Contract C-8-0548 executed and awarded to Wilbur Smith Associates for corridor wide strategic plan</li> <li>• Approval of a grant to partially fund development of integrated passenger timetable is pending Caltrans</li> <li>• Project partner meetings underway</li> <li>• Development of market analysis is completed</li> <li>• Onboard and telephone survey's completed</li> <li>• Service alternatives being developed</li> </ul>



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51	Continued participation in five-county transportation coalition	Yearlong	Participate in five-county coalition to address goods movement and issues of regional significance.	<ul style="list-style-type: none"> <li>• Receive fair share of goods movement transportation bond for Southern California and Orange County</li> <li>• Receive fair share of container fee that may be implemented at the ports of Los Angeles and Long Beach for mitigation of goods movement impacts in Orange County</li> <li>• Develop federal surface transportation authorization principles in support of Southern California's needs</li> </ul>	<b>Development</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• CTC approved funding, totaling \$218 million, for eight Orange County projects in April 2008</li> <li>• SB 974 (container fee bill) vetoed by the Governor</li> <li>• Continuing to coordinate with Southern California agencies to develop goods movement revenue source</li> <li>• Coordinating with Southern California agencies to ensure equitable distribution of federal recovery funding</li> </ul>
52	Explore enhancing integration and coordination with Caltrans District 12	Yearlong	Continue to explore ways to refine the working relationship and sharing of responsibilities between Caltrans and OCTA for programming and funding of projects and for accelerating project delivery.	<ul style="list-style-type: none"> <li>• Developing consistent project priorities</li> <li>• Success in awarding of funding requests</li> <li>• Meeting project delivery milestones</li> </ul>	<b>Development</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Regular monthly meetings have been set up to review project status and resolve inter-agency issues</li> <li>• All parties have agreed to the baseline delivery plan for the Prop 1B projects</li> </ul>
53	Advance Go Local transit projects	Yearlong	Provide support in the development of Go Local projects and develop criteria for the allocation and award of Step 2 funding for further project development.	<ul style="list-style-type: none"> <li>• Approve allocation of funds to cities by second quarter</li> <li>• Provide ongoing support and monitoring</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Executed agreements with cities of Anaheim and Santa Ana for Step Two fixed-guideway project development</li> <li>• RFP received from fixed-guideway program management consultant</li> <li>• Board approved 27 bus/shuttle project concepts to move forward into Step Two. Four firms have been retained as a bench to assist OCTA with this effort</li> <li>• Two of the four outstanding teams submitted final reports</li> </ul>

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54	Advance high occupancy vehicle lanes policy changes	Yearlong	Advance progress on continuous access to HOV lanes on other freeways and implement outreach program to increase awareness of the SR-22 HOV lanes and other freeways if implemented.	<ul style="list-style-type: none"> <li>• Caltrans to complete project study report for continuous access on SR-55 in second quarter</li> <li>• Sufficiency of public notification as reflected by Board of Directors comment, public comment, media information</li> </ul>	<b>Development &amp; External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Project Study Report for continuous access to SR-55 HOV lanes was completed in May 2008 by Caltrans</li> <li>• Continuous access was implemented on SR-55 in August 2008</li> <li>• Finalized scope of work for follow-up survey to measure public support for continuous access</li> </ul>
55	Increase bus system marketing to potential riders	Yearlong	Create awareness and trial use of buses through grassroots route promotions and integrated marketing, outreach, media relations, and pass sales program.	<ul style="list-style-type: none"> <li>• Conduct marketing and public information activities with an average of at least one time each week</li> </ul>	<b>External Affairs</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Conducted Summer Youth Bus Pass program - a 57% increase over 2007 sales; boardings increased 68% over 2007</li> <li>• Conducted OC Flyer service program - 6,161 boardings, an increase of 211% over 2007</li> <li>• Conducted 28 outreach events</li> <li>• Launched system-wide ridership program; promotion offered free one-day bus pass; 3,027 redeemed, represented 2% usage rate for program</li> <li>• Launched Express Route promotion with two free one-way bus passes; increase boardings for July and August on intercounty routes (701 and 721); up 14% compared to previous year</li> <li>• Launched Ralphs pass sales promotion; sales of multi-day passes sold at Ralphs represent 25% of total passes sold in May-July</li> <li>• Conducted "Dump the Pump" program in June - resulted in 45,088 boardings and 2.3 impressions from the media and 673,563 impressions from seven newspaper ads</li> </ul>
56	Grow Vanpool Program and file timely National Transit Database reports	Yearlong	Continue to monitor and grow the new Vanpool Program with timely federal report filing to ensure receipt of 5307 federal funding.	<ul style="list-style-type: none"> <li>• Expand program by 10%, increasing number of participating vans from 160 to 176 vans</li> </ul>	<b>External Affairs</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Exceeded goal with 275 vanpools at end of 2008</li> <li>• Submitted first NTD report - approximate return on investment of \$1.7 million</li> </ul>

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57	Participate with the Riverside County Transportation Commission to extend the 91 Express Lanes into Riverside County	Yearlong	Consult with Riverside County on proposed 91 Express Lanes extension to I-15.	<ul style="list-style-type: none"> <li>• Monitor progress and conduct follow-up analysis</li> <li>• Legislation enacted to allow extension of the toll lanes</li> </ul>	<b>Finance and Administration and State Relations</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• SB 1316 authored by Senator Correa, and co-authored by Assembly Member Spitzer, passed the Senate and Assembly</li> <li>• Bill signed by the Governor on September 30, 2008</li> <li>• Continuing to work with RCTC on implementation of legislation</li> </ul>
58	Maintain farebox recovery of 20% for fixed route system	Yearlong	Fares are to cover at least 20% of the cost to operate the fixed route transit system.	<ul style="list-style-type: none"> <li>• Recover 20% of operating costs for fixed route system from fares</li> </ul>	<b>Finance and Administration and Transit</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Fiscal Year 2007-08 farebox recovery rate was 20.5%</li> <li>• Farebox recovery rate for the first half of FY 2008-09 was 20.05%</li> </ul>
59	Bus Rapid Transit	Yearlong	Continue advancement of BRT service through preparation of operations plan.	<ul style="list-style-type: none"> <li>• Complete operations plan - First Quarter</li> <li>• Commence design and technology tasks on bus stop improvements and the information systems that will support the program - Second Quarter</li> <li>• Board approval to release bid documents for public works construction associated with bus stop improvements - Fourth Quarter</li> </ul>	<b>Transit</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Presented the BRT Operations Plan to the Board in June 2008 for the Route 543 Harbor Boulevard Corridor</li> <li>• Executed the BRT shelter/station and technology contracts</li> <li>• Conducted 80 meetings with agencies and stakeholders across Orange and Los Angeles Counties to progress the shelter/station and technology design efforts</li> <li>• Working towards completing the 30% preliminary design by finalizing the conceptual shelter and station designs, identifying real-time passenger information system infrastructure requirements, and collecting data for traffic signal synchronization and transit signal priority for all three corridors</li> </ul>
60	Transit - Maintenance Efficiency	Yearlong	Maintain miles between road calls at 12,000.	<ul style="list-style-type: none"> <li>• The average number of miles between road calls is at least 12,000</li> </ul>	<b>Transit</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• Miles between road calls through December is at 12,342</li> </ul>

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61	Transit - Fleet Cleanliness	Yearlong	Maintain a fleet that is clean and graffiti free.	<ul style="list-style-type: none"> <li>• Fleet is clean with zero tolerance for graffiti</li> </ul>	<b>Transit</b>	<b>Ongoing</b> <ul style="list-style-type: none"> <li>• All graffiti incidents logged in were handled prior to pull-out. Maintenance in conjunction with operations is able to maintain a zero tolerance program.</li> </ul>
62	Transit - Delivery of Revenue Vehicles	Yearlong	Continue to provide quality control and assurance to accept 299 compressed natural gas buses from New Flyer.	<ul style="list-style-type: none"> <li>• Accept 99 buses from New Flyer during 2008</li> <li>• Final delivery of all buses expected in mid-2009</li> </ul>	<b>Transit</b>	<b>Completed</b> <ul style="list-style-type: none"> <li>• Through December, OCTA has conditionally accepted 297 of 299 buses from New Flyer</li> <li>• Staff working with vendor to resolve defects</li> </ul>
63	Transit - Passenger Service	Yearlong	Provide 70 million passenger boardings and increase passenger boardings per hour.	<ul style="list-style-type: none"> <li>• Achieve 70 million passenger boardings</li> <li>• Achieve an average of 34 passenger boardings per revenue vehicle hour for fixed route</li> <li>• Achieve an average of 1.9 passenger boardings per revenue vehicle hour for ACCESS</li> </ul>	<b>Transit</b>	<b>Through December:</b> <ul style="list-style-type: none"> <li>• Boardings are up by 5% from the prior year period</li> <li>• Year-end is at 68.8 million boardings</li> <li>• Boardings per revenue vehicle hour for fixed route is at 35.4</li> <li>• Boardings per revenue vehicle hour for ACCESS is at 2.1</li> </ul>