



**Notice of Special Meeting  
Orange County Transportation Authority  
Board of Directors**

**Notice Is Hereby Given** that a Special Meeting of the Orange County Transportation Authority Board of Directors is hereby called to be held on:

**Monday, May 14, 2007, at 8:30 a.m.**

Orange County Transportation Authority  
600 South Main Street - Room 103  
Orange 92868

**Public Comments**

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 for all comments, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.

**1. Closed Session**

- A. Pursuant to Government Code Section 54956.9(a) to discuss Heyser v. Orange County Transportation Authority; OCSC No. 06CC08665.
- B. Pursuant to Government Code Section 54956.9(b).
- C. Pursuant to Government Code Section 54957.6 to meet with Orange County Transportation Authority designated representative Sherry Bolander regarding collective bargaining agreement negotiations with the Teamsters Local 952 representing the coach operators.

**Adjournment**

The regular meeting of the OCTA/OCSAFE/OCSSAAV/OCLTA/OCTD follows at **9:00 a.m. on May 14, 2007**, at OCTA Headquarters at 600 South Main Street, First Floor - Room 154, Orange, California.

\_\_\_\_\_  
Carolyn V. Cavecche  
Chairman

**Date:** Monday, May 14, 2007

**Time:** 9:00 a.m.

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



## **BOARD AGENDA**

Orange County Transportation Authority Board Meeting  
OCTA Headquarters  
First Floor - Room 154, 600 South Main Street  
Orange, California  
***Monday, May 14, 2007, at 9:00 a.m.***

*ACTIONS*

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

### **Invocation**

Director Campbell

### **Pledge of Allegiance**

Director Pringle

### **Agenda Descriptions**

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

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

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



## BOARD AGENDA

### ACTIONS

### Special Matters

There are no Special Matters items.

### Consent Calendar (Items 1 through 26)

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

### Orange County Transportation Authority Consent Calendar Matters

#### 1. Approval of Board Member Travel Request

Approval of request by Director Arthur C. Brown to travel from June 2, 2007, to June 7, 2007, to attend the American Public Transportation Association 2007 Rail Conference in Toronto, Canada.

#### 2. Approval of Minutes

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of April 23, 2007.

#### 3. Fiscal Year 2006-07 Internal Audit Plan, Third Quarter Update

Kathleen M. O'Connell

##### *Overview*

The Orange County Transportation Authority Board of Directors adopted the Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan on July 12, 2006. This update is for the third quarter of the fiscal year.

##### *Recommendation*

Receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan.



## BOARD AGENDA

### ACTIONS

4. **Investment Activities October 1 through December 31, 2006, Financial and Compliance Review**  
Kathleen M. O'Connell

#### **Overview**

The Internal Audit Department has completed a review of investment activities for the period October 1, 2006, through December 31, 2006. Based on the review, it appears that the Orange County Transportation Authority is in compliance with its debt, investment and accounting objectives, policies and procedures.

#### **Recommendation**

Receive and file the Investment Activities October 1 through December 31, 2006, Financial and Compliance Review, Internal Audit Report No. 07-023.

5. **Freeway Retrofit Soundwall Program Revisions**  
Arshad Rashedi/Kia Mortazavi

#### **Overview**

The Orange County Transportation Authority continues to work cooperatively with the California Department of Transportation to address the need for retrofit soundwalls along the Orange County freeway system. Development of the Orange County Freeway Retrofit Soundwall Program continues to advance at six study locations. Staff first presented this report to the Regional Planning and Highways Committee on March 19, 2007. At that time, the Committee requested further clarification on the revised policy documents regarding the aesthetic enhancements to the soundwalls. These adjustments are addressed in the discussion portion of this report.

#### **Recommendations**

- A. Direct staff to continue cooperative efforts with the California Department of Transportation to develop projects in support of the Freeway Retrofit Soundwall Program.
- B. Approve the revisions to the existing Freeway Retrofit Soundwall Policy to conform to the updated California Department of Transportation Traffic Noise Analysis Protocol and to allow local jurisdictions to upgrade soundwalls outside the freeway right-of-way at their cost.



## BOARD AGENDA

### ACTIONS

6. **Consultant Selection for Project Report and Environmental Document Services for Improvements on Westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5)**

Arshad Rashedi/Kia Mortazavi

#### **Overview**

The Orange County Transportation Authority (OCTA) is advancing a Renewed Measure M freeway project to relieve congestion along the westbound direction of the Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5). Proposals and statements of qualifications were solicited for services to prepare the Project Report and Environmental Document for this project in accordance with the Orange County Transportation Authority's procurement procedures for the retention of consultants to perform architectural and engineering work. Board of Directors approval is requested for the selection of a firm to perform the required work.

#### **Recommendations**

- A. Select DMJM Harris/AECOM as the top ranked firm to prepare the Project Report and Environmental Document for the westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5).
- B. Authorize the Chief Executive Officer to request a cost proposal from DMJM Harris/ AECOM and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.

7. **South Orange County Major Investment Study - Mobility Problem Purpose/Need and Initial Set of Alternative Strategies**

Charlie Larwood/Kia Mortazavi

#### **Overview**

The Orange County Transportation Authority is conducting a Major Investment Study for the south Orange County area. Current efforts are presented for Board of Directors review and approval.



## BOARD AGENDA

### ACTIONS

#### 7. (Continued)

##### ***Recommendations***

- A. Approve Mobility Problem and Statement of Purpose and Need as described.
- B. Approve the Initial Set of Alternative Strategies.
- C. Direct staff to return by September 2007, with the initial Screening Report and a reduced set of recommended Conceptual Alternatives.

#### 8. **Agreements for Project Engineering Consultant Services for Phase II of the Garden Grove Freeway (State Route 22)**

T. Rick Grebner/Kia Mortazavi

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

The Orange County Transportation Authority proposes to enter into agreements with Parsons Transportation Group, Inc., and TRC Solutions, Inc., selected by the Board of Directors on November 27, 2006, to provide engineering services for Phase II of the Garden Grove Freeway (State Route 22). As requested by the Board of Directors, the proposed agreements are submitted for review prior to contract execution.

##### ***Recommendations***

- A. Review and approve Agreement C-6-0636 with Parsons Transportation Group, Inc., in an amount not to exceed \$13 million, to provide engineering services for the easterly segment of Phase II of the Garden Grove Freeway (State Route 22).
- B. Review and approve Agreement C-7-0220 with TRC Solutions, Inc., in an amount not to exceed \$13 million, to provide engineering services for the westerly segment of Phase II of the Garden Grove Freeway (State Route 22).



## BOARD AGENDA

### ACTIONS

#### 9. **Cooperative Agreements with Cities of Cypress and La Palma for the Go Local Program**

Jeanne Spinner LaMar/Kia Mortazavi

##### **Overview**

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Cypress and La Palma to establish roles and responsibilities and define proposed project concepts for step one of the Go Local program.

##### **Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0773 between the Orange County Transportation Authority and the City of Cypress, in an amount not to exceed \$100,000, to conduct a Needs Analysis and Feeder Service Transit Connection Study of transit service connecting the Buena Park Metrolink station to the City of Cypress.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0800 between the Orange County Transportation Authority and the City of La Palma, in an amount not to exceed \$100,000, to conduct a Needs Analysis and Feeder Service Transit Connection Study of transit service connecting the Buena Park Metrolink station to the City of La Palma.

#### 10. **Fullerton Transportation Center Memorandum of Understanding**

Abbe McClenahan/Kia Mortazavi

##### **Overview**

The Orange County Transportation Authority proposes to enter into a Memorandum of Understanding with the City of Fullerton and the Fullerton Redevelopment Agency. A Memorandum of Understanding is required to establish a commitment and to set forth goals and objectives as a basis for coordinating and cooperating in planning, design, construction, relocation and/or renovation, and funding for city parking, transit, and transportation needs impacting the residents, businesses, and visitors of the City of Fullerton.



## BOARD AGENDA

### ACTIONS

#### 10. (Continued)

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

Authorize the Chief Executive Officer to execute a Memorandum of Understanding, Agreement C-6-0462, between the Orange County Transportation Authority and the City of Fullerton and the Fullerton Redevelopment Agency for the establishment of a partnership to deliver projects for improving transportation needs in the City of Fullerton.

#### 11. **Selection of a Consultant for Preparation of a Project Study Report for Improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405)**

Dan Phu/Kia Mortazavi

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

The Renewed Measure M includes a project to add an additional lane in each direction on the Costa Mesa Freeway (State Route 55) between Santa Ana Freeway (Interstate 5) and San Diego Freeway (Interstate 405). Proposals and statements of qualifications for the preparation of a Project Study Report/Project Development Support document were solicited in accordance with the Orange County Transportation Authority's procurement procedures for the retention of consultants to perform architectural and engineering work. These procedures are in accordance with both federal and state legal requirements.

##### ***Recommendations***

- A. Authorize staff to request a cost proposal from PBS&J and negotiate an agreement for their services.
- B. Authorize the Chief Executive Officer to execute the final agreement.



## BOARD AGENDA

### ACTIONS

#### 12. **Programming Congestion Mitigation and Air Quality Funds**

Jennifer Bergener/Kia Mortazavi

##### **Overview**

The Orange County Transportation Authority receives annual appropriations of Federal Congestion Mitigation and Air Quality funds through the federal transportation act. In November 2005, the Orange County Transportation Authority Board of Directors approved a comprehensive funding strategy and policy direction that outlined the policy for programming these funds. Consistent with the adopted policy, staff has identified two projects for funding through this program.

##### **Recommendations**

- A. Authorize the use of Congestion Mitigation and Air Quality funds, in the amount of \$27 million, for the Gene Autry Way drop ramp project and \$5.5 million for the vanpool program, for a total of \$32.5 million.
- B. Direct staff to update the Comprehensive Funding Strategy to reflect the action above.
- C. Authorize staff to process all necessary amendments to the State Transportation Improvement Program and Regional Federal Transportation Improvement Program, and execute any necessary agreements to facilitate the programming above.

#### 13. **Amendment to Agreements for Bond Counsel Services**

Kirk Avila/James S. Kenan

##### **Overview**

In June 2004, the Orange County Transportation Authority executed agreements with Nossaman, Guthner, Knox & Elliott, LLP, and Kutak Rock LLP, to provide bond counsel services. Both firms were retained in accordance with the Orange County Transportation Authority's procurement procedures for professional services, for a period of three years with two option years. Funds have been set aside in the proposed fiscal year 2007-08 budget in anticipation of the need for these services.



## BOARD AGENDA

### ACTIONS

#### 13. (Continued)

##### ***Recommendations***

- A. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-4-0268 between the Orange County Transportation Authority and Nossaman, Guthner, Knox & Elliott, LLP, to provide bond counsel services.
- B. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-4-0545 between the Orange County Transportation Authority and Kutak Rock, LLP, to provide bond counsel services.

#### 14. **Approval of the Fiscal Year 2007-08 Local Transportation Fund Claim for Public Transportation and Community Transit Services** Monica Giron/James S. Kenan

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

The Orange County Transit District is eligible to receive funding from the Local Transportation Fund for providing public transportation and community transit services throughout Orange County. To receive the funds, the Orange County Transit District must file a claim against the Local Transportation Fund with the Orange County Transportation Authority.

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

Approve the Orange County Transit District Fiscal Year 2007-08 Local Transportation Fund Claim for public transportation services, in the amount of \$105,611,382, and for community transit services, in the amount of \$5,619,280, for a total claim amount of \$111,230,662, and authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.



## BOARD AGENDA

### ACTIONS

15. **Approval of Fiscal Year 2007-08 Local Transportation Fund Claim for Laguna Beach Public Transportation Services**  
Monica Giron/James S. Kenan

#### **Overview**

The Laguna Beach Municipal Transit Lines, a department within the City of Laguna Beach, is eligible to receive funding from the Local Transportation Fund in Orange County for providing public transportation services throughout the city. To receive the funds, the Laguna Beach Municipal Transit Lines must file a claim against the Local Transportation Fund with the Orange County Transportation Authority .

#### **Recommendation**

Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2007-08 Local Transportation Fund claim for public transportation services, in the amount of \$1,659,850, and authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.

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

16. **Selection of Consultants for On-Call Transportation Modeling Support**  
Anup Kulkarni/Kia Mortazavi

#### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board of Directors approved consultant services for on-call transportation modeling support. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

#### **Recommendation**

Authorize the Chief Executive Officer to negotiate and execute agreements between the Orange County Transportation Authority and the firms identified in this report, in an amount not to exceed \$750,000, for a three-year contract covering fiscal years 2006-07, 2007-08, and 2008-09, for on-call transportation modeling support.



## BOARD AGENDA

### ACTIONS

### Orange County Transit District Consent Calendar Matters

17. **Cooperative Agreement with South County Senior Services for the Provision of Adult Day Healthcare Transportation**  
Dana Wiemiller/Beth McCormick

#### **Overview**

Since May 2000, South County Senior Services has been responsible for providing transportation to a group of ACCESS riders attending their adult day healthcare program under a cost sharing agreement with the Orange County Transportation Authority. A new cooperative agreement is required to re-establish roles, responsibilities, and process to continue this cost sharing arrangement.

#### **Recommendation**

Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0689 between the Orange County Transportation Authority and South County Senior Services, in an amount not to exceed \$455,000, for the provision of adult day healthcare transportation through June 30, 2009, with three one year option terms.

18. **Amendment to Cooperative Agreement with Regional Center of Orange County**  
Sharon Long/Beth McCormick

#### **Overview**

On April 28, 2003, the Orange County Transportation Authority entered into a cooperative agreement with the Regional Center of Orange County formalizing an arrangement to share the cost of providing the ACCESS services to Regional Center consumers. The current agreement expires on June 30, 2007.



## BOARD AGENDA

### ACTIONS

#### 18. (Continued)

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

Authorize the Chief Executive Officer to execute Amendment No. 4 to Cooperative Agreement C-3-0185 between the Orange County Transportation Authority and Regional Center of Orange County, exercising the fourth and final option year, to share the cost of ACCESS transportation provided to Regional Center consumers.

#### 19. **Cooperative Agreement with Orange County ARC for Provision of ACCESS Transportation**

Sharon Long/Beth McCormick

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

The Orange County Transportation Authority proposes to enter into a cooperative agreement with Orange County ARC. A cooperative agreement is required to reestablish roles, responsibilities, and process for alternative transportation for Regional Center of Orange County consumers traveling to and from the Orange County ARC day program. The current agreement will expire June 30, 2007.

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

Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0693 between the Orange County Transportation Authority and Orange County ARC, in an amount not to exceed \$892,000, for transportation of Regional Center of Orange County consumers traveling to the Orange County ARC day program.

#### 20. **Amendment to Cooperative Agreement with Riverside Transit Agency to Jointly Fund Intercounty Route 149**

Sharon Long/Beth McCormick

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

On April 24, 2006, the Board of Directors approved a cooperative agreement with Riverside Transit Agency to jointly fund Route 149, an intercounty express service operating daily between Riverside County and Orange County. The current agreement expires on June 30, 2007. The first option year is required to continue through June 30, 2008.



## BOARD AGENDA

### ACTIONS

#### 20. (Continued)

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

Authorize the Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement C-6-0283 between the Orange County Transportation Authority and Riverside Transit Agency, in an amount not to exceed \$199,000, to jointly fund Route 149, an intercounty express service, from July 1, 2007, through June 30, 2008.

#### 21. **Amendment to Agreement for Provision of Same-Day Taxi Service** Sharon Long/Beth McCormick

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

On November 24, 2004, the Board of Directors approved an agreement with Yellow Cab of Greater Orange County, in the amount of \$141,437, to provide same-day taxi service for ACCESS eligible customers. Board approval is required to exercise the second option year.

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

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-2376 to exercise the second option year between the Orange County Transportation Authority and Yellow Cab of Greater Orange County, in an amount not to exceed \$169,725, for the provision of same-day taxi service.

#### 22. **Agreement for Janitorial Services** Lloyd Banta/Beth McCormick

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

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board approved procurement of janitorial services for all Orange County Transportation Authority owned facilities. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.



## BOARD AGENDA

### ACTIONS

#### 22. (Continued)

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

Authorize the Chief Executive Officer to execute Agreement C-6-0868 between the Orange County Transportation Authority and Diamond Contract Services, Inc., in an amount not to exceed \$1,100,000, which includes \$72,000 for employee health insurance coverage, for janitorial services at Orange County Transportation Authority owned facilities for a one-year period with four one-year options.

#### 23. **Agreement for Landscaping Services**

Lloyd Banta/Beth McCormick

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

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board approved landscaping services for all Orange County Transportation Authority owned facilities. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

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

Authorize the Chief Executive Officer to execute Agreement C-7-0061 between the Orange County Transportation Authority and RGS Services, Inc., in an amount not to exceed \$91,620, to provide landscaping services at all Orange County Transportation Authority owned facilities for a one-year period, with four one-year options.

#### 24. **Agreement for Bus Cleaning and Environmental Control Services**

Lloyd Banta/Beth McCormick

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

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board approved bus cleaning and environmental control services. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.



## BOARD AGENDA

### ACTIONS

#### 24. (Continued)

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

Authorize the Chief Executive Officer to execute Agreement C-6-0854 between the Orange County Transportation Authority and Corporate Image Maintenance, in an amount not to exceed \$525,000, to provide bus cleaning and environmental control services for directly operated fixed route buses, and company equipment assigned vehicles, for a one-year period with two one-year options.

#### 25. **Update on Customer Information Center Contract** Marlon Perry/Ellen S. Burton

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

The Orange County Transportation Authority's 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. The Board of Directors awarded a contract to Alta Resources on September 18, 2006. This report provides an update on the projected telephone call volumes and costs early in the initial term of the contract.

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

Receive and file as an information item.

#### 26. **Amendment to Agreement for System Maintenance and Video Storage and Retrieval Services for the On-Board Video Surveillance System** Brian Champion/Beth McCormick

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

On May 22, 2006, the Board of Directors approved an agreement with March Networks Corporation in the amount of \$494,646, for wireless infrastructure, system maintenance, and video storage and retrieval services for the on-board video surveillance system. Approval to exercise an option term, bringing the total amount of the agreement to \$819,292, is requested.



## BOARD AGENDA

### ACTIONS

#### 26. (Continued)

##### *Recommendation*

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement C-6-0142 between the Orange County Transportation Authority and March Networks Corporation, in an amount not to exceed \$314,890, to exercise option term one for system maintenance and video storage and retrieval services for the on-board video surveillance system.

### Regular Calendar

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

#### 27. Planning for the Closeout of the Garden Grove Freeway (State Route 22) Phase I Project

T. Rick Grebner/Kia Mortazavi

##### *Overview*

On April 30, 2007, the second major milestone was reached in the completion of the Garden Grove Freeway (State Route 22) Phase I project by meeting Substantial Completion No. 2. In preparation for the final completion of the project, staff is preparing a project closeout and staffing plan to address resource and budget needs.

##### *Committee Recommendations*

- A. Approve Option 1 - "Amend the Parsons contract to extend their support".
- B. Amend Agreement C-1-2069 with Parsons Transportation Group, Inc., to include funding for continuation through December 31, 2007, in a total amount not to exceed \$2.5 million.
- C. Authorize the Chief Executive Officer to sign the approved contract amendment.



## BOARD AGENDA

### ACTIONS

### Orange County Transit District Regular Calendar Matters

**28. Approve Environmental Documents and Lease-to-Own Agreement for Design, Construction, Operation, and Maintenance of Compressed Natural Gas Fueling Facilities at the Anaheim and Garden Grove Bases**

James J. Kramer/Kia Mortazavi

#### **Overview**

In May 2006, the Orange County Transportation Authority's Board of Directors authorized the Chief Executive Officer to proceed with a solicitation for turnkey compressed natural gas fueling facilities at the Anaheim and Garden Grove bases. An environmental review for installation of compressed natural gas fueling facilities at the Anaheim and Garden Grove bases has been prepared. Proposals were received in accordance with the Orange County Transportation Authority's fixed assets competitive negotiated procurement procedures.

#### **Recommendations**

- A. Adopt the September 19, 2006, Initial Study and Negative Declaration and Resolution No. 2007-17 for the compressed natural gas fueling facility at the Anaheim Base.
- B. Adopt the September 19, 2006, Initial Study and Negative Declaration and Resolution No. 2007-18 for the compressed natural gas fueling facility at the Garden Grove Base.
- C. Increase the Development Division fiscal year 2006-07 budget by \$11,800,000, for design and construction of compressed natural gas fueling facilities at the Anaheim and Garden Grove bases.
- D. Authorize the Chief Executive Officer to execute Lease-to-Own Agreement C-6-0890, for a period up to 10 years, between the Orange County Transportation Authority and California Trillium Company, whose offer best meets the Orange County Transportation Authority's requirements, in an amount not to exceed \$24,100,000, for compressed natural gas fueling facilities at the Anaheim and Garden Grove bases.



## **BOARD AGENDA**

### *ACTIONS*

### **Other Matters**

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

#### **30. Directors' Reports**

#### **31. 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.

#### **32. Closed Session**

- A. Pursuant to Government Code Section 54956.9(a) to discuss Heyser v. Orange County Transportation Authority; OCSC No. 06CC08665.
- B. Pursuant to Government Code Section 54956.9(b).
- C. Pursuant to Government Code Section 54957.6 to meet with Orange County Transportation Authority designated representative Sherry Bolander regarding collective bargaining agreement negotiations with the Teamsters Local 952 representing the coach operators.

#### **33. Orange County Transportation Authority Fiscal Year 2007-08 Budget Workshop**

Rene I. Vega/James S. Kenan

The Orange County Transportation Authority is developing the fiscal year 2007-08 budget, which identifies available revenues and the costs associated with providing transportation services and programs for Orange County commuters. Following the May 14, 2007, Orange County Transportation Authority Board of Directors' meeting, the proposed budget will be reviewed in detail in a two-hour informal workshop.



## BOARD AGENDA

### 34. Adjournment

The next regularly scheduled meeting of the OCTA/OCTD/OCLTA/OCSAFE/OCSSAAV Board will be held at **9:00 a.m. on Tuesday, May 29, 2007**, at OCTA Headquarters at 600 South Main Street, First Floor - Room 154, Orange, California.

*ACTIONS*





# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

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

## CONFERENCE/SEMINAR INFORMATION

**Name:** Arthur Brown **Job Title:** Board Member  
**Department:** Executive Division **Destination:** Toronto, Canada  
**Program Name:** American Public Transportation Association (APTA) 2007 Rail Conference

**Description/Justification:** Director Brown will attend this conference to increase knowledge in the technical sessions relevant to the operation, management and maintenance of rail and fixed guideway systems.

## COMMENTS

Other- Airport parking and ground transportation  
Meal Rate- \$99 per day

**Conference/Seminar Date:** 6/03/07

**Departure Date:** 6/02/07

☐ Mail ☐ Hand Carry

**Payment Due Date:**

**Return Date:** 6/07/07

**Course Hours:**

## ESTIMATED EXPENDITURES

Transportation	\$544.71
Meals	\$594.00
Lodging	\$1,245.00
Registration	\$575.00
Other	\$50.00
Total	\$3,008.71

## APPROVALS

Please Initial:

AW  
Finance\*

5/2/07  
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:** CQ9

**Ref #:** May 2007

**Board Date:** May 14, 2007

**T/A #:** FY 06/07- 285



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  
April 23, 2007

## **Call to Order**

The April 23, 2007, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Cavecche at 9:00 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## **Roll Call**

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

Also Present: Arthur T. Leahy, Chief Executive Officer  
Paul E. Taylor, Deputy Chief Executive Officer  
Wendy Knowles, Clerk of the Board  
Laurena Weinert, Assistant Clerk of the Board  
Kennard R. Smart, Jr., General Counsel  
Members of the Press and the General Public

Directors Absent: Bill Campbell  
Curt Pringle

## **Invocation**

Director Bates gave the invocation.

## **Pledge of Allegiance**

Director Mansoor led the Board and audience in the Pledge of Allegiance to the Flag of the United States of America.

## **Public Comments on Agenda Items**

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

### **1. Presentation of Resolutions of Appreciation for Employees of the Month for April 2007**

Chairman Cavecche presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-20, 2007-21, 2007-22 to Anthony Aidukas, Coach Operator; Billy Pham, Maintenance; and Shila Woodson, Administration, as Employees of the Month for April 2007.

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

Chairman Cavecche presented Orange County Transportation Authority Resolution of Appreciation No. 2007-19 to Orange County Sheriff's Deputy Dan Bowdish.

### **3. Public Hearing for the Proposed Bus Service Improvements**

Chairman Cavecche opened the public hearing and Wendy Knowles, Clerk of the Board, read into the record the means by which the public was notified regarding the public hearing set for this date.

Gordon Robinson, Senior Transportation Analyst, provided a verbal and PowerPoint presentation explaining the various aspects of the proposed bus service improvements.

Stella Lin, Marketing Manager, offered comments and presented storyboards that explained and highlighted features of the proposed marketing campaign.

A motion was made by Director Winterbottom, seconded by Director Glaab, and declared passed by those present, to close the Public Hearing.

**3. (Continued)**

A motion was made by Director Winterbottom, seconded by Director Pulido, and declared passed by those present, to approve staff's proposals for the Orange County Fair Flyer service operated to the Orange County Fair via new Route 662 (The Depot at Santa Ana to the Orange County Fair), and existing routes 633 (Fullerton Park and Ride to Orange County Fair), 670 (Goldenwest Transportation Center to Orange County Fair), 691 (Junipero Serra Park and Ride to Orange County Fair) for four weekends between July 14, 2007 and August 5, 2007.

**Consent Calendar (Items 4 through 16)**

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

Directors Bates and Moorlach abstained on Items 4 and 10; Item 7 was pulled by staff; Director Glaab abstained on Item 9; a member of the public pulled Item 13; and Director Mansoor pulled Items 15 and 16.

**Orange County Transportation Authority Consent Calendar Matters**

**4. Approval of Minutes**

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of April 9, 2007.

Directors Bates and Moorlach stated they wished to abstain from voting on this item, having not been present at the subject meeting.

Vice Chairman Norby was not present for this vote.

**5. Approval of Resolutions of Appreciation for Employees of the Month for April 2007**

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-20, 2007-21, and 2007-22 to Anthony Aidukas, Coach Operator; Billy Pham, Maintenance; and Shila Woodson, Administration, as Employees of the Month for April 2007.

Vice Chairman Norby was not present for this vote.

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

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to adopt Orange County Transportation Authority Resolution of Appreciation No. 2007-19 for Orange County Sheriff's Deputy Dan Bowdish.

Vice Chairman Norby was not present for this vote.

**7. State Legislative Status Report**

This item was pulled by staff, who requested that only Recommendation B be considered at this time; Recommendation A (to adopt positions on AB 468 and SB 974) will be returned to the Board at a later date. Amendments are being considered on these two bills, and it would be preferred to wait to see what those amendment are before adopting positions on the proposed legislation.

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

- B. Support draft legislative language authorizing the Riverside County Transportation Commission to operate a toll road on State Route 91 in Riverside County.

Vice Chairman Norby was not present for this vote.

**8. Federal Legislative Status Report**

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to approve the draft reprocurment schedule for federal legislative consulting services and provide input to staff regarding the reprocurment process.

Vice Chairman Norby was not present for this vote.

**9. Amendment to Cooperative Agreement with the City of Irvine for Construction of Parking Structure at Irvine Transportation Center**

Director Glaab pulled this item and stated he would be abstaining from voting on this item, citing the City of Irvine as a source of income.

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

- A. Authorize the Chief Executive Officer to execute Amendment No. 4 to Cooperative Agreement C-3-0628 between the Orange County Transportation Authority and the City of Irvine, reducing the current funding obligation of \$24,900,000, to reflect direct reimbursement by the California Transportation Commission to the City of Irvine of \$20,000,000, in State Transportation Improvement Program funds.
- B. Authorize supplemental funding, in the amount of \$950,000, from the Commuter and Urban Rail Endowment.
- C. Authorize extension of the term of Cooperative Agreement C-3-0628 from December 31, 2007 to December 31, 2008.

Vice Chairman Norby was not present for this vote.

**10. Selection of a Consultant for the Costa Mesa Freeway (State Route 55) Access Study**

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute Agreement C-7-0217 with LSA Associates, Inc., in an amount not to exceed \$275,000, to conduct a study to develop concepts for improving access to and from the Costa Mesa Freeway (State Route 55).

Chairman Cavecche and Directors Bates and Moorlach abstained from voting on this item due to campaign contribution conflicts.

Director Rosen clarified the minutes from the April 16 Regional Planning and Highways Committee meeting and stated that he had returned the portion of campaign contributions over \$250.00, which enabled him to vote on this matter.

Vice Chairman Norby was not present for this vote.

**11. First Quarter 2007 Debt and Investment Report**

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

- A. Authorize the Treasurer to invest, reinvest, purchase, exchange, sell, and manage Orange County Transportation Authority funds during fiscal year 2007-08.
- B. Receive and file the Quarterly Investment Report prepared by the Treasurer as an information item.

Vice Chairman Norby was not present for this vote.

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

**12. Rail Infrastructure Improvements for the Metrolink Service Expansion and Cooperative Agreement with the Southern California Regional Rail Authority**

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

- A. Approve the updated project list of required rail infrastructure improvements for implementation of the Metrolink Service Expansion.
- B. Approve use of \$ 42,533,230 in Measure M funds for the required rail infrastructure improvements.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement C-6-0820 between the Orange County Transportation Authority and the Southern California Regional Rail Authority, in an amount not to exceed \$87,873,000, for management, design, and construction of rail infrastructure improvements.

Vice Chairman Norby was not present for this vote.

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

### **13. ACCESS Service Update**

This item was pulled by a member of the public and comment was heard from:

Frank Austin, representing the Multiple Sclerosis Society, stated that he supports maintaining Veolia as the ACCESS service provider and filed with the Clerk of the Board a petition containing over 300 signatures in support of Veolia.

Following a brief discussion, a motion was made by Director Pulido, seconded by Director Brown, and declared passed by those present, to receive and file as an information item.

General Counsel, Kennard R. Smart, Jr., stated that several of the questions posed under this item by Members would be answered in the Closed Session being conducted later in this meeting.

Vice Chairman Norby was not present for this vote.

### **14. Amendment to Agreement for Radio Frequency Engineering Consulting Services**

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-6-0223 between the Orange County Transportation Authority and Yoh Services LLC, in an amount not to exceed \$75,000, for radio frequency engineering consulting services.

Vice Chairman Norby was not present for this vote.

### **15. Amendment to Agreement for Graphic Design Services for Bus Public Information**

Director Mansoor requested that it be noted he had attended the April 19 Legislative and Government Affairs meeting, and was not absent, as the minutes of that meeting reflected.

A motion was made by Director Buffa, seconded by Director Pulido, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement C-4-0521 between the Orange County Transportation Authority and Digital Graphics Centre, in an amount not to exceed \$195,000, for graphic design services.

Vice Chairman Norby was not present for this vote.

**16. Agreement to Provide Printing, Packaging and Delivery of the Bus Book**

Director Mansoor requested that it be noted he had attended the April 19 Legislative and Government Affairs meeting, and was not absent, as the minutes of that meeting reflected.

A motion was made by Director Buffa, seconded by Director Pulido, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-7-0434 between the Orange County Transportation Authority and Clearwater Graphics for bus book printing services in an amount not to exceed \$340,000 for printing services.

Vice Chairman Norby was not present for this vote.

## **Regular Calendar**

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

**17. Metrolink Weekends Ridership**

Marcelo Sandoval, Marketing Program Administrator, presented a PowerPoint, video, and verbal report on the ridership on the Metrolink on weekends. Mr. Sandoval provided information on outreach conducted, the marketing plan, and next steps to market the service.

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

- A. Continue to provide marketing support for Metrolink Weekends service to create awareness, stimulate trial use and encourage ridership.
- B. Return to the Board of Directors with findings from the upcoming Metrolink Market Segmentation Study.

Director Pulido was not present for this vote.

**18. Procurement Procedures Review**

Opening comments were provided by Arthur T. Leahy, Chief Executive Officer, who provided background for this issue now coming to the Board for consideration.

Virginia Abadessa, Manager of Contracts Administration and Materials Management, presented a verbal report to the Board, reiterating past issues identified and staff's response to each.

**18. (Continued)**

Director Rosen reported on the discussions held by the Procurement Ad Hoc Committee, which he presided over when Director Correa left the OCTA Board at the end of 2006, and thanked Vice Chairman Norby and Jessica O'Hare on his staff for their work on the survey for that committee.

Director Moorlach asked if a change could be incorporated to allow an inquiry about a company's litigation practices, if that can be incorporated. Ms. Abadessa responded that is discussed under question 5 to some degree, but this recommendation can be easily incorporated.

Chairman Cavecche summarized the recommendations regarding this area of procurement:

- Bidders should provide a listing of any contracts that resulted in disputes or termination
- Use various search engines to learn about the firm

Public comment was heard from Robert Close, representing Orange County Chapter of the Consulting Engineers and Land Surveyors of California (CELSOC), who stated the organization supports the procurement process and urged OCTA to establish a liaison committee with CELSOC to insure delivery of future projects.

Director Amante requested that staff return to the Board during the year to provide statistics on the distribution of the smaller contracts that will not be coming before the Board. In that way, the Board will have a sense of how many people applied for contracts and how broadly the contracts are being scattered.

Chief Executive Officer, Arthur T. Leahy, stated that staff will return to the Board quarterly and will establish a means of reporting what is taking place. Chairman Cavecche stated that it may make sense to bring a transit or highway contract through the Regional Planning and Highways or Transit Planning and Operations Committees, or even the Executive Committee, if appropriate.

A motion was made by Director Brown, seconded by Director Pulido, and declared passed by those present, to adopt the changes to the Orange County Transportation Authority's Procurement Policies and Procedures as presented and directed staff to implement them.

Director Dixon was not present for the vote on this item.

Chairman Cavecche thanked Vice Chairman Norby and his staff, along with Directors Dixon and Rosen for conducting the Procurement Ad Hoc Committee to address the issues related to the procurement process at OCTA.

## **Other Matters**

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

Chief Executive Officer, Arthur T. Leahy, reported:

- (In relation to the previous item regarding procurement issues) OCTA conducts a Vendor Fair, which is held annually and attempts to reach out to small contractors;
- Over the past week-end, the eastbound Garden Grove (State Route 22) Freeway lanes were completed and opened, and work continues on the westbound lanes;
- There will be a closure late the evening of April 27 through the early morning hours of April 30 on the eastbound lanes east of Interstate 5 (I-5). This closure is at the request of Caltrans for work in that area.

### **20. Directors' Reports**

Director Moorlach inquired, regarding appointments to the Citizens Advisory Committee, the status of these appointments, and what the completion date will be.

Ellen Burton, Executive Director of External Affairs, stated that staff will get that information and get back to Director Moorlach and Members.

Director Moorlach requested, in regard to Senate Bill 974, he has concern for "unintended consequences" and contemplates what may happen if the containers are re-routed to other ports and revenue would decline. He asked that an economic analysis of this concept be prepared.

Chairman Cavecche requested that the economist who addressed several committees be retained again to present this information to Members who did not have an opportunity to hear his presentation, and for staff to insure that Director Moorlach be advised when that presentation will be offered.

Director Brown stated that last Thursday, on the I-5 Freeway, the bridge deck was poured for the Western Avenue bridge, which should be completed by June. When that work is complete, the Stanton Avenue bridge will be torn down. Director Brown stated OCTA's outreach program has been very effective in keeping the City of Buena Park informed.

Vice Chairman Norby stated that the Orange County Board of Supervisors voted to change their traffic guidelines to encourage the use of protected-permissive signals in unincorporated areas, which will affect approximately 47 signals.

**20. (Continued)**

Chairman Cavecche informed Members that she was in Sacramento on April 9 to provide testimony on behalf of Assembly Bill 387.

**21. Public Comments**

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

Public comments were heard from:

Arnie Pike, resident of Placentia, encouraged the Board to do all that can be done for those in the disabled community when setting bus service and qualifying individuals for ACCESS service.

Merisa Tomtardini, OCTA Coach Operator, presented statistics regarding recent studies on salaries and the cost of living.

Indolfo Gutierrez, OCTA Coach Operator and Union representative, requested fair consideration for the drivers during contract negotiations.

Stan Brown, OCTA Coach Operator, asked that the Board take into consideration recent forecasts and studies published in the Los Angeles Times.

Jan Wagner, OCTA Coach Operator, requested that the cost of living be considered as the contract is being negotiated.

Patrick Kelly, Secretary/Treasurer, Teamsters Local 952, addressed the cost of living and provided comments regarding the recent contract negotiations. Mr. Kelly stated that at this time, OCTA and the Union are approximately \$3 million apart.

Donna Metcalfe, representing Teamsters Local 952, provided comments urging fair and reasonable negotiated settlement to take to the members of the Union.

Rudy Dayyat, OCTA Coach Operator, stated that it is felt the coach operators are "under attack" and provided comments relative to the cost of living.

Larry Skelton, OCTA Coach Operator, provided comments that more money is needed for the drivers' wage increases.

**21. (Continued)**

Rollin Winters, President of the Orange County Chapter of California Development Rights, commented that a bus stop at the Brea Mall. He requested an update of what progress has been made regarding this bus stop (which he discussed previously with staff) and indicated a wheelchair cannot move along the access-way to get to the bus.

**22. Closed Session**

A Closed Session was held:

- A. Pursuant to Government Code Section 54956.8 to discuss the purchase of real property located at 550 South Main Street, Orange, California 92868, owned by UBS Partners. The OCTA negotiator is Ken Phipps and the negotiator for UBS Partners is Jon W. McClintock.
- B. Pursuant to Government Code Section 54957.6 to meet with Orange County Transportation Authority designated representative Sherry Bolander regarding collective bargaining agreement negotiations with the Teamsters Local 952 representing the coach operators.
- C. Pursuant to Government Code Section 54956.9(c).

As a result of this Closed Session, the Board of Directors finalized a decision to not purchase the real property located at 550 South Main Street, Orange, California, currently owned by UBS Partners, addressed under "A" above.

**23. Adjournment**

The meeting adjourned at 12:40 p.m. Chairman Cavecche announced that the next regularly scheduled meeting of the OCTA/OCTD/OCLTA/OCSAFE/OCSAAV Board will be held at **9:00 a.m. on May 14, 2007**, at OCTA Headquarters at 600 South Main Street, First Floor - Room 154, Orange, California.

ATTEST

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Wendy Knowles  
Clerk of the Board

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Carolyn V. Cavecche  
OCTA Chairman





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup>Wendy Knowles, Clerk of the Board  
**Subject:** Fiscal Year 2006-07 Internal Audit Plan, Third Quarter Update

Finance and Administration Committee

April 25, 2007

**Present:** Directors Amante, Bates, Brown, Buffa, Cavecche, and Moorlach  
**Absent:** Director Campbell

**Committee Vote**

This item was passed by all Committee Members present.

Director Bates was not present to vote on this item.

**Committee Recommendation**

Receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan.





***April 25, 2007***

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, <sup>W</sup>Chief Executive Officer  
**Subject:** Fiscal Year 2006-07 Internal Audit Plan, Third Quarter Update

***Overview***

The Orange County Transportation Authority Board of Directors adopted the Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan on July 12, 2006. This update is for the third quarter of the fiscal year.

***Recommendation***

Receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan.

***Background***

The Internal Audit Department (Internal Audit) is an independent appraisal function whose purpose is to examine and evaluate the Orange County Transportation Authority's (OCTA) operations and activities as a tool for management and to assist management in the discharge of their duties and responsibilities.

***Discussion***

Internal Audit performs a wide range of auditing services that include overseeing the annual financial audit, operational reviews, contract compliance reviews, internal control assessments, investigations and pre-award price reviews. Internal Audit also monitors and provides guidance in computer software system implementation to help ensure that proper controls are built into systems prior to implementation. All audits initiated by entities outside of OCTA are coordinated through Internal Audit.

The Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan (Plan) (Attachment A) reflects the status of

each of the projects. During the third quarter, seven audit reports were issued and presented to the Finance and Administration Committee (Committee) (Attachment B).

Internal Audit has taken action to improve progress in completing the Plan. The department experienced the loss of approximately 1,000 hours of audit time due to staff vacancies, and considered several options for completing the plan in its second quarter update to the Committee.

Since the second quarter update, two audits have been outsourced to audit contractors. The ACCESS Eligibility Compliance and Operational Audit is being conducted by the firm of Thompson, Cobb, Bazilio & Associates, and a procurement for the Health Insurance Portability and Accountability Act (HIPAA) Compliance Audit is underway.

All but seven projects are complete or are in process. Of these, the Plan contemplated outsourcing four, two of which (I-5 Gateway Contract Audit and Veolia Contract Audit) will be moved to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2007-08 Plan when the projects or programs are more solidly underway. Internal Audit expects that the remaining three projects will be started, but likely not completed, by the end of fiscal year 2006-07.

### **Summary**

The Internal Audit Department will continue to implement the Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan, and report to the Board of Directors on a quarterly basis the status of the Plan.

### **Attachments**

- A. Orange County Transportation Authority Internal Audit Department Fiscal Year 2006-07 Internal Audit Plan Third Quarter Update
- B. Audit Reports Issued in Third Quarter

**Prepared by:**



Kathleen M. O'Connell  
Manager, Internal Audit  
(714) 560-5669

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
INTERNAL AUDIT DEPARTMENT  
FISCAL YEAR 2006-07 INTERNAL AUDIT PLAN  
Third Quarter Update**

**ATTACHMENT A**

Audit	Description	Minimum Frequency	Audit Type	Quarter Work Starts	Internal Staff Planned Hours	Internal Staff Hours To Date	Under (Over)	Contract Hours	Status	Notes
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**Mandatory External Independent Audits**

Annual Financial Audit	Annual financial audit for fiscal year 2005-06; contracted to a CPA firm with oversight and assistance provided by Internal Audit. Includes financial statements for LTF, STAF, and SR-91; NTD compliance; Single Audit.	Annually	Fiscal	1st	455	230	225		Complete	Underbudget due to auditor experience and efficiency
Annual Transportation Development Act Audits	Coordination of legally required annual audits of the recipients of Local Transportation Funds for fiscal year 2005-06, in accordance with the Transportation Development Act.	Annually	Fiscal / Compliance	1st	200	67	133		Complete	Underbudget due to auditor experience and efficiency
State Triennial Performance Audit	Coordination of legally required triennial performance audit of OCTA as the Regional Transportation Planning Entity and of all transit operators in the County of Orange for fiscal years 2003-04 through 2005-06, in accordance with the Transportation Development Act.	Triennially	Performance	1st	150	36	114		In Process	Outsourced Audit
Federal Triennial Audit	Legally required triennial performance audit to be conducted by the Federal Transit Administration on the OCTA in 2007.	Triennially	Performance	4th	50	32	18		In Process	Federal Auditors on-site 7/10-7/12/07

**Internal Audits**

**Authority-Wide**

Price Reviews	Cost and price analyses as required per OCTA procurement policies and procedures.	As needed	Cost avoidance	All	500	509	(9)	500	In Process	14 Price Reviews Completed
System-Wide Purchasing and Payment Cycle	To ensure procedures are in place and operating effectively and efficiently.	As needed	Internal Controls / Operational / Fiscal	3rd	88	-	88	350	*	
System-Wide Policies and Procedures	To assess OCTA's system of policies and procedures to ensure procedures are in place and operating effectively and efficiently.	As needed	Internal Controls / Operational	1st	125	21	104		On-Going	
System-Wide Record Retention Policies	To ensure procedures are in place and operating effectively and efficiently.	As needed	Internal Controls / Operational	2nd	125	40	85		In Process	
Risk Assessment/Annual Audit Plan	Annual review to prepare the audit plan for next fiscal year; periodic assessment of risk throughout the year.	Annually	Risk Assessment	4th	130	6	124		In Process	
Unscheduled Reviews, Special Requests & Projects Carter Burgess BRT Contract Internal Audit Quality Assurance Evaluation Committees Other Projects	Time allowed for requests from management and reviews identified during the year.	As needed	Varies	All	388		(75)		In Process	

**Deputy CEO**

Environmental Safety	Review to improve efficiencies and ensure compliance with external regulations and established practices.	As needed	Compliance / Operational / Internal Controls	1st	228	334	(106)		In Process	Over budget due to staff turnover
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\* Project not yet commenced

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
INTERNAL AUDIT DEPARTMENT  
FISCAL YEAR 2006-07 INTERNAL AUDIT PLAN  
Third Quarter Update**

<b>Audit</b>	<b>Description</b>	<b>Minimum Frequency</b>	<b>Audit Type</b>	<b>Quarter Work Starts</b>	<b>Internal Staff Planned Hours</b>	<b>Internal Staff Hours To Date</b>	<b>Under (Over)</b>	<b>Contract Hours</b>	<b>Status</b>	<b>Notes</b>
<b><i>Transit</i></b>										
Buy America Reviews	Pre-award and post-delivery reviews to ensure vendor is in compliance with federal Buy America requirements.	As needed	Mandatory	All	142	131	11		On Going	2 Reviews Completed
Farebox Operations/GFI Application System	Operational review to improve efficiencies and to analyze the accuracy of GFI fareboxes.	As needed	Internal Controls / Operational	3rd	195	72	123		In Process	
Applied LNG Technology Contract	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	As needed	Compliance / Fiscal	2nd	125	204	(79)		In Process	
Operations Training	Review to improve efficiencies and ensure compliance with regulations and established practices.	As needed	Compliance / Operational	3rd	175	34	141		In Process	
Laidlaw Close-out Audit	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	At close-out	Compliance / Cost Recovery	1st	80	388	(308)	1,600	Complete	Overbudget due to finalization of several Laidlaw audits concurrently
Veolia Contract Audit	Review halfway through first contract year to ensure contract stipulations are being complied with and to verify the propriety of payments.	Annually	Compliance / Cost Recovery	2nd	96	27	69	400	*	Sample test in-house during 4th Qtr. Outsource audit FY 2007-08
ACCESS Eligibility Administration	Review to improve efficiencies and ensure compliance with ADA regulations and established practices.	As needed	Compliance / Operational	4th	190	85	105		In Process	Outsourced
<b><i>Development</i></b>										
CTFP Project Audits/CTFP System	Review of selected projects funded by the CTFP and review of the related CTFP database.	Annually	Compliance / Internal Controls	All	188	32	156	600	In Process	In Procurement
OCTAP	Compliance and operational review to improve efficiencies and ensure compliance with external regulations and established practices.	As needed	Compliance / Operational / Internal Controls	2nd	175	255	(80)		Complete	
Freeway Service Patrol	Compliance and operational review to improve efficiencies and ensure compliance with external regulations and established practices.	As needed	Compliance / Operational / Internal Controls	3rd	153	160	(7)		Complete	
SR-22 Contract Close-out Audit	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	At close-out	Compliance / Fiscal	2nd	100	-	100	300	*	Moved to 4th Quarter
I-5 Gateway Contract Audits	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	During construction	Compliance / Fiscal	4th	116	-	116	300	*	FY 2007-08
<b><i>External Affairs</i></b>										
Bus Advertising Revenue Contract	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	Annually	Compliance / Fiscal / Operational	4th	200	-	200		*	

\* Project not yet commenced

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
INTERNAL AUDIT DEPARTMENT  
FISCAL YEAR 2006-07 INTERNAL AUDIT PLAN  
Third Quarter Update**

<b>Audit</b>	<b>Description</b>	<b>Minimum Frequency</b>	<b>Audit Type</b>	<b>Quarter Work Starts</b>	<b>Internal Staff Planned Hours</b>	<b>Internal Staff Hours To Date</b>	<b>Under (Over)</b>	<b>Contract Hours</b>	<b>Status</b>	<b>Notes</b>
<b>Finance, Administration &amp; Human Resources</b>										
Fixed Asset Inventory Observation	Observation of the annual physical inventory of fixed assets to verify the existence and working condition of assets and ensure they are properly recorded.	Annually	Compliance / Internal Controls / Operational	4th	140	3	137		*	
Payroll Reviews	Unannounced payroll reviews to ensure the accuracy of the payroll files.	Semi-annually	Internal Controls	2nd & 4th	80	3	77		Cancelled	Eliminated reviews and plan full scope audit 2007-08
Treasury	Financial and compliance reviews of the treasury function, including investment and bond compliance.	Quarterly	Compliance / Internal Controls / Operational	All	178	128	50		In Process	Audit of Q2 in process
Cycle Counts	Unannounced inventory cycle counts to ensure the accuracy of inventory balances.	Semi-annually	Internal Controls / Performance	1st & 3rd	184	-	184		In Process	Amended scope to evaluate policies and procedures
Grant Close-out Audits	Fiscal and compliance audits of grants at close-out to ensure propriety of expenditures.	As needed	Compliance / Internal Controls	2nd, 3rd, & 4th	127	36	91		In Process	1 grant close out audit complete
Legal Counsel and Legal Services Contracts	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	As needed	Compliance / Fiscal / Internal Controls	3rd	94	45	49	250	In Process	Being conducted internally
Access Card Key Program	Operational review to improve efficiencies and ensure compliance with established practices.	As needed	Internal Controls / Operational	1st	140	300	(160)		Complete	Overbudget due to expanded scope (lease provisions)
Database Management	Operational review to improve efficiencies and ensure compliance with established practices.	As needed	Operational / Performance / Internal Controls	1st	268	45	223		In Process	
HIPPA Compliance	Review to ensure compliance with HIPPA regulations.	As needed	Compliance / Internal Controls	4th	200	35	165		In Process	Outsourced
OCERS	Compliance and operational review to improve efficiencies and ensure compliance with external regulations and established practices.	As needed	Compliance / Operational / Internal Controls	4th	288	-	288		*	Added 75 hours to budget. Scope to include OPEBs
In-house Liability Claims Administration	Compliance and operational review to improve efficiencies and ensure compliance with external regulations and established practices.	As needed	Compliance / Operational / Internal Controls / Cost Recovery	1st	298	388	(90)		In Process	
<b>Employee &amp; Labor Relations and Civil Rights</b>										
DBE Program	Compliance and operational review to improve efficiencies and ensure compliance with external regulations and established practices.	As needed	Compliance / Operational / Internal Controls / Performance	3rd	148	92	56		In Process	

\* Project not yet commenced

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
INTERNAL AUDIT DEPARTMENT  
FISCAL YEAR 2006-07 INTERNAL AUDIT PLAN  
Third Quarter Update**

Audit	Description	Minimum Frequency	Audit Type	Quarter Work Starts	Internal Staff Planned Hours	Internal Staff Hours To Date	Under (Over)	Contract Hours	Status	Notes
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**Carryover Projects from FY2005-06**

General Accounting	Review of National Transit Database procedures.	As needed	Compliance / Internal Controls	1st	50	50	50		Cancelled	Reviewed during financial audit. Issues identified in management letter
Cofiroute Contracts Audit	Compliance and operational review of contracted operations.	As needed	Compliance / Operational	1st	60	-	60		Complete	
Other Carryover Projects						338				

**Monitoring Projects**

Transportation Development Act	On-going compliance review and follow up of recommendations made in previous Transportation Development Act audits.	Continuous		All	60	-	60		Ongoing	
Measure M COC	Coordination of audit activities with the Audit Committee of the Measure M Citizens Oversight Committee.	Continuous		All	115	49	66		Ongoing	
Bus Camera Surveillance System	On-going monitoring to keep apprised of activities and significant issues.	During planning and implementation Continuous		All	96	6	90		Ongoing	
91 Express Lanes	On-going monitoring of 91 Express Lanes activities and participation in roundtables.	Continuous		All	58	16	42		Ongoing	
SR-22 Project	On-going monitoring to keep apprised of activities and significant issues.	During construction		All	48	20	28		Ongoing	
I-5 Gateway Project	On-going monitoring to keep apprised of activities and significant issues.	During construction		All	48	3	45		Ongoing	
CNG Station Project	On-going monitoring to keep apprised of activities and significant issues.	During construction		All	80	6	74		Ongoing	
Mincom Implementation	On-going monitoring of the implementation of the new inventory, maintenance and procurement system to help ensure proper internal controls are established.	During implementation		All	67	17	50		Ongoing	
BRT	On-going monitoring to keep apprised of activities and significant issues.	During planning and implementation		All	80	53	27		Ongoing	
ITCS Radio System	On-going monitoring to keep apprised of activities and significant issues.	Continuous		All	60	23	37		Ongoing	
Measure M Compliance Review	Recommendations were made to ensure compliance with the Measure M Ordinance and to improve procedures.			All	100	41	59	300	Ongoing	

**Follow-up Reviews**

Lawson System	Follow-up on the fairly new system.			1st	23	-	23			
Project Controls	Recommendations were made to strengthen internal controls and make operations more efficient.			1st	20	-	20		Complete	
Maintenance Tire Lease	Recommendations were made to strengthen internal controls.			2nd	20	5	15			
Employee Expense Reports	Recommendations were made to strengthen internal controls, make operations more efficient, and ensure compliance with applicable policies.			2nd	20	12	8		Complete	

ORANGE COUNTY TRANSPORTATION AUTHORITY  
INTERNAL AUDIT DEPARTMENT  
FISCAL YEAR 2006-07 INTERNAL AUDIT PLAN  
Third Quarter Update

Audit	Description	Minimum Frequency	Audit Type	Quarter Work Starts	Internal Staff Planned Hours	Internal Staff Hours To Date	Under (Over)	Contract Hours	Status	Notes
Santa Ana Base Construction	Recommendations were made to improve management oversight of the applicable contract.			2nd	20	12	8			
DMV Pull Notice	Recommendations were made to strengthen internal controls and make operations more efficient.			3rd	20		20		In Process	
Pass Sales	Recommendations were made to strengthen internal controls and make operations more efficient.			3rd	20	-	20			
Transit Police Services	Recommendations were made to strengthen internal controls, make operations more efficient, and ensure contract compliance.			3rd	20	21	(1)		Complete	
Payroll Reviews	Recommendations were made to strengthen internal controls.			3rd	20	21	(1)		Cancelled	Full Scope Audit in 2007-08
Bus Advertising	Recommendations were made to collect monies owed to OCTA and to strengthen internal controls.			3rd	20	-	20		Cancelled.	Audit will be conducted in 4Q
Cofiroute Contract Audits	Recommendations were made to improve management oversight, make operations more efficient, and ensure contract compliance.			3rd	20	1	19		In Process	
Other Follow-ups				All		45	(45)			
<b>Total Audit Hours</b>					<b>7,664</b>	<b>4,890</b>	<b>2,775</b>	<b>4,600</b>		
				<b>Internal Staff Hours</b>		<b>63.8%</b>				



**AUDIT REPORTS ISSUED  
IN THIRD QUARTER**

<i>Report No.</i>	<i>Name of Report</i>	<i>Date to Finance and Administration Committee</i>
07-004	Annual Transportation Development Act Audits for Fiscal Year 2005-2006	01/24/07
07-013	Investment Activities April 1 through September 30, 2006, Financial and Compliance Review	01/24/07
07-003	Fiscal Year 2005-2006 Annual Financial Reports	01/24/07
07-014	Orange County Taxi Administration Program, Compliance and Operational Review	02/28/07
07-020	State Transportation Improvement Program - Planning and Monitoring Program, Fiscal Year 2002-03 Work Program	02/28/07
07-008	Identification Badges and Access Cards Operational Audit	03/28/07
07-011	Freeway Service Patrol Operational Audit	03/28/07





MEMO

May 14, 2007

To: Members of the Board of Directors  
From: Wendy Knowles, Clerk of the Board <sup>WK</sup>  
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.





**May 9, 2007**

**To:** Finance and Administration Committee

**From:** Arthur T. Leahy, <sup>AL</sup>Chief Executive Officer

**Subject:** Investment Activities October 1 through December 31, 2006,  
Financial and Compliance Review

### **Overview**

The Internal Audit Department has completed a review of investment activities for the period October 1, 2006 through December 31, 2006. Based on the review, it appears that the Orange County Transportation Authority is in compliance with its debt, investment and accounting objectives, policies and procedures.

### **Recommendation**

Receive and file the Investment Activities October 1 through December 31, 2006, Financial and Compliance Review, Internal Audit Report No. 07-023.

### **Background**

The Treasury/Public Finance Department is responsible for management of the Orange County Transportation Authority's (Authority) investment portfolio. On December 31, 2006, the investment portfolio's book value approximated \$1.009 billion. The portfolio consists of two managed portfolios: liquid assets for the Authority's daily operations, and the short-term portfolio for future budgeted expenditures. External investment managers administer the short-term portfolio, and the Authority's Treasurer manages the liquid assets portfolio. The Authority also has funds invested in debt service reserve funds for various outstanding debt obligations. The Authority's Accounting Department is responsible for recording all debt and investment transactions and reconciling all bank and custodial accounts monthly.



***Discussion***

The Authority's investment activities are reviewed on a periodic basis by Internal Audit. The objective of the review is to determine if the Authority is in compliance with the Authority's debt, investment and accounting objectives, policies and procedures. The investment review for October 1 through December 31, 2006, indicated that the Authority's investments are in compliance.

***Summary***

Based on the review, investments were in compliance with the Authority's debt, investment and accounting objectives, and policies and procedures.

***Attachment***

- A. Investment Activities October 1 through December 31, 2006, Financial and Compliance Review, Internal Audit Report No. 07-023

**Prepared by:**



Kathleen M. O'Connell  
Manager, Internal Audit  
(714) 560-5669





INTEROFFICE MEMO

April 26, 2007

To: Kirk Avila, Treasurer  
Finance, Administration and Human Resources

From: <sup>SN</sup>  
Serena Ng, Senior Internal Auditor  
Internal Audit

Subject: **Investment Activities October 1 through December 31, 2006,  
Financial and Compliance Review, Internal Audit  
Report No. 07-023**

Attached hereto is Investment Activities October 1 through December 31, 2006, Financial and Compliance Review, Internal Audit Report No. 07-023. This report does not require a formal management response.

If you have any questions, please feel free to contact me at extension 5938.

Attachment: Investment Activities October 1 through December 31, 2006,  
Financial and Compliance Review, Internal Audit  
Report No. 07-023

c: Jim Kenan  
Tom Wulf  
Vicki Austin  
Jason Jewell  
Rodney Johnson  
Kathleen O'Connell



# ORANGE COUNTY TRANSPORTATION AUTHORITY INTERNAL AUDIT DEPARTMENT



## **Investment Activities October 1 through December 31, 2006 Financial and Compliance Review**

INTERNAL AUDIT REPORT NO. 07-023

**Report Date: April 26, 2007**



### Audit Team

Kathleen M. O'Connell, CPA, Internal Audit Manager

Serena Ng, CPA, Senior Internal Auditor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
INTERNAL AUDIT DEPARTMENT**

**Investment Activities October 1 through December 31, 2006  
Financial and Compliance Review  
April 26, 2007**

**CONCLUSION**

The Internal Audit Department has completed a review of investment activities for the period October 1, 2006 through December 31, 2006. Based on the review, it appears that the Orange County Transportation Authority (Authority) is in compliance with its debt, investment and accounting objectives, policies and procedures.

**BACKGROUND**

The Treasury/Public Finance Department is responsible for management of the Authority's investment portfolio. On December 31, 2006, the investment portfolio's book value approximated \$1.009 billion. The portfolio consists of two managed portfolios: liquid assets for the Authority's daily operations, and the short term portfolio for future budgeted expenditures. External investment managers administer the short-term portfolio, and the Treasurer manages the liquid assets portfolio. The Authority also has funds invested in debt service reserve funds for various outstanding debt obligations. The Authority's Accounting Department is responsible for recording all debt and investment transactions and reconciling all bank and custodial accounts monthly.

**PURPOSE AND SCOPE**

The objective of the audit was to determine if the Authority was in compliance with the Authority's debt, investment and accounting objectives, policies and procedures.

In conjunction with the objective, Internal Audit:

- assessed the adequacy of internal controls over the Authority's investment activities;
- determined if the Authority was in compliance with its annual investment policy and the government code;
- determined if investment transactions were adequately supported; and
- determined the compliance of investment requirements on the Authority's debt issuances.

The scope of the review consisted of reviewing worksheets prepared by Accounting and Treasury, verifying investment transactions, and reviewing bank reconciliations and custodian statements.





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Freeway Retrofit Soundwall Program Revisions

Regional Planning and Highways Committee

May 7, 2007

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

**Committee Vote**

This item was passed by all Committee Members present.

Directors Cavecche and Pringle were not present to vote on this matter.

**Committee Recommendations**

- A. Direct staff to continue cooperative efforts with the California Department of Transportation to develop projects in support of the Freeway Retrofit Soundwall Program.
- B. Approve the revisions to the existing Freeway Retrofit Soundwall Policy to conform to the updated California Department of Transportation Traffic Noise Analysis Protocol and to allow local jurisdictions to upgrade soundwalls outside the freeway right-of-way at their cost.





**May 7, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer *ATL by PLS*  
**Subject:** Freeway Retrofit Soundwall Program Revisions

### **Overview**

The Orange County Transportation Authority continues to work cooperatively with the California Department of Transportation to address the need for retrofit soundwalls along the Orange County freeway system. Development of the Orange County Freeway Retrofit Soundwall Program continues to advance at six study locations. Staff first presented this report to the Regional Planning and Highways Committee on March 19, 2007. At that time, the Committee requested further clarification on the revised policy documents regarding the aesthetic enhancements to the soundwalls. These adjustments are addressed in the discussion portion of this report.

### **Recommendations**

- A. Direct staff to continue cooperative efforts with the California Department of Transportation to develop projects in support of the Freeway Retrofit Soundwall Program.
- B. Approve the revisions to the existing Freeway Retrofit Soundwall Policy to conform to the updated California Department of Transportation Traffic Noise Analysis Protocol and to allow local jurisdictions to upgrade soundwalls outside the freeway right-of-way at their cost.

### **Background**

The Orange County 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. 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, although, retrofit soundwalls can be funded with state highway dollars if the project meets state requirements. 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. This process is briefly outlined and described in Attachment A. Currently, OCTA has 21 locations in various phases of initial studies (Attachment B) and two projects ready for design and construction (Attachment C). The general locations being evaluated under this program are depicted in Attachment D.

### ***Discussion***

The California Department of Transportation (Caltrans) continues to forward qualifying noise complaint locations to OCTA. These locations are added to the Tier Two list as stipulated by the OCTA Freeway Retrofit Soundwall Policy (Policy). There are 21 locations on the Tier Two list. Technical studies and preliminary engineering studies are in progress at six locations, while studies are pending availability of funds for the remaining 15 locations. The proposed OCTA Fiscal Year (FY) 2007-08 Budget includes \$240,000 to initiate two technical studies entitled Noise Study Reports, and two preliminary engineering studies entitled Noise Barrier Scope Summary Reports (NBSSR) for the pending projects.

In addition to the Tier Two list discussed above, a study was completed in January 2007, to determine the reasonability of building a soundwall at Riverside Freeway (State Route 91) west of the Costa Mesa Freeway (State Route 55) in Anaheim. The study concluded that the soundwalls would not be reasonable to construct due to cost effectiveness. As a result, this project will not move forward through the Soundwall Program.

### **Funding**

Two soundwall projects have advanced to the Tier One list. These two soundwall projects are at San Diego Freeway (Interstate 5) southbound, south of El Camino Real, and Interstate 5 northbound, at Avenida Vaquero and are eligible for funding. The cost of these two soundwalls is funded through the State Transportation Improvement Program (STIP) currently programmed for

design in FY 2008-09 and for construction in FY 2009-10. Through the 2006 STIP augmentation, OCTA may have an opportunity to advance these projects. OCTA's proposed STIP augmentation has been submitted to the California Transportation Commission (CTC) for consideration and adoption by June 7, 2007. Should the CTC approve OCTA's proposal, the design phase for above two projects could begin by June 2007.

#### **Policy Update**

OCTA's Policy on soundwalls has been updated to conform to the Caltrans Traffic Noise Analysis Protocol (Protocol) released in August 2006. Staff consulted with Caltrans and is proposing these revisions consistent with procedures outlined in the Caltrans Protocol. The changes to the Policy are shown with strikethrough for the deletions and bold type for the additions in Attachment E. A clean version of the revised Policy, without strikethrough, is shown in Attachment F.

The aesthetic design of the retrofit soundwalls will follow the Freeway Aesthetics Masterplan for the freeway corridor as defined in the 1995 OCTA/Caltrans Masterplan. The existing soundwall designs were set via an aesthetic guideline prepared for the widening of each freeway to provide a pleasing soundwall and retaining wall treatment along the corridor. A retrofit soundwall must be constructed to blend in to the adjacent walls to provide a consistent visual environment as viewed by the travelers along the freeway. The revised Policy does allow some variation to the soundwall design for a retrofit soundwall built outside of the existing freeway right-of-way. A local jurisdiction may, at its own expense, opt for a sound barrier design in those locations that is different from that existing soundwalls. An example would be a transparent barrier for which a local jurisdiction would pay the additional costs to construct and maintain. Attachment G shows a comparison of the cost of the different types of noise barriers that a local jurisdiction might consider.

This update to the Policy will enable OCTA to continue providing noise mitigation solutions to meet the needs of the residents of Orange County as well as the latest state and federal requirements.

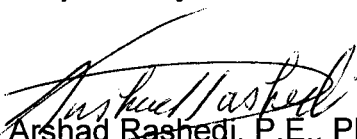
#### **Summary**

OCTA and Caltrans continue to work together to develop freeway retrofit soundwall projects at concerned locations throughout Orange County. Significant progress has been made with several projects ready for the next stages of development. A progress report on the status of these projects is presented for review. Staff will return with an update in six months.

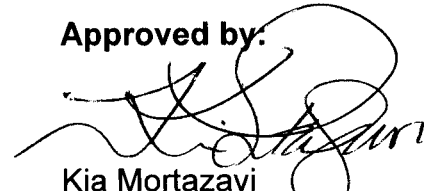
**Attachments**

- A. Orange County Retrofit Soundwall Program Process Overview
- B. Orange County Freeway Retrofit Soundwall Program: Tier Two List
- C. Orange County Freeway Retrofit Soundwall Program: Tier One List
- D. Orange County Freeway Retrofit Soundwall Program: Project Locations
- E. Freeway Retrofit Soundwall Policy, Updated April 2007 - with Strikethrough
- F. Freeway Retrofit Soundwall Policy, Updated April 2007
- G. Comparison of the Cost of Soundwall Alternatives

**Prepared by:**

  
Arshad Rashedi, P.E., PMP  
Section Manager, Project Management  
(714) 560-5874

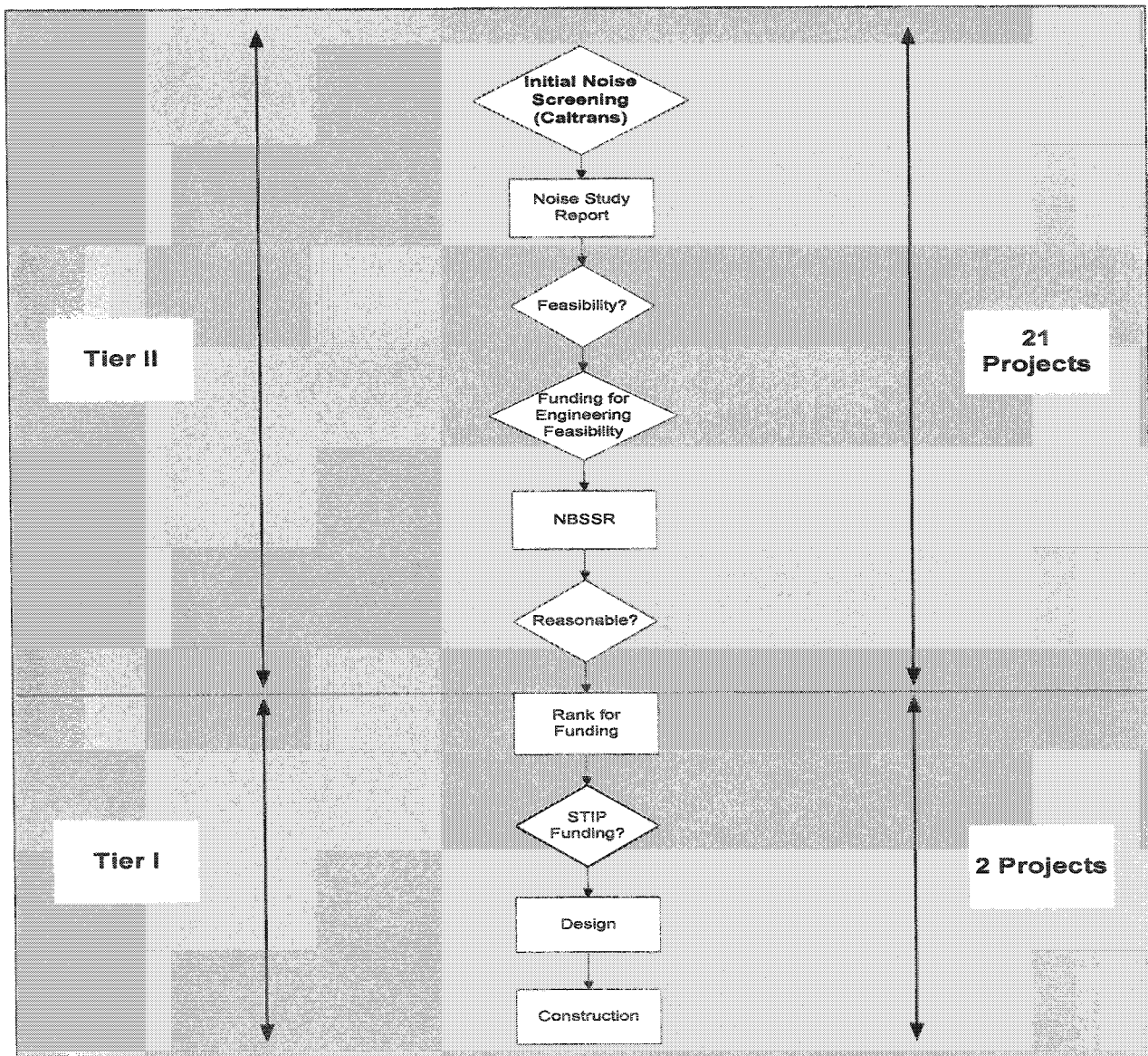
**Approved by:**

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

## Orange County Retrofit Soundwall Program Process Overview

The preparation of a freeway retrofit soundwall project for design and construction funding is essentially a three-step process, initiated by a noise screening conducted by the California Department of Transportation (Caltrans). Qualifying sites are placed on a Tier Two list of project areas that are eligible for more extensive noise and engineering analysis.

As projects advance, the Orange County Transportation Authority completes a Noise Study Report to determine if a noise barrier would be feasible at achieving a minimum noise reduction as required by state criteria. If feasible, projects are initially ranked against other soundwalls to develop a priority list for more detailed preliminary engineering study, which will be summarized in a Noise Barrier Scope Summary Report (NBSSR). If the project meets cost effectiveness criteria and is approved, the site is re-prioritized in a Tier One list of project areas awaiting limited funds available for design and construction.





Orange County Freeway Retrofit Soundwall Program: Tier Two List

	Project Description	City	Status <sup>1, 2</sup>
1	Santa Ana Freeway (Interstate 5) Northbound (NB) Southeast of Costa Mesa Freeway (State Route 55)	Tustin	NSR Approved Awaiting NBSSR
2	Riverside Freeway (State Route 91) Westbound (WB) West of Eastern Toll Road (State Route 241)	Anaheim	NSR Approved NBSSR in progress
3	San Diego Freeway (Interstate 5) Northbound (NB) North of Camino Estrella	Dana Point	NSR Approved Awaiting NBSSR
4	San Diego Freeway (Interstate 5) Southbound (SB) South of Avenida Calafia	San Clemente	NSR Approved Awaiting NBSSR
5	San Diego Freeway (Interstate 405) Southbound (SB) South of Bolsa Avenue	Westminster	NSR Approved Awaiting NBSSR
6	Santa Ana Freeway (Interstate 5) Northbound (NB) South of Riverside Freeway (State Route 91)	Fullerton	NSR Approved NBSSR in progress
7	San Diego Freeway (Interstate 5) Northbound (NB) South of South El Camino Real	San Clemente	NSR in progress
8	San Diego Freeway (Interstate 5) Northbound (NB) North of Avenida Palizada	San Clemente	NSR in progress
9	San Diego Freeway (Interstate 405) Southbound (SB) North of Brookhurst Street	Fountain Valley	NSR in progress
10	San Diego Freeway (Interstate 405) Northbound (NB) North of Goldenwest Street	Westminster	NSR in progress
11	Orange Freeway (State Route 57) Northbound (NB) North of Lincoln Avenue	Anaheim	Study pending available funding
12	Orange Freeway (State Route 57) Northbound (NB) South of Lincoln Avenue	Anaheim	Study pending available funding
13	Costa Mesa Freeway (State Route 55) Northbound (NB) North of Garden Grove Freeway (State Route 22)	Orange	Study pending available funding
14	San Diego Freeway (Interstate 5) Southbound (SB) South of Camino De Estrella	San Clemente	Study pending available funding
15	San Diego Freeway (Interstate 5) Northbound (NB) North of Avenida Vista Hermosa	San Clemente	Study pending available funding
16	San Diego Freeway (Interstate 405) Northbound (NB) North of Beach Boulevard	Huntington Beach	Study pending available funding
17	San Diego Freeway (Interstate 405) Northbound (NB) South of Brookhurst Street	Fountain Valley	Study pending available funding
18	San Diego Freeway (Interstate 5) Northbound (NB) South of Camino Las Ramblas	San Juan Capistrano	Study pending available funding
19	Artesia Freeway (State Route 91) Eastbound (EB) East of Orangethorpe Avenue	La Palma	Study pending available funding
20	San Diego Freeway (Interstate 405) Northbound (NB) Magnolia Avenue to Beach Boulevard	Westminster	Study pending available funding
21	San Diego Freeway (Interstate 5) Southbound (SB) South of Avenida Pico	San Clemente	Study pending available funding

<sup>1</sup> NSR refers to Noise Study Report

<sup>2</sup> NBSSR refers to Noise Barrier Scope Summary Report

Note: Priority for walls 11 thru 21 are determined by the date Caltrans received the complaint. Once the NSR is completed, Priority Index (PI) will determine the order in which the NBSSR will be completed.

 Shaded projects denotes report is in progress.



**ATTACHMENT C****Orange County Freeway Retrofit Soundwall Program: Tier One List**

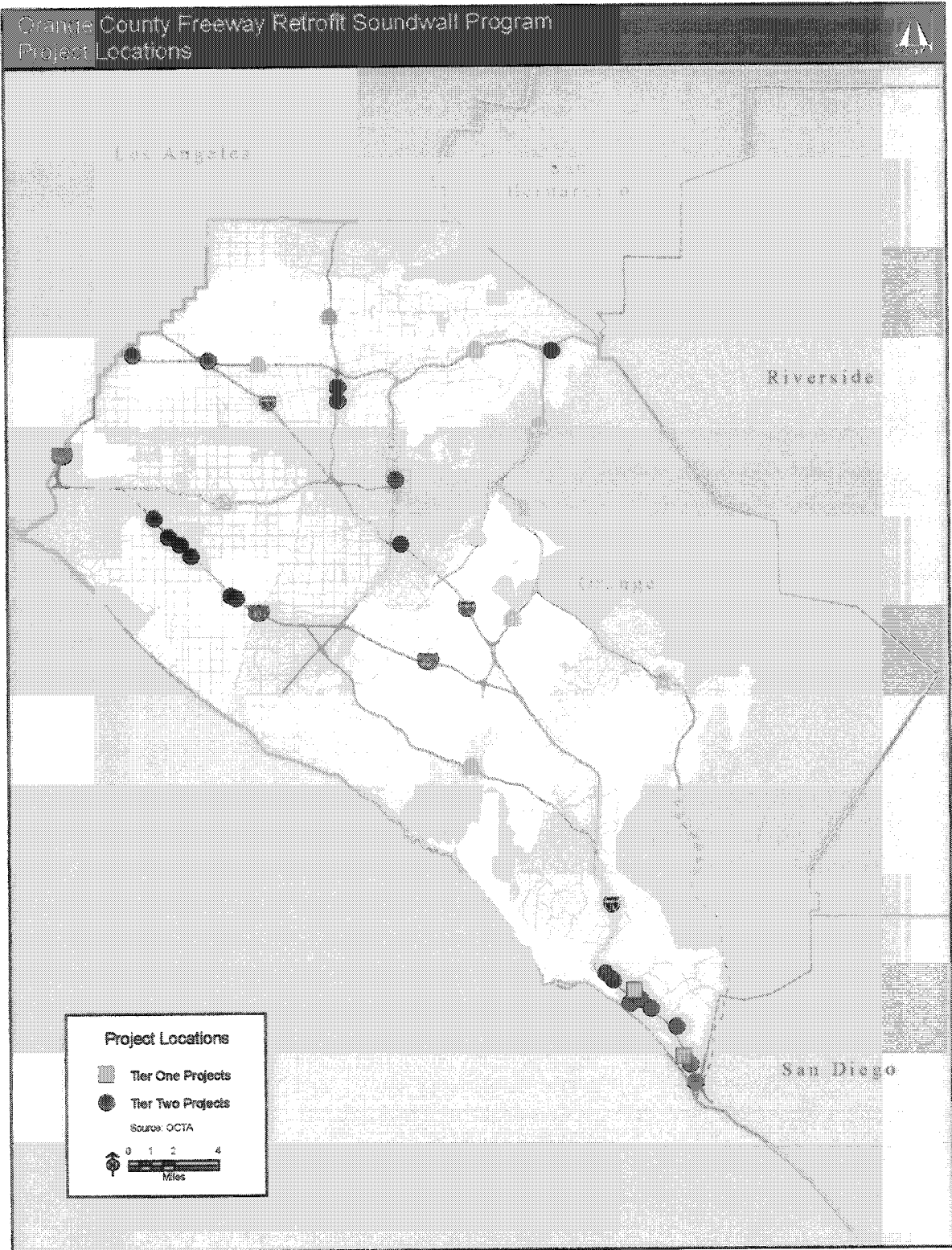
Project Description	City	Status <sup>1, 2</sup>
San Diego Freeway (Interstate 5) Southbound (SB) South of El Camino Real	San Clemente	NBSSR Approved
San Diego Freeway (Interstate 5) Northbound (NB) South of Camino Estrella (Avenida Vaquero)	San Clemente	NBSSR Approved

<sup>1</sup> NSR refers to Noise Study Report

<sup>2</sup> NBSSR refers to Noise Barrier Scope Summary Report



**Orange County Freeway Retrofit Soundwall Program: Project Locations**





## Freeway Retrofit Soundwall Policy, Updated April 2007 with strikethrough

### Freeway Retrofit Soundwall Policy

Updated Revised June 12, 2006, April 2007

#### 1. Eligibility Requirements

- A. Qualifying conditions are limited to the **exterior of** residential areas next **close** to existing freeways **or state highways** where **noise levels generated by freeway or highway traffic** ~~noise levels exceed 67 dBA (Leq(h))<sup>1</sup>.~~
- ~~B.B.~~ A retrofit noise barrier must be cost effective. The ~~cost~~ **cost**<sup>2</sup> effectiveness criterion is established as \$62,000 (2006 dollars) per benefited residential unit. ~~located immediately adjacent to a freeway (first row of residences).~~ This criterion will be adjusted every other year using the Caltrans Construction Cost Index as a guide. **Noise barrier's cost effectiveness calculations should include all benefited residential units (i.e., houses, apartments, and condominiums) close to a freeway/highway that will benefit by a reduction of 5 dBA or more as a result of the noise barrier construction.**
- ~~B.~~
- ~~D.~~ ~~Noise barrier's cost effectiveness calculations should include all benefited residential units (i.e., houses, apartments, and condominiums) immediately located adjacent close to a freeway (first row residences) that will benefit by a reduction of 5dBA or more as a result of the noise barrier construction, unless specified otherwise in Item 1(D).~~
- ~~E.~~ ~~If a noise barrier fails the cost effectiveness criterion by 10 percent or less, a supplemental evaluation may be conducted to include benefited residential units beyond first row of residences. Cost effectiveness may be achieved if the criterion can be satisfied through a supplemental evaluation.~~
- ~~F.~~ ~~Cost effectiveness may be achieved or enhanced through a local funding contribution. The amount of a local funding will be used to reduce the project cost<sup>2</sup>.~~

<sup>1</sup> Measured as the energy-average of the A-weighted sound levels occurring during a one hour period, dBA, Leq(h).

<sup>2</sup> Project costs are defined as all items necessary for construction according to the Caltrans Traffic Noise Analysis Protocol and Appendix F of the Caltrans Project Development Procedures Manual.

- ~~F.C.~~ A retrofit noise barrier must meet minimum **cost effectiveness criterion** and state and federal standards ~~and considered cost effective~~ in order to be added to the Tier One project list.

**D. Noise abatement will only be provided:**

- **On state right of way; if more than 50% of the affected property owners want the sound barrier.**
- **On private property; if 100% of the property owners who are impacted agree to have the wall on their property and accept the maintenance for the barrier.**

2. Ineligible Projects

- A. Noise barriers identified as part of an environmental document for noise abatement purposes for highway improvement or development projects will not be eligible as a retrofit noise barrier.
- B. Noise impacts resulting from rail or from sources other than a freeway or state ~~route~~ **highway** will not be considered under this program.
- C. Non-residential areas will not be considered under this program.
- D. Projects that do not meet the cost effectiveness criterion will not be considered under this program.
- E. **Locations where such measures were previously determined not to be reasonable and feasible for a Tier One project.**

3. Eligible Expenditures

- A. Only project features directly attributable to a retrofit noise barrier are eligible for funding. Acceptable project features include drainage modification, earthwork, safety treatments, miscellaneous asphalt paving, landscaping, traffic control, and right of way acquisition that is directly related to and needed for proper installation of the noise barrier.
- B. Support costs (development of final engineering plans, environmental clearance, right of way appraisal, construction management) are eligible for funding. Inappropriate project features include maintenance, upgrades, or enhancements to the adjacent residence or roadway, roadway slopes, or roadway features.

- C. The aesthetic design feature of the retrofit soundwall should be based on the 1995 OCTA/Caltrans Masterplan for Freeway Corridor Enhancements and be consistent with adjacent soundwalls along the freeway corridor to the maximum extent possible.
- D. For soundwalls outside the state right of way, a local jurisdiction may opt for a sound barrier design that is different from that existing soundwalls along the corridor. In this case, the local jurisdiction must pay any additional cost of construction or maintenance for the wall. An example would be a transparent barrier for which the local jurisdiction would pay the additional costs to construct and maintain this type of wall.

~~C. OCTA reserves the right to fund more cost effective noise mitigation alternatives. A local jurisdiction shall have the right to select a different state approved sound barrier type other than the Caltrans recommended sound barrier, provided the cost differential is paid for by the local jurisdiction. In addition, maintenance of the locally preferred sound barrier shall be borne by the local jurisdiction. A resolution of the city council shall be required by such agreement.~~

#### 4. Noise Barrier Requests

- A. Caltrans will maintain a Request Log that documents all future requests for noise barriers and field measurements. Caltrans will investigate on a first-come basis all future requests contained in the Request Log.
- B. Caltrans will notify the requestor, local jurisdiction, and OCTA regarding the findings of the Initial Assessment.

#### 5. Technical Traffic Noise Report

Prior to preparation of Noise Barrier Scope Summary Report (NBSSR) , a detailed Technical Traffic Noise Report (NSR) will be prepared according to the requirements of Caltrans. The noise report will include an accurate registered civil engineer's cost estimate for the proposed noise barrier prepared by a registered civil engineer.

#### 5.6. Noise Barrier Scope Summary Report (NBSSR)

- A. All NBSSRs will include noise studies and Priority Index calculations and be prepared according to Appendix F of the Caltrans Project

Development Procedures Manual. **The cost estimate made during the NSR will be refined and adjusted during the NBSSR phase.**

- B. Caltrans is responsible for oversight, review, and approval of NBSSRs for compliance with state guidelines as defined through cooperative agreements.
- C. All NBSSRs must address long-term maintenance strategies and include alternative mitigation.

## 7. ~~7.~~ Priority Index Calculation

- ~~D.A~~ The Priority Index (PI) number is used for ranking Tier One projects and is calculated using the following formula.

$$PI = (NL-67)^2 * AR * LU / \text{Cost (in \$1,000)}$$

NL: Is the average of the field-measured noise levels, dBA, Leq(h) measured during the noisiest hour of the day.

AR: Is the average reduction in noise levels that the proposed noise barrier will achieve. The 67 dBA, Leq(h), is a goal for achievement, but is not mandatory. However, any noise barrier considered under this program must provide a minimum of 5 dBA noise reduction.

LU: Is the number of residential units ~~immediately adjacent~~ **close to the freeway/highway (i.e., first line receivers)** that will receive a minimum of 5 dBA noise reduction with the proposed noise barrier.

Cost: The **base alternative** noise barrier cost in \$1,000's includes all items necessary for construction according to the Caltrans Traffic Noise Analysis Protocol and Appendix F of the Caltrans Project Development Procedures Manual.

- ~~E.B~~ For projects that include noise barriers at multiple locations, the overall project's PI is calculated independently for each location. The PI for the combined project is calculated using a weighted average method, with the weighting based on the number of residential units at each location.

- ~~F.C~~ For projects on the Tier Two list, a preliminary PI will be calculated using project costs as estimated in the Noise Study Report.

## 7.8. Priority Index ~~(PI)~~ Enhancements

- A. An added factor in determining priority is the age of residential units immediately adjacent to the freeway and whether the units were constructed prior to the opening of the freeway segment. The NBSSR must provide documentation of the date of the structure and determine the percentage of residential units that predate the applicable segment of the freeway. PI calculated by the above formula is enhanced by an amount equal to the ~~actual~~ **decimal** percentage of residential units that were built prior to the opening date of the freeway segment **multiplied by a factor of three**. For example, if ~~the PI for a noise barrier is calculated to be 10.00 and the current qualifying residential unit decimal percentage is 52.50..52 percent, then the priority index is enhancement to the PI is 1.56. So if adjusted to 62.5, the PI is calculated to be 0.5, it becomes 2.06 after the enhancement.~~
- B. Another factor that may enhance priority is the amount of funds contributed from a local jurisdiction. The PI of the project will be increased by an amount equal to the ~~actual~~ **decimal** percentage of local funding contributed towards the project cost **multiplied by a factor of five**. Each percentage of cost equates to ~~One~~ **.05** PI point. For example, if a local jurisdiction contributes 30% to the project cost, the PI is increased by ~~1.5~~ **30** points. **So if the PI is calculated to be 0.5, it becomes 2.0 after the enhancement.** Local contributions to all phases of the project will be considered in PI enhancement including NBSSRs, environmental documentation and design. The project cost used for determining the level of contribution is the same as for determining the PI. Resolution of the city council demonstrates a local contribution.
- C. A noise barrier may qualify for both types of priority enhancements.
- D. OCTA reserves the right to design, construct and/or coordinate improvements with other programmed projects (including safety barriers) to minimize construction impacts to the community, maximize cost effectiveness, and ensure the timely delivery of projects.

#### 8.9. Project Lists

- A. Caltrans will perform field noise measurements as needed.
- B. All projects that exceed 67 dBA move to the Tier Two project list.
- C. OCTA will maintain a two-tiered list of potential freeway retrofit soundwall projects as follows:

**Tier One Projects: Proposed noise barriers with approved NBSSRs.**

Tier Two Projects: Proposed noise barriers awaiting **NSR & NBSSRs**.

~~Tier One Projects: Proposed noise barriers with approved NBSSRs.~~

- D. Future projects identified in Tier Two will be listed according to date of complaint. NBSSRs will be completed by OCTA in rank order according to their preliminary PI.
- E. A proposed project will advance to Tier One once the NBSSR is approved by Caltrans. Tier One projects will be identified and funded in rank order according to their PI. Proposed noise barriers shall, whenever possible, be coordinated with projects currently programmed in the Regional Transportation Improvement Program ~~(RTIP)~~. OCTA reserves the right to determine the phasing of projects.

#### **9.10. Fund Allocation**

- A. Funds will be made available through the State Transportation Improvement Program (STIP) or other eligible funds to develop and construct approved retrofit noise barriers. STIP funds are subject to allocation by the California Transportation Commission.
- B. Funds will be allocated to noise barrier(s) with the highest ~~Priority Index~~ **PI** number as determined by the ~~Noise Barrier Scope Summary Report~~ (NBSSR). A two-tiered project list will be maintained consisting of Tier One and Tier Two projects. Funds will only be allocated to Tier One projects.
- C. To accelerate the study process, local jurisdictions may elect to fund and complete their own **NSRs and NBSSRs**. **Both reports will require oversight from** ~~by~~ **OCTA**.

# Freeway Retrofit Soundwall Policy

Revised April 2007

## 1. Eligibility Requirements

- A. Qualifying conditions are limited to the exterior of residential areas close to existing freeways or state highways where noise levels generated by freeway or highway traffic exceed 67 dBA (Leq(h))<sup>1</sup>.
- B. A retrofit noise barrier must be cost effective. The cost <sup>2</sup> effectiveness criterion is established as \$62,000 (2006 dollars) per benefited residential unit. This criterion will be adjusted every other year using the Caltrans Construction Cost Index as a guide. Noise barrier's cost effectiveness calculations should include all benefited residential units (i.e., houses, apartments, and condominiums) close to a freeway/highway that will benefit by a reduction of 5 dBA or more as a result of the noise barrier construction.
- C. A retrofit noise barrier must meet minimum cost effectiveness criterion and state and federal standards in order to be added to the Tier One project list.
- D. Noise abatement will only be provided:
  - On state right of way; if more than 50% of the affected property owners want the sound barrier.
  - On private property; if 100% of the property owners who are impacted agree to have the wall on their property and accept the maintenance for the barrier.

## 2. Ineligible Projects

- A. Noise barriers identified as part of an environmental document for noise abatement purposes for highway improvement or development projects will not be eligible as a retrofit noise barrier.
- B. Noise impacts resulting from rail or from sources other than a freeway or state highway will not be considered under this program.

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<sup>1</sup> Measured as the energy-average of the A-weighted sound levels occurring during a one hour period, dBA, Leq(h).

<sup>2</sup> Project costs are defined as all items necessary for construction according to the Caltrans Traffic Noise Analysis Protocol and Appendix F of the Caltrans Project Development Procedures Manual.

- C. Non-residential areas will not be considered under this program.
- D. Projects that do not meet the cost effectiveness criterion will not be considered under this program.
- E. Locations where such measures were previously determined not to be reasonable and feasible for a Tier One project.

### 3. Eligible Expenditures

- A. Only project features directly attributable to a retrofit noise barrier are eligible for funding. Acceptable project features include drainage modification, earthwork, safety treatments, miscellaneous asphalt paving, landscaping, traffic control, and right of way acquisition that is directly related to and needed for proper installation of the noise barrier.
- B. Support costs (development of final engineering plans, environmental clearance, right of way appraisal, construction management) are eligible for funding. Inappropriate project features include maintenance, upgrades, or enhancements to the adjacent residence or roadway, roadway slopes, or roadway features.
- C. The aesthetic design feature of the retrofit soundwall should be based on the 1995 OCTA/Caltrans Masterplan for Freeway Corridor Enhancements and be consistent with adjacent soundwalls along the freeway corridor to the maximum extent possible.
- D. For soundwalls outside the state right of way, a local jurisdiction may opt for a sound barrier design that is different from that existing soundwalls along the corridor. In this case, the local jurisdiction must pay any additional cost of construction or maintenance for the wall. An example would be a transparent barrier for which the local jurisdiction would pay the additional costs to construct and maintain this type of wall.

### 4. Noise Barrier Requests

- A. Caltrans will maintain a Request Log that documents all future requests for noise barriers and field measurements. Caltrans will investigate on a first-come basis all future requests contained in the Request Log.
- B. Caltrans will notify the requestor, local jurisdiction, and OCTA regarding the findings of the Initial Assessment.

5. Technical Traffic Noise Report

Prior to preparation of Noise Barrier Scope Summary Report (NBSSR) , a detailed Technical Traffic Noise Report (NSR) will be prepared according to the requirements of Caltrans. The noise report will include a cost estimate for the proposed noise barrier prepared by a registered civil engineer.

6. Noise Barrier Scope Summary Report

- A. All NBSSRs will include noise studies and Priority Index calculations and be prepared according to Appendix F of the Caltrans Project Development Procedures Manual. The cost estimate made during the NSR will be refined and adjusted during the NBSSR phase.
- B. Caltrans is responsible for oversight, review, and approval of NBSSRs for compliance with state guidelines as defined through cooperative agreements.
- C. All NBSSRs must address long-term maintenance strategies and include alternative mitigation.

7. Priority Index Calculation

- A The Priority Index (PI) number is used for ranking Tier One projects and is calculated using the following formula.

$$PI = (NL-67)^2 * AR * LU / \text{Cost (in \$1,000)}$$

NL: Is the average of the field-measured noise levels, dBA, Leq(h) measured during the noisiest hour of the day.

AR: Is the average reduction in noise levels that the proposed noise barrier will achieve. The 67 dBA, Leq(h), is a goal for achievement, but is not mandatory. However, any noise barrier considered under this program must provide a minimum of 5 dBA noise reduction.

LU: Is the number of residential units close to the freeway/highway that will receive a minimum of 5 dBA noise reduction with the proposed noise barrier.

Cost: The base alternative noise barrier cost in \$1,000's includes all items necessary for construction according to the Caltrans Traffic Noise Analysis Protocol and Appendix F of the Caltrans Project Development Procedures Manual.

- B For projects that include noise barriers at multiple locations, the overall project's PI is calculated independently for each location. The PI for the combined project is calculated using a weighted average method, with the weighting based on the number of residential units at each location.
- C For projects on the Tier Two list, a preliminary PI will be calculated using project costs as estimated in the Noise Study Report.

## 8. Priority Index Enhancements

- A. An added factor in determining priority is the age of residential units immediately adjacent to the freeway and whether the units were constructed prior to the opening of the freeway segment. The NBSSR must provide documentation of the date of the structure and determine the percentage of residential units that predate the applicable segment of the freeway. PI calculated by the above formula is enhanced by an amount equal to the decimal percentage of residential units that were built prior to the opening date of the freeway segment multiplied by a factor of three. For example, if the current qualifying residential unit decimal percentage is 0.52 , then the enhancement to the PI is 1.56. So if the PI is calculated to be 0.5, it becomes 2.06 after the enhancement.
- B. Another factor that may enhance priority is the amount of funds contributed from a local jurisdiction. The PI of the project will be increased by an amount equal to the decimal percentage of local funding contributed towards the project cost multiplied by a factor of five. Each percentage of cost equates to 0.05 PI point. For example, if a local jurisdiction contributes 30% to the project cost, the PI is increased by 1.5 points. So if the PI is calculated to be 0.5, it becomes 2.0 after the enhancement. Local contributions to all phases of the project will be considered in PI enhancement including NBSSRs, environmental documentation and design. The project cost used for determining the level of contribution is the same as for determining the PI. Resolution of the city council demonstrates a local contribution.
- C. A noise barrier may qualify for both types of priority enhancements.
- D. OCTA reserves the right to design, construct and/or coordinate improvements with other programmed projects (including safety barriers) to minimize construction impacts to the community, maximize cost effectiveness, and ensure the timely delivery of projects.

9. Project Lists

- A. Caltrans will perform field noise measurements as needed.
- B. All projects that exceed 67 dBA move to the Tier Two project list.
- C. OCTA will maintain a two-tiered list of potential freeway retrofit soundwall projects as follows:
  - Tier One Projects: Proposed noise barriers with approved NBSSRs.
  - Tier Two Projects: Proposed noise barriers awaiting NSR & NBSSRs.
- D. Future projects identified in Tier Two will be listed according to date of complaint. NBSSRs will be completed by OCTA in rank order according to their preliminary PI.
- E. A proposed project will advance to Tier One once the NBSSR is approved by Caltrans. Tier One projects will be identified and funded in rank order according to their PI. Proposed noise barriers shall, whenever possible, be coordinated with projects currently programmed in the Regional Transportation Improvement Program. OCTA reserves the right to determine the phasing of projects.

10. Fund Allocation

- A. Funds will be made available through the State Transportation Improvement Program (STIP) or other eligible funds to develop and construct approved retrofit noise barriers. STIP funds are subject to allocation by the California Transportation Commission.
- B. Funds will be allocated to noise barrier(s) with the highest PI number as determined by the NBSSR. A two-tiered project list will be maintained consisting of Tier One and Tier Two projects. Funds will only be allocated to Tier One projects.
- C. To accelerate the study process, local jurisdictions may elect to fund and complete their own NSRs and NBSSRs. Both reports will require oversight by OCTA.



**Comparison of the Cost of Soundwall Alternatives**

<b>DESCRIPTION OF SOUNDWALL CONSTRUCTION</b>	<b>Cost per linear foot</b>
Remove and Replace Soundwall (Masonry Block) on piles on EOS	\$ 775
Construct Soundwall (Masonry Block) on EOS on piles	\$ 650
Construct Soundwall (Masonry Block) on EOS on spread footing	\$ 700
Construct Soundwall (Masonry Block) on Structure	\$ 2,050
Construct Soundwall (Precast Concrete) on EOS	\$ 1,775
Construct Soundwall (Quilite or Similar) on EOS on piles	\$ 845
Construct Soundwall (Quilite or Similar) on EOS on spread footing	\$ 910

EOS - Edge of Shoulder

Quilite - Clear Panel on Masonry Block Wall

- Notes:
1. The cost estimate for soundwalls at the edge-of-shoulder (EOS) is based on a maximum height of 14 feet.
  2. Aesthetic treatment to the face of barriers similar to the I-5 through Anaheim will add approximately 40 % increase to the cost of the wall.
  3. Cost estimates are based on recent construction bid prices.





*BOARD COMMITTEE TRANSMITTAL*

**May 14, 2007**

**To:** Members of the Board of Directors

**From:** Wendy Knowles, Clerk of the Board *Wk*

**Subject:** Consultant Selection for Project Report and Environmental Document Services for Improvements on Westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5)

Regional Planning and Highways Committee

May 7, 2007

**Present:** Directors Amante, Cavecche, Dixon, Green, Mansoor, Norby, Pringle, and Rosen

**Absent:** Director Glaab

***Committee Vote***

This item was passed by all Committee Members present.

Directors Cavecche and Pringle were not present to vote on this matter.

***Committee Recommendations***

- A. Select DMJM Harris/AECOM as the top ranked firm to prepare the Project Report and Environmental Document for the westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5).
- B. Authorize the Chief Executive Officer to request a cost proposal from DMJM Harris/AECOM and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.





**May 7, 2007**

**To:** Regional Planning and Highways Committee

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

**Subject:** Consultant Selection for Project Report and Environmental Document Services for Improvements on Westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5)

### **Overview**

The Orange County Transportation Authority (OCTA) is advancing a Renewed Measure M freeway project to relieve congestion along the westbound direction of the Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5). Proposals and statements of qualifications were solicited for services to prepare the Project Report and Environmental Document for this project in accordance with the Orange County Transportation Authority's procurement procedures for the retention of consultants to perform architectural and engineering work. Board of Directors approval is requested for the selection of a firm to perform the required work.

### **Recommendations**

- A. Select DMJM Harris/AECOM as the top ranked firm to prepare the Project Report and Environmental Document for the westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5).
- B. Authorize the Chief Executive Officer to request a cost proposal from DMJM Harris/ AECOM and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.

### ***Background***

Improvements to the westbound Riverside Freeway (State Route 91), between the Costa Mesa Freeway (State Route 57) and the San Diego Freeway (Interstate 5) were included in the Renewed Measure M freeway program. This project was also identified as a critical chokepoint within the northern region of the County. The Orange County Transportation Authority (Authority) has proposed to advance this project by preparing an environmental document and project report prior to the actual start of the renewed Measure M program. This early work will be funded through Orange County Unified Transportation Trust (OCUTT) funds.

A Project Study Report (PSR) was completed for this project in June 2004. The PSR recommended two build alternatives that need to be further studied to arrive at a Preferred Alternative. Once the Preferred Alternative is cleared environmentally, the project will be ready to proceed to the design and construction phases.

### ***Discussion***

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

The project was initially advertised on March 7 and March 11, 2007, in a newspaper of general circulation and sent electronically to 1150 firms registered on CAMMNET. A pre-proposal meeting was held on March 12, 2007, and was attended by 23 firms.

On March 29, 2007, five proposals were received. An evaluation committee composed of staff from the Authority and the California Department of Transportation reviewed the proposed work plans and firm qualifications.

**Consultant Selection for Project Report and Environmental Document Services for Improvements on Westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5)**

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**Page 3**

The evaluation committee reviewed all proposals and found three of the firms qualified for the work. The committee interviewed each of the qualified firms. The three qualified firms are:

Firm and Location

DMJM Harris/AECOM  
Orange, California

URS Corporation  
Orange, California

PB Americas, Inc.  
Orange, California

Based on the quality of the proposals and interviews, the evaluation committee has ranked DMJM Harris/AECOM as the number one firm qualified to perform the work.

**Fiscal Impact**

Funding for this contract is included in the Authority's Fiscal Year 2006-07 Budget, Development Division, Account 1537-7519-A0001-D6W, and is funded through OCUTT funds.

***Summary***

Staff recommends the selection of DMJM Harris/AECOM as the qualified firm to complete the Project Report and Environmental Document on State Route 91 between State Route 57 and Interstate 5.

Staff is requesting authorization to negotiate an agreement within the approved budget of \$1,500,000.

**Consultant Selection for Project Report and Environmental Document Services for Improvements on Westbound Riverside Freeway (State Route 91) between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5)**

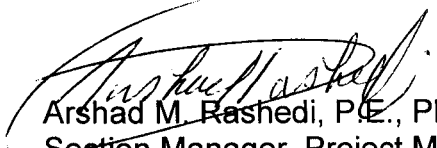
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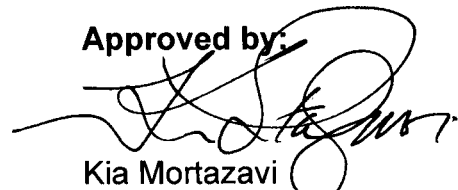
***Attachment***

None.

**Prepared by:**

  
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**Approved by:**

  
Kia Mortazavi  
Executive Director, Development  
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BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** South Orange County Major Investment Study - Mobility Problem Purpose/Need and Initial Set of Alternative Strategies

Regional Planning and Highways Committee

May 7, 2007

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

***Committee Vote***

This item was passed by all Committee Members present.

Director Cavecche was not present to vote on this matter.

***Committee Recommendations***

- A. Approve Mobility Problem and Statement of Purpose and Need as described.
- B. Approve the Initial Set of Alternative Strategies.
- C. Direct staff to return by September 2007, with the initial Screening Report and a reduced set of recommended Conceptual Alternatives.





**May 7, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer *AT Leahy PL*  
**Subject:** South Orange County Major Investment Study - Mobility Problem Purpose/Need and Initial Set of Alternative Strategies

### **Overview**

The Orange County Transportation Authority is conducting a Major Investment Study for the south Orange County area. Current efforts are presented for Board of Directors review and approval.

### **Recommendations**

- A. Approve Mobility Problem and Statement of Purpose and Need as described.
- B. Approve the Initial Set of Alternative Strategies.
- C. Direct staff to return by September 2007, with the initial Screening Report and a reduced set of recommended Conceptual Alternatives.

### **Background**

In October 2005, the Orange County Transportation Authority (OCTA) launched the South Orange County Major Investment Study (SOCMIS). The objective of the SOCMIS is to develop consensus on a Locally Preferred Strategy of multi-modal transportation improvements for potential implementation over the next 25 years. This Major Investment Study (MIS) follows the same set of tasks and decision milestones as other MISs conducted in Orange County. This effort encompasses the first phase of a three-phased study. Phase 1 of the study will: (1) quantify current and future transportation problems in south Orange County; (2) develop a Statement of Purpose and Need; and (3) develop a broad range of multi-modal alternative strategies addressing needed transportation improvements; Phase 2 will evaluate these strategies and recommend a reduced set of conceptual alternatives; and Phase 3 will identify a Locally Preferred Strategy. All three phases are

expected to be complete by early 2008. A flow chart describing this process along with the SOCMIS study area is provided in Attachments A and B.

The SOCMIS also includes a public involvement program that continues throughout the life of this study. OCTA is committed to encouraging public involvement and seeking their input throughout the transportation planning process. In order to solicit feedback, OCTA has developed a program that communicates proactively and engages a broad range of stakeholders throughout the study process. Attachment C provides an overview of OCTA's outreach activities to date.

### ***Discussion***

The Mobility Problem and Statement of Purpose and Need, summarizes the need for future transportation improvements based on the problems and deficiencies identified in the south Orange County study area. It provides the basis for defining alternatives for consideration, comparing alternative strategies, and ultimately for selecting a Locally Preferred Strategy for the south Orange County study area. The Mobility Problem and Statement of Purpose and Need also provides a starting point in forming the evaluation measures that will be used to screen alternative strategies in favor of more competitive options during the study process.

#### **Mobility Problem and Statement of Purpose and Need**

The Executive Summary for the SOCMIS Mobility Problem and Statement of Purpose and Need highlights the technical analysis of the transportation system in the study area (Attachment D). This, coupled with agency input received to date, has led to the development of eight key issues to be addressed by the SOCMIS. These key issues represent problems as well as opportunities for improvement. The key issues include:

- Freeway Congestion
- Arterial Roadway Congestion
- Weekend Congestion
- Lack of Transit Choices
- Rail Corridor Constraints
- Economic Growth/Quality of Life
- Maximize Existing Infrastructure
- Systems Gaps

#### **Initial Set of Alternative Strategies**

The Initial Set of Alternative Strategies identifies a broad range of potential solutions to the mobility problems presented in the Mobility Problem and

Statement of Purpose and Need (Attachment E). These alternative strategies are multimodal and build upon each other in cumulative layers, similar to how alternatives were developed and examined in OCTA's Long Range Transportation Plan. At this point in the study process, the conceptual alternatives should include all reasonable conceptual strategies. A summary of the Initial Set of Alternative Strategies is provided below:

#### **2030 Baseline**

The 2030 Baseline alternative includes all committed, funded and/or environmentally cleared projects that will be completed or under construction in the study area by the study planning horizon of 2030. These are comprised of all existing projects as well as all projects in the Regional Transportation Improvement Program. Some examples of these projects include the Foothill Transportation Corridor (State Route 241) completion, adding one lane per direction to the toll roads, 30-minute frequency Metrolink service, and several significant arterial projects such as the Alton Parkway extension and the La Pata Road completion.

#### **Transportation Systems Management (TSM)/Transportation Demand Management (TDM) Alternative**

This alternative is a required component of the MIS process and will be carried forward as the basis of each subsequent alternative. The purpose of the TSM/TDM alternative is to develop strategies that improve the roadway system's performance and result in more efficient use of transportation resources. Examples of TSM/TDM strategies include auxiliary lanes and minor interchange improvements, Intelligent Transportation System-related improvements (such as the signal synchronization), safety and operational improvements, rideshare programs, parking pricing, and workplace flextime among others.

#### **Alternative 1 – Long Range Transportation Plan – Balance Plan + Transit**

This alternative includes all 2030 Baseline and TSM/TDM improvements. It also includes all Renewed Measure M projects in the study area and the full build-out of the Master Plan of Arterial Highways (MPAH) system. Major components of this alternative include adding one general purpose or high-occupancy vehicle (HOV) lane per direction on the San Diego/Santa Ana Freeway (Interstate 5) and San Diego Freeway (Interstate 405), generally within the existing right-of-way between several freeway interchange improvements. Along with the MPAH build-out

are complementary safety and operational improvements at key arterial locations. On the toll road system, new interchanges are included on State Route 241 (SR-241) at Jeffrey Road and Crown Valley Parkway. This alternative also includes transit improvements to increase and enhance bus and rail transit services.

**Alternative 2 – Alternative 1 + Toll Road Widening/Pricing + Transit**

Alternative 2 includes the improvements in the previous three alternatives. It also includes widening portions of the toll roads by one additional lane per direction over the 2030 Baseline. This alternative will be analyzed with two toll-pricing scenarios to test performance with both lower tolls and no tolls. Additionally, the alternative will be analyzed with and without an Interstate 5 (I-5)/San Joaquin Transportation Corridor (State Route 73) to SR-241 connector roadway. Alternative 2 will be analyzed with two transit improvement options. The first transit option includes items such as increased transit service, express bus on the toll roads, and increased number of trains on the weekend. The second option builds on the first and adds items such as bus rapid transit, double tracking the Los Angeles/San Diego–San Luis Obispo Rail Corridor Agency (LOSSAN) corridor, and multimodal centers.

**Alternative 3 – Alternative 1 + Additional Freeway Widening + Transit**

This alternative builds on improvements in the first three alternatives but does not include Alternative 2. It includes several major roadway options. First, it will test widening the freeways, generally outside of available right-of-way, to add one additional lane in each direction over and above the lanes added in Alternative 1. These additional lanes will be analyzed as general-purpose lanes, HOV lanes, and as high-occupancy/toll lanes. Arterial capacity would be further increased by upgrading and expanding two major east-west corridors, Oso Parkway and Ortega Highway, between Antonio Parkway and I-5. Arterial capacity enhancement strategies such as grade separations at congested major intersections are also included. This alternative also includes two transit improvement options that will be analyzed.

**Alternative 4 – Alternative 1 + Toll Road/Freeway Widening + Transit**

Alternative 4 builds on all of the previous alternatives including the 2030 Baseline, TSM/TDM, and Alternatives 1, 2, and 3 improvements. Therefore, this alternative includes both the widening of I-5 and Interstate 405, as well as the toll road system beyond what is included in the

2030 Baseline and Renewed Measure M. This alternative maximizes roadway capacity by widening portions of the entire freeway and toll road system within the study area. In addition, it includes a State Route 73/I-5 to SR-241 connector roadway. The alternative will be analyzed with the two transit options discussed in the previous alternatives. In addition, it includes assessment of a passenger rail re-alignment option where a new double track rail line would follow the SR-241 from the San Diego County line north and reconnect with the LOSSAN corridor in Irvine. These improvement strategies will be analyzed with two toll road-pricing scenarios to test performance with lower tolls and with no tolls.

#### **Next Steps**

With the Board of Directors' (Board) approval of Phase 1 of the SOCMIS, as presented in Attachments D and E, staff will continue to work with the various project committees to narrow the range of alternative strategies. Staff anticipates returning to the Regional Planning and Highways Committee in September 2007 with a reduced set of alternative strategies for consideration.

#### **Summary**

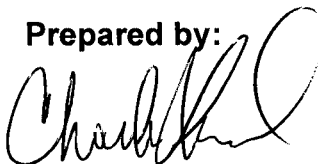
OCTA is working to develop strategies to improve travel in the south Orange County area. A Mobility Problem and Statement of Purpose and Need along with an Initial Set of Alternative Strategies are presented for Board consideration. Technical analysis and public outreach efforts will guide the screening of conceptual alternatives, producing a reduced set of candidate alternatives for more detailed study that will be brought to the Board for review by September 2007.

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***Attachments***

- A. SOC MIS Study Process
- B. South Orange County Major Investment Study
- C. Overview of OCTA's Outreach Activities
- D. South Orange County Major Investment Study Mobility Problem and Statement of Purpose and Need - Executive Summary, February 2007
- E. South Orange County Major Investment Study Initial Set of Alternative Strategies, March 22, 2007

**Prepared by:**



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**Approved by:**



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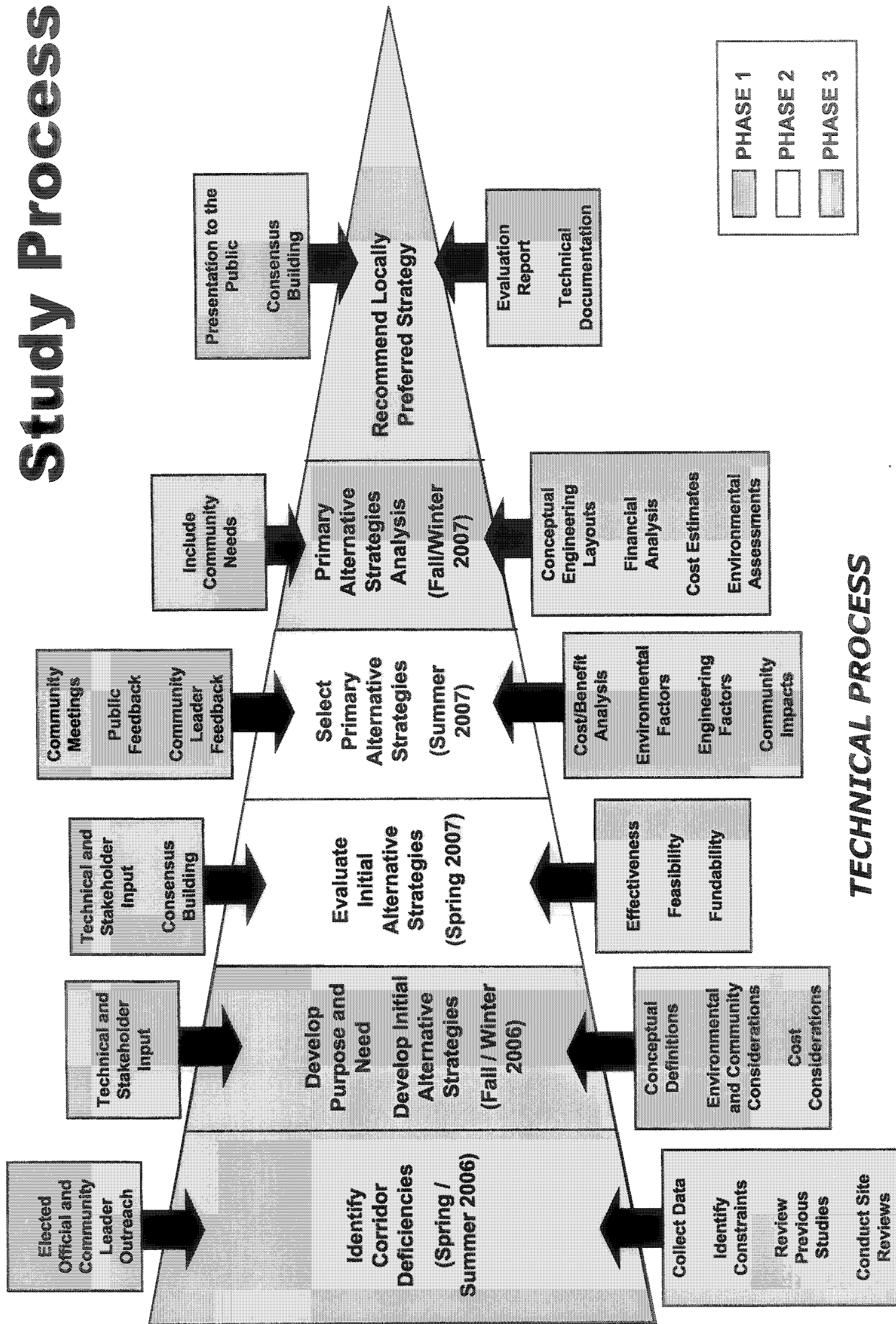


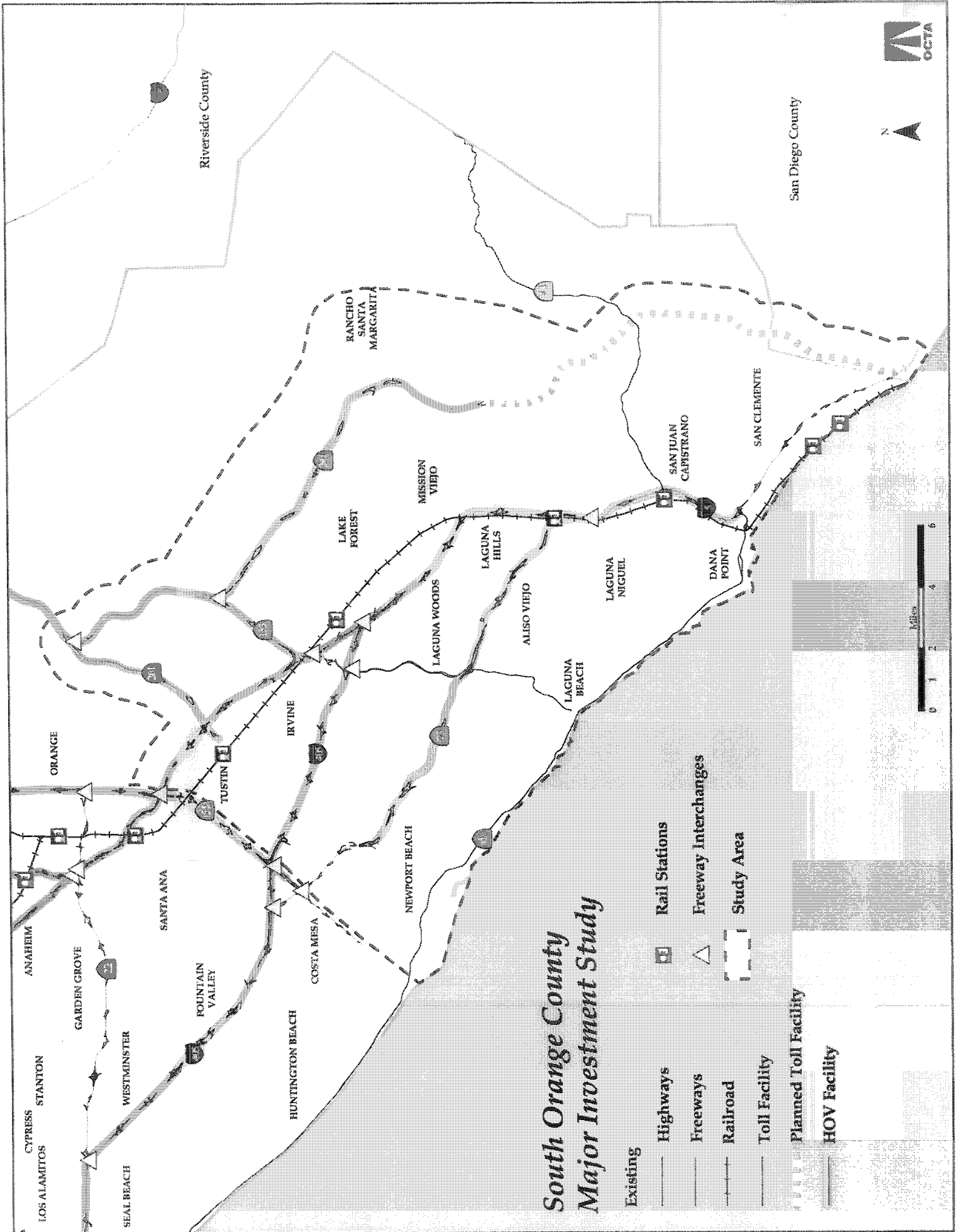


# SOC MIS Study Process

ATTACHMENT A

PUBLIC OUTREACH





### **Overview of OCTA's Outreach Activities**

OCTA is committed to getting the public involved and seeking their input throughout the transportation planning process. Today, it is more challenging than ever to activate community members to get involved in civic life and have their voices heard in the public process as they spend more and more time traveling to and from work and/or engaged in essential daily activities. To achieve the goal of soliciting feedback from a broad range of stakeholders, it is necessary to create a public involvement program that will engage today's community members utilizing both traditional and non-traditional outreach methods. For the South Orange County Major Investment Study, OCTA has developed a program that communicates proactively and engages stakeholders throughout the study process.

To date, OCTA has conducted the following outreach activities:

- Conducted 16 one-on-one meetings with the study area cities (meeting with City Managers, Public Works Directors and Planning Directors) and with three stakeholder agencies – the Transportation Corridor Agencies, the California Department of Transportation and the County of Orange. The meetings were intended to seek their input on transportation and land use priorities and concerns at the beginning of the study process.
- Established a Stakeholder Working Group to provide feedback throughout the study process. Members represent a wide range of interests in south Orange County
- Formed a Policy Advisory Committee to provide input on a regular basis on the study's technical and public outreach activities
- Presented the study to interested community organizations (15 to date) through the OCTA Speakers Bureau program
- Created a study Web site that provides study background information, ways for the public to get involved, a survey, Frequently Asked Questions, and a glossary of technical terms
- Created an online survey seeking input on South County's transportation challenges and solutions to address those challenges
- Developed and distributed a press release introducing the study as a "Traffic re-design" for south Orange County and inviting people to get involved by visiting the Web site and completing the online survey
- Communicated via email updates with people interested in the study
- Established the Newsletter Network, an opportunity to partner with cities, community organizations, and other interest groups to distribute information via existing publications
- Created and distributed information contact cards at community events

The outreach process will continue to ensure the greatest level of public involvement possible throughout the study process.



**DRAFT FINAL**

**SOUTH ORANGE COUNTY  
MAJOR INVESTMENT STUDY  
MOBILITY PROBLEM AND  
STATEMENT OF PURPOSE AND NEED**

**EXECUTIVE SUMMARY**

*Prepared for:*



**FEBRUARY 2007**

**URS**

*In association with:*

**PARSONS CORPORATION**



## **S.0 EXECUTIVE SUMMARY**

### **S.1 INTRODUCTION**

The *South Orange County Mobility Problem and Statement of Purpose and Need* provides information on existing and future transportation conditions in the south Orange County study area and documents the purpose and need for improvements.

This assessment is intended to identify the underlying root causes of issues related to the transportation system in the south Orange County study area. The Purpose and Need Statement summarizes this technical information along with community input and identifies key trends and issues. Purpose and need is the first major milestone in the South Orange County Major Investment Study. The key issues in purpose and need lead to the determination of specific study objectives that shape the development of transportation alternative strategies as well as help identify which transportation strategy is the “locally preferred” solution for the south Orange County study area.

### **S.2 SOUTH ORANGE COUNTY STUDY AREA**

The south Orange County study area covers over forty percent of the land area of Orange County. Consequently, the study area is large and it is diverse. It is about 25 miles long and about 15 miles wide. And, similar to Orange County, it is roughly oriented along a northwest–southeast axis. The study area boundaries are generally defined as follows:

- State Route 55 (northern boundary)
- Santiago Canyon Road/Cleveland National Forest (eastern boundary)
- San Diego County Line (southern boundary)
- Pacific Coastline (western boundary)

A map of the south Orange County study area is shown in Figure S-1. The south Orange County study area contains, either wholly or in part, the following communities and local jurisdictions:

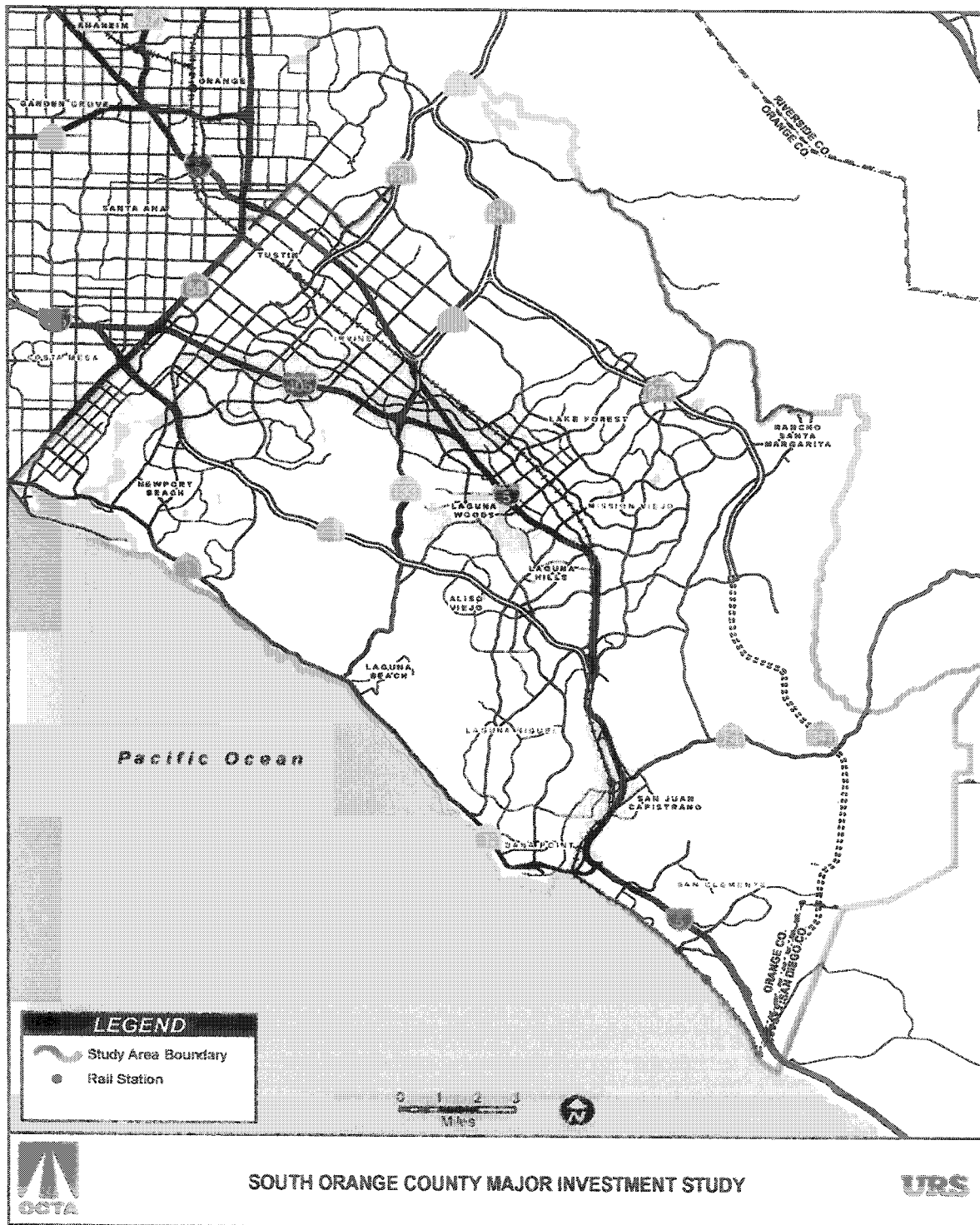
City of Aliso Viejo	City of Mission Viejo
City of Dana Point	City of Newport Beach
City of Irvine	City of Rancho Santa Margarita
City of Laguna Beach	City of San Clemente
City of Laguna Hills	City of San Juan Capistrano
City of Laguna Niguel	City of Tustin
City of Laguna Woods	Unincorporated Orange County
City of Lake Forest	

### **S.3 PURPOSE OF THE MAJOR INVESTMENT STUDY**

The South Orange County Major Investment Study (MIS) seeks to accomplish a number of objectives for south Orange County.



Figure S-1 South Orange County Study Area



First, the study assesses and defines the need for a program of strategic transportation investments over a 25-year horizon and beyond that will address current and projected mobility issues in the south Orange County study area. In this regard, the study will help establish a long-term transportation vision for this part of Orange County. The intended outcome of the South Orange County MIS is consensus on a multimodal Locally Preferred Strategy that encompasses an integrated package of transportation improvements for the southern portion of Orange County. This study also provides preliminary cost estimates and related technical information describing key elements of the Locally Preferred Strategy that will enable project sponsors to seek funding for future phases such as environmental studies, project design, and eventually, implementation.

Second, the South Orange County MIS follows the requirements of a Regionally Significant Transportation Investment Study (RSTIS) – a formal planning process used by transportation agencies in the six-county Southern California region to make better decisions about transportation. It is a collaborative process that involves the public, local cities and communities, concerned citizens, major stakeholders, business interests, transportation and environmental resource agencies, and elected officials.

In November 2006, Orange County voters approved the renewal of Measure M. Measure M Renewal included a program of projects in the south Orange County study area. Another objective of the South Orange County MIS is to provide more detailed information on these now-funded Measure M projects as well as identify the need for additional transportation improvements for south Orange County beyond the Measure M projects.

The Locally Preferred Strategy that results from the South Orange County MIS will provide input to the Southern California Association of Government's Regional Transportation Plan (RTP). In Southern California, for corridors and subareas, the RTP lists and describes ongoing and proposed RSTIS studies. In addition, the RTP includes the status of RSTIS studies and environmental documents on individual transportation projects. In metropolitan areas such as Southern California that experience air quality problems, before a federally funded, non-exempt project can be environmentally approved, it must be included in a conforming regional transportation plan.

In addition, the South Orange County MIS Locally Preferred Strategy will be used to update the Long Range Transportation Plan for Orange County. OCTA updates this plan once every three years.

#### **S.4 COMMUNITY AND AGENCY PARTICIPATION**

The South Orange County Major Investment Study is being conducted through the cooperative effort of several agencies, organizations, and localities with jurisdiction in the south Orange County study area as well as through the active participation of numerous community groups, interested citizens, and project stakeholders.

Daily project management and oversight of the public outreach program activities and technical study team is provided by the Orange County Transportation Authority.

For the South Orange County Major Investment Study, OCTA is advised by three committees: (1) Policy Advisory Committee (PAC); Technical Advisory Committee (TAC); and (3) Stakeholders Working Group.

The Policy Advisory Committee is comprised of elected officials from participating south Orange County cities and the County of Orange. The PAC members provide input and policy direction to technical staff and the consultant on significant policy issues such as purpose and need; alternatives considered; evaluation criteria; primary alternatives; and the selection of a Locally Preferred Strategy. The Policy Advisory Committee meets on an as needed basis throughout the duration of the study, generally prior to major study milestones.

The Technical Advisory Committee is made up of technical planning and public works staff from the cities within the study area and the County of Orange, with the addition of staff from Caltrans, Transportation Corridor Agencies (TCAs), Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), Southern California Regional Rail Authority (SCRRA), and Federal Highway Administration (FHWA). The TAC's role is to track project status, provide coordination of work activities, support the exchange of technical information, review interim work products, and work to resolve technical issues that surface during the conduct of the study. The TAC meets every month or two.

A Stakeholders Working Group has also been established to more fully incorporate community opinions and suggestions into the study process. The forum provided by the Stakeholders Working Group allows for project continuity and time for more in-depth discussions than what can normally be obtained during interaction with the public at community meetings. Members currently include representatives of residential organizations, community leaders, business interests, and other groups with an interest in transportation.

In addition, OCTA has established a public outreach program for the South Orange County Major Investment Study that is structured to engage the public and local communities in the overall study process. The primary objective of the outreach program is to actively solicit public interest to obtain important feedback prior to major study milestones, including: the need for transportation improvements; alternatives considered; and the relative benefits, costs, and impacts of various transportation options. This feedback from the public is critical to developing an understanding of where there is support and opposition to certain alternative strategies as they are evaluated by the technical team and to assist in building consensus for a Locally Preferred Strategy.

## **S.5 PURPOSE AND NEED**

Technical analysis of the transportation system in the study area coupled with the agency input received to date, has led to the development of eight key issues to be addressed by the South Orange County MIS. These key issue areas represent problems that need to be solved as well as opportunities for improvement. Taken together, the eight issue areas establish the purpose and need for transportation improvements in the south Orange County study area:

- Freeway Congestion
- Arterial Roadway Congestion
- Weekend Congestion
- Lack of Transit Choices
- Rail Corridor Constraints
- Economic Growth and Quality of Life

- Maximize Use of Existing Infrastructure
- Systems Gaps

The following discussion describes each of the purpose and need issue areas. Corresponding study objectives are also identified for each of the eight issue areas.

## **FREEWAY CONGESTION**

For its size and population, Orange County's freeway network in the south Orange County study area is relatively sparse. The freeway system in the study area is made up of I-5, I-405, and a small stretch of publicly owned SR-73. The public toll road system, comprised of SR-73, SR-133, SR-241, and SR-261, does provide needed high level transportation facilities, but the majority of Orange County travelers rely on the freeways for their mobility needs. The freeways and the toll roads are regional transportation facilities in Orange County that serve regional trips as well as goods movement. Freeway congestion is a major transportation concern in the south Orange County study area. Moreover, congestion on the freeway system is projected to increase substantially over the next several years.

## **Population and Employment Growth**

Orange County is still growing and the south Orange County study area as a subregion is growing much faster than the rest of Orange County. In addition, new development is chiefly occurring in previously undeveloped portions of the south Orange County study area rather than in areas where there is existing transportation infrastructure. These types of growth patterns not only lead to additional trips, but also increased dispersion of origin and destination points driving up the number of vehicle miles traveled in the study area.

## **Jobs – Housing Balance**

Despite increases in residential population, the south Orange County study area will continue to be a net importer of trips from other regions for people to travel to work. Within a region, jobs and housing are in balance when the ratio of jobs to employed residents is 1.0. By this measure, the study area is "jobs rich" and this trend is not expected to change in the future. Within the south Orange County study area, there is an estimated 1.12 jobs for every employed resident in 2005. By the Year 2030, this ratio is predicted to increase to 1.28 jobs per employed resident. This means that a substantial portion of the people who work in the study area must commute in from areas outside of the south Orange County study area. Most of these trips occur during the a.m. and p.m. peak periods.

The balance between jobs and housing is particularly an issue for the northern portions of the south Orange County study area such as Irvine, where there is estimated to be over 2.35 jobs for every employed resident in 2030. Most of the longer distance commute trips are projected to enter the study area from the north – from LA County - and from Riverside and San Bernardino Counties. However, within the study area, many commuters will be traveling to large concentrations of jobs in Irvine and in Tustin from other areas in the south Orange County study area such as Aliso Viejo, Mission Viejo, and Lake Forest.

## **Travel Demand**

Average daily traffic volumes along the I-5 currently range from about 150,000 vehicles per day at the southern end of the study area (San Diego County line) to 390,000 vehicles per

day south of the El Toro Y. A contributing factor to heavy travel demand on I-5 is the lack of parallel arterials in the southernmost portion of the south Orange County study area. Motorists often hop onto the freeway system for relatively short north-south trips as the freeway provides the most direct route to their destination. Traffic volumes on I-405 through the study area range from just over 200,000 vehicles per day in the vicinity of I-5 to over 300,000 vehicles per day in the vicinity of SR-55. By 2030, volumes on both I-5 and I-405 are estimated to increase substantially.

Vehicle miles traveled is a measure for travel demand that takes into account both numbers of trips as well as the distance traveled. According to forecast data provided by OCTA, the number of vehicle miles traveled on the south Orange County study area freeway system is projected to increase from 10.9 million in 2000 to approximately 15.8 million in 2030, which represents a 45 percent increase. Using the same measure, freeway travel demand for all of Orange County is projected to increase by 32 percent over the same thirty-year time period. This indicates that travel on south Orange County study area freeways is growing at a faster pace compared to the rest of Orange County.

### **Traffic Congestion**

Increased travel demand translates to more congestion on Orange County freeways. I-405 in the study area already operates at failing levels of service (Level of Service F) during the a.m. and p.m. peak hours based on data reported by Caltrans as part of Orange County's 2005 Congestion Management Plan. Level of Service F occurs when traffic volumes exceed the design capacity of the freeway. Similarly, about half the length of I-5 in the south Orange County study area operates at Level of Service F under current conditions during the a.m. and p.m. peak hours in the peak direction. By 2030, the entire freeway system in the study area is projected to reach Level of Service F. While some spot improvements are programmed for the freeway system in the south Orange County study area, no significant additional freeway capacity in the form of added mixed flow lanes or high occupant vehicle lanes is funded and committed. In contrast, the toll roads in the south Orange County study area are not as heavily utilized as the freeway system. Toll road pricing is the principal factor affecting how the toll roads are utilized – at higher prices motorists are less likely to be attracted to the toll roads and are more likely to turn to the freeway system as their primary transportation option. Toll road pricing levels are determined by the need to maintain a higher level of service for toll payers, the bond repayment schedules, and bond covenants. Changes in toll pricing structure, as well as any major capacity changes to the freeway system, would affect the current distribution of travel demand on the freeway system and travel demand on the toll roads.

### **Design Issues**

In addition to high traffic volumes, design issues at various locations along the freeways add to the congestion problem. Older interchange design (insufficient ramp storage, short acceleration / deceleration lanes, low design speeds) interrupts the safe and smooth interface between traffic merging on and off the freeway and traffic flow along the freeway mainlines. Lack of auxiliary lanes, lane drops, and inadequate weaving and merge sections also impede efficient traffic flow, especially during high volume periods. These design deficiencies create "clouds" of vehicle turbulence along the freeway mainlines as motorists jockey for position to avoid developing queues. This also means that, as a whole, the freeway is operating at less than its full design capacity.

Design deficiencies are not always easily corrected. Whereas some spot improvements are planned to occur on I-5 and I-405 through the Choke Point Project program, major modifications or reconstruction of south Orange County study area interchanges have been constrained by insufficient state right-of-way, adjacent land uses, and lack of available funding.

#### ***Study Objectives – Freeway Congestion***

- Reduce freeway congestion in the study area.
- Decrease freeway travel times.
- Provide continuity of facilities and capacity (lane balance) along south Orange County study area freeways.
- Improve freeway access (ingress/egress) at the interchanges.

#### **ARTERIAL ROADWAY CONGESTION**

The arterial system's primary function is to serve local trips. However, the arterial roadway network is a critical component of the overall transportation system in the south Orange County study area. It is complementary to the freeway system as it is the primary means by which motorists gain access to the freeways and toll roads. It is also supplementary to the freeway system in that motorists will elect to use the arterials in lieu of the freeways and toll roads if the arterials are able to provide a more direct route to their destination or if the arterials offer a less costly or less time-consuming alternative.

Consequently, traffic is highly sensitive to occurrences of congestion and delay on the transportation system. Traffic will seek to redistribute itself across the overall transportation network to avoid problem areas as much as possible. For this reason, the arterials need to be considered in light of the freeway / toll roads in the study area as these system elements directly affect one another.

Several factors that contribute to congestion on the freeway system in the south Orange County study area also fuel existing and future congestion on the arterials – namely, sharp increases in projected population, housing, and employment combined with the dispersed nature of where these demographic changes are expected to occur. These projected changes in demographics are directly influencing the number of local trips on the arterial system in future years. In addition, the following features that are unique to the arterial system in south Orange County also pose some very real challenges to addressing the congestion problem in the study area.

#### **Arterial Network Configuration**

The arterial network in the south Orange County study area is configured differently compared to the other, older areas in Orange County. South Orange County generally has fewer, wider arterials with higher design speeds and extensive access management treatments. As a consequence of topography and land use, south Orange County cannot rely on an extensive grid of roadways that tends to distribute traffic more evenly throughout the system. Rather, traffic flows are more concentrated on major “cross” arterials leading to and from the few freeway and toll roads facilities in the study area. These cross arterials follow a southwest-northeast alignment, whereas the freeways and toll roads in the study

area generally parallel the coastline. With the exception of SR-133 and SR-261, there are no major freeway or toll road facilities that travel in a southwest-northeast direction. In addition, there are areas within the south Orange County study area that lack arterial infrastructure either because these areas have yet to fully develop (e.g., southeast Orange County) or because of topography or because of local antipathy to the construction of new roadways.

### **High Volume Cross Arterials**

In essence, many of the cross arterials operate as arterial highways in that they carry high volumes of traffic on a daily basis. Selected examples in the study area include: Jamboree Road, Bake Parkway, Alicia Parkway, Oso Parkway, Crown Valley Parkway, and Avenida Pico. Volumes on the cross arterials tend to be the highest on those portions of the roadway that link directly to the freeway system where traffic seeking freeway access converges with vehicle trips to and from commercial, office, and recreational uses near the interchanges. In 2004, annual average daily traffic volumes approached 72,000 [Bake Parkway], 70,000 [Crown Valley Parkway], 69,000 [Alicia Parkway], 65,000 [Jamboree Road], and 63,000 [Santa Margarita Parkway] on some segments of these roadways. During a.m. and p.m. peak periods, it is not uncommon to see long queues of traffic backed up from freeway / toll road on-ramps through several intersections of the major arterials.

### **Arterial Operational Deficiencies**

On balance, arterial roadways within the study area are well designed with acceptable design speeds and access management treatments. However, there are spot locations where insufficient turning lane storage or closely-spaced traffic signals combined with high traffic volumes result in operational deficiencies. These problem locations are most apt to be near the local interchanges between the arterial system and the freeway due to design complications at the ramp termini as well as timing conflicts between the signals controlled by Caltrans at the ramps and the signal systems operated by the cities for the arterials.

### **Projected Traffic Increases**

In the future year, as traffic fills the freeway system to capacity, the arterial system is predicted to bear the brunt of the overflow. In these cases, arterials with alignments that run in parallel to the freeways, such as Moulton Parkway, Irvine Boulevard, and Antonio Parkway/La Pata Avenue, are predicted to become as highly congested as the cross arterials in the peak periods. Additionally, in those portions of the south Orange County study area that lack a developed roadway network, the few connecting arterial highways such as Laguna Canyon Road, Pacific Coast Highway, Santiago Canyon Road, and Ortega Highway will become even more overburdened.

Future increases in vehicle trips attributable to population and employment growth is projected to extend existing areas of congestion on the arterials. Overall, congestion on the arterial system as measured by vehicle hours of delay is predicted to increase by a factor of ten (tenfold) in the south Orange County study area between 2000 and 2030.

### ***Study Objectives – Arterial Congestion***

- Reduce the amount of delay on affected arterials.
- Improve arterial ramp interface treatments at the interchanges.

- Increase major “cross arterial” system capacity to address future demand.
- Optimize balance between traffic on the arterial system and traffic on the freeways/toll roads.

## WEEKEND CONGESTION

The transportation system in the south Orange County study area must accommodate a number of different trip purposes. The size of the study area is large and represents approximately one-third of Orange County. Not all transportation facilities in the study area exhibit the same peaking characteristics since trip making associated with different trip purposes overlap in various ways. Traditionally, traffic is at its highest during the a.m. and p.m. peak periods, when commuters are traveling to and from work. However, certain areas and transportation facilities in the south Orange County study area do not follow typical patterns. For example, on portions of I-5 and on major roadways serving the beach cities, traffic is oftentimes higher during the weekends compared to rush hour weekday traffic. This weekend travel pattern is most pronounced in the southernmost portions of the study area and along the coastline.

### Interregional Trips

I-5 is the primary north-south freeway in the South Orange County study area. I-5 runs the full length of the continental United States, all the way from Mexico to the Canadian border. It is also the major interstate freeway that connects the two largest metropolitan areas in Southern California: the Los Angeles Basin and San Diego. As a result, I-5 serves a high proportion of the interregional trips.

The section of I-5 in south Orange County near the San Diego–Orange County line provides a naturally occurring pinch point whereby this interregional travel pattern can be observed and understood. At this location, weekend traffic volumes on I-5 are noticeably higher compared to the average weekday. This applies to both winter and summer, although this trend is more pronounced in the summer season. For example, typical daily traffic is about 20-25% higher on the weekend than it is during the week (August 2004). The highest day of the week is Saturday, followed by Sunday, and then Friday. Generally, on Fridays and Saturdays more people are traveling in the southbound direction on I-5. This pattern reverses itself on Sundays and Mondays - the northbound direction is heaviest - when people return from the south. Another noteworthy characteristic of the interregional trip is that traffic volumes are consistently high all day long (9 a.m. to 6 p.m.)

### Beach and Recreational Trips

The south Orange County study area contains several unique resources. Chief among these are the San Clemente beaches, Capistrano Beach, Doheny State Beach, Salt Creek Beach Park, Aliso Beach, Laguna Beach, Crystal Cove State Park, Corona Del Mar State Beach, Balboa Island, and Newport Beach. Travel to and from these recreational areas intensifies during the summer season, weekends, and holidays. Special events, such as Laguna Beach’s Festival of Arts or Dana Point’s Festival of Whales also draw numerous weekend visitor trips. Pacific Coast Highway links many of these attractions along the coastline and for this reason is especially hard hit. High volumes of auto and truck traffic on Pacific Coast Highway conflict with pedestrians, bicycles, and other non-motorized traffic. Equally impacted are those highways and roadways that lead to and from the coastal areas.

Some of these include: Avenida Pico, Camino Capistrano, Golden Lantern, Crown Valley Parkway, and Laguna Canyon Road. Congestion on Pacific Coast Highway as well as connecting roadways is especially high on the weekends during the tourist season, resulting in extensive mobility problems as well as potential safety concerns.

### **Other Weekend Trips**

A surprising number of trips take place on the freeway and roadway network during the weekends for shopping, for errands, for work purposes, or for social activities. For example, daily traffic volumes on I-5 near the midpoint of the study area (I-5 near Oso Parkway) are just as high on Saturdays and they are during the week. Moreover, hourly traffic volumes that occur throughout the day on Saturdays rival weekday rush hour traffic on I-5 near the Oso Parkway location. A complicating factor is that weekend traffic is relatively high throughout the day. On Saturdays, peak traffic volumes extend from approximately 9 a.m. to 6 p.m., whereas during the weekdays a distinct a.m. and p.m. peak period can be observed on I-5.

### ***Study Objectives – Weekend Congestion***

- Improve weekend rail service and transit options targeted to the interregional visitor trip (Los Angeles–Orange County–San Diego).
- Provide shuttles and transit strategies for special events and/or to beach areas.
- Expand advanced traveler management systems during the weekends to improve traffic flow and to provide advance warning of upcoming congestion to travelers.

### **LACK OF TRANSIT CHOICES**

The topography, land use characteristics, and infrastructure design in the south Orange County study area (cul de sacs, wide streets, lack of pedestrian facilities) all favors the automobile. In addition, personal wealth within the study area as measured by average household income is relatively high. Consequently, the vast majority of south Orange County study area residents can afford to own and operate automobiles. Hence, transit mode share in the study area is low compared to other areas in Orange County. With the exception of selected areas, such as the University of California at Irvine, the transit mode share throughout the south Orange County study area is well below one percent. Auto dependency contributes to the traffic congestion problem on study area freeways and roadways.

In order to be effective, alternative modes must be designed such that they compete favorably with the automobile in terms of travel time, trip reliability, and convenience. This is especially true in the south Orange County study area. Also, the physical, demographic, and economic characteristics that shape auto dependency in the study area pose substantive challenges to transit use that are not easily resolved. Unique transit solutions are called for. This may mean employing an incremental approach to introducing alternative modes, where travelers use their car for a portion of their daily travel and yet they are encouraged out of their car at the work end – such as for midday trips or for long-distance commute trips. Or specific trip purposes such as tourist trips, senior trips, student trips, special events, or shopping trips could be a potential transit market at the community level in order to help build a culture of transit use.

**Study Objectives – Lack of Transit Choices**

- Improve transit travel times and intermodal linkages to attract the discretionary rider.
- Separate transit service from general purpose traffic to improve transit travel times and trip reliability.
- Introduce community-level transit service targeted to specific transit markets as well as travel demand management strategies to encourage use of other transportation modes.

**RAIL CORRIDOR CONSTRAINTS**

The LOSSAN (Los Angeles – San Diego) Rail Corridor provides for commuter passenger rail service (Metrolink), intercity passenger rail service (Amtrak) and freight service (BNSF) through the south Orange County study area. It connects the study area with the surrounding counties, including Los Angeles, San Diego, Ventura, Riverside and San Bernardino via rail. As travel continues to grow into the future, the ability of rail passenger services to meet increased demand and offer an alternative to auto travel will be limited by the constrained capacity of the railroad infrastructure in south Orange County. This includes constraints to main line track capacity, as well as constraints to rail system access and parking.

**Railroad Mainline Capacity Constraints**

Of the 30 miles of the LOSSAN corridor in the study area, approximately 14 miles are single track, from San Juan Capistrano to the San Diego County line. This single track segment acts as an operational constraint on the number of trains per day that can be scheduled through that segment, as well as a constraint on train operating speed. Therefore the ability of the corridor to accommodate growth in ridership and attract new riders through the provision of better rail service is limited. The ability to move more freight by rail is similarly constrained.

**Rail Corridor Access Constraints**

The LOSSAN Corridor within the south County study area contains five passenger stations served by Metrolink, with three of these stations also served by Amtrak. These stations can be accessed to varying degrees via auto, bus, bicycle and walking. The predominant access mode is by auto, with 94% of Metrolink trips using auto access at the five south County stations. The access to these stations is constrained by traffic congestion on the streets leading to the stations, as well as incomplete pedestrian and bicycle access routes. Additionally, bus services to the train stations are somewhat limited in their frequency and coverage.

**Rail Corridor Parking Constraints**

The five passenger rail stations in the study area have a combined total of over 1,300 parking spaces. As rail ridership has risen, demand for parking has continued to increase, resulting in available station parking becoming a constraint on ridership growth. This is most noticeable at the Irvine Station, where parking demand has exceeded capacity for several years and the city has begun development of additional parking.

**Study Objectives – Rail Corridor Constraints**

- Increase the capacity of the LOSSAN corridor to meet future demand.
- Improve multi-modal access to passenger rail stations.
- Reduce potential conflicts by providing for separate pedestrian, bicycle and auto access across the LOSSAN corridor.
- Increase parking supply at passenger rail stations.

**ECONOMIC GROWTH AND QUALITY OF LIFE**

Like Orange County as a whole, the south Orange County study area continues to grow and evolve from its suburban origins to become a flourishing metropolitan community, supported and sustained by a vital and diverse economy. Economic growth is key to maintaining community vitality, and providing residents with a high standard of living and quality of life.

South Orange County's transportation system supports and sustains a vibrant economy through the efficient movement of people and goods. Mobility is a key component of the study area's healthy economy, but continued economic and demographic growth also results in increased travel demand. As a community and its economy grow, so must the transportation infrastructure that supports them. South Orange County's transportation system is being challenged to keep pace with the demands of economic growth and development which, if not addressed, will result in increased traffic congestion and reduced mobility. The associated environmental and community impacts of increased traffic congestion have the potential to reduce community vitality and affect quality of life.

South Orange County residents enjoy a high quality of life, which they seek to preserve. While they appreciate the benefits of economic growth, residents do not want continued growth to impact their quality of life. They do not want traffic and congestion on their city streets and spilling over into their neighborhoods. At the same time, they are also concerned about the continued expansion of the transportation system. They are concerned about the impacts to the visual quality, air quality, safety, and noise levels in their communities that could potentially result from adding transportation infrastructure. The need for additional right-of-way for new or widened roadways and freeways infringes on existing community features and has the potential to change the character of communities; widened transportation facilities can become barriers to community cohesiveness. It is becoming increasingly difficult to obtain broad community support for new alignments or to expand existing facilities.

In addition, south Orange County study area residents and business owners are interested in the potential of rail and transit to address the mobility needs of their communities, but are skeptical that the benefits of transit can outweigh the cost and the potential community impacts.

As an alternative to physical improvements to the transportation system, residents, business-owners and decision makers in the south Orange County study area recognize the potential of policies and programs that alter travel patterns and travel behavior to reduce traffic demand and lessen the need for roadway widening. For example, as development continues and redevelopment begins to occur, the spatial organization and mix of land uses in south Orange County study area communities can be improved to increase non-vehicular

travel opportunities (walking and bicycling) and help reduce the dependence on the automobile. In addition, some cities and developers have begun to explore the concept of transit oriented development (TOD), where housing and supporting uses are clustered near rail stations to increase the share of trips made by transit, walking and bicycle. These land use initiatives present opportunities for localities the south Orange County study area.

Economic growth and quality of life have been inextricably linked in the growth and development of the south Orange County study area, however, from here on out, unless carefully managed, they could become conflicting goals. Potential transportation solutions will need to strike the right balance between sustaining mobility to foster continued economic growth, while preserving quality of life.

#### ***Study Objectives – Economic Growth and Quality of Life***

- Minimize right-of-way impacts as well as potential impacts to community cohesiveness.
- Preserve the natural and human environment. Minimize traffic, air quality, noise and vibration, and visual impacts.
- Encourage land use policies and initiatives that support reduced auto trip-making.

#### **NEED TO MAXIMIZE UTILIZATION OF EXISTING INFRASTRUCTURE**

Widening freeways and arterial roadways, and constructing new roadways are costly undertakings with potentially substantial environmental and community impacts. And there is a limit to how wide a freeway or roadway can be and still operate safely and effectively. Therefore, opportunities to maximize the utilization and efficiency of the existing transportation infrastructure should be sought.

##### **Freeways**

Field observations of the I-5 through the El Toro Y by Caltrans confirm that, beyond a certain number of general purpose lanes, there is a diminishing return in terms of capacity enhancement of adding additional freeway lanes. While traffic demand strains the capacity of the freeway system in the study area, intelligent transportation systems (ITS) technologies, and system management and operations policies and programs have the potential to manage traffic flow more effectively, reduce the number of incidents and more effectively manage those that occur, and provide travelers with information that will make freeway travel more reliable and travel times more predictable.

##### **Toll Roads**

As described previously, the toll roads and the freeway system within south the Orange County study are inter-related. I-5 through the south Orange County study area carries traffic volumes that approach or exceed capacity for increasingly longer periods of the day, so that on an average daily basis the traffic on I-5 exceeds its design capacity. At the same time, the toll roads offer more potential capacity on a daily basis (although there is frequently peak hour congestion along some segments of the toll roads). Toll road management policy (i.e. pricing) is the principal factor affecting how these roadways are utilized (based on what people are willing to pay). Pricing levels are determined by the need to maintain a higher level of service for toll payers, the bond repayment schedules, and bond covenants.

Major capacity improvements to freeways and roadways, such as I-5, which run parallel to the toll roads could affect travel demand on the toll roads and thus negatively impact toll road revenues. For this reason, the toll road bond covenants contain a provision that requires that the Transportation Corridor Agencies be remunerated if the proposed capacity improvement to a competing facility results in a condition where the bonds cannot be repaid. The limit on major projects lasts only until 2020 and it doesn't include interchange improvements nor spot improvements such as auxiliary lanes. However, this has the potential to increase project costs for any major capacity improvements on competing facilities implemented prior to 2020.

In an environment where it is becoming increasingly difficult to expand transportation infrastructure because of cost and the potential for environmental and community impacts, the toll roads are not yet built to their ultimate configurations in most locations, providing opportunities to add additional capacity.

There is also the potential to manage the toll roads and, more specifically, their pricing policies, to attract more traffic. Better utilization of toll road capacity by attracting traffic that would otherwise be on overburdened arterials or congested freeways could result in improved freeway levels of service, improved travel times for motorists, and more balanced utilization of available regional transportation infrastructure. This is particularly true during the critical hours before and after the peak commute periods, when the freeways remain heavily congested but traffic volumes are easing on the toll roads.

In addition, it is important to note that as the bonds are paid off on the toll roads at a future date, these facilities will eventually be turned over to Caltrans. It is envisioned that Caltrans will manage and operate these former toll roads as freeways. This transition is projected to occur well after 2030 - the planning horizon timeframe for this major investment study. However, once tolls are removed from these facilities, it is anticipated that travel demand will redistribute itself across all of these major facilities (I-5, I-405, SR-73, SR-241, SR-261, and SR-133) in the study area. This rebalancing effect would also influence projected traffic distribution patterns on major arterials leading to and from the freeways / toll roads. This is an issue that should be taken into account as future improvements to the overall transportation system are weighed and considered.

## **Arterials**

While the MPAH is not fully implemented in the south Orange County study area, many of the arterials, particularly in the older communities, are fully developed to their ultimate MPAH configuration. Opportunities to widen these roadways further are often constrained by adjacent development and lack of available right-of-way and, and by community resistance to the potential environmental and community impacts associated with roadway widening. While many of the arterials are controlled by traffic signal systems capable of coordination, many of the systems are out-dated, not compatible across jurisdictions, or have not been regularly maintained. Arterials which do not yet have advanced traffic control systems need to be incorporated into a coordinated arterial network. Enhanced signal coordination and other traffic management techniques are cost effective ways to improve traffic flow and more efficiently utilize existing arterial roadway capacity.

### ***Study Objectives – Need to Maximize Utilization of Existing Infrastructure***

- Employ enhanced operations techniques to better manage freeway traffic flow.

- Increase utilization of the toll roads.
- Expand operational strategies to improve traffic flow on arterials.

## **SYSTEMS GAPS**

A goal of the transportation system is to provide each traveler with a seamless connection between their origin and destination, by whatever mode, facility or combination of these they choose to use. A seamless transportation system provides travelers with the greatest choices in terms of both modes and routes and allows the entire system to function as efficiently as possible. This is even more important as levels of travel demand continue to increase. A gap in the system - either within a mode or between modes - reduces system efficiency and adds to congestion for all users.

Several system elements of the overall transportation network in the south Orange County study area have been substantially improved over the past two decades by OCTA, Caltrans, the TCAs, the Cities, County of Orange and the SCRRA, due to funding from Measure M. These include the freeway system, the high occupancy vehicle (HOV) system, the toll road system and the arterial roadways. In addition, the bus system and rail passenger system have expanded services and facilities and are continuing to expand. A bicycle master plan network of facilities has also been under development.

These transportation systems that comprise the overall transportation network are still in need of elements that close gaps in each system as well as components that better inter-connect each system to provide a seamless trip for the user. Major gaps that still exist within the various transportation systems in the south Orange County study area include:

Arterial Roadways: The Master Plan of Arterial Highways (MPAH) is not fully implemented within the study area, creating gaps in the arterial roadway system. Lack of roadway continuity forces motorists onto existing roadways and freeways that are already overburdened, which adds to the congestion problems in the study area. In addition, roadway system gaps often take motorists out of their way in that they must follow lengthy or circuitous routing to get where they need to go. This drives up the number of vehicle miles traveled in the study area.

In certain cases, existing arterial roadways need to be widened in order to reach their planned MPAH designation. However, there are also areas where roadways still need to be built. Some of these unbuilt roadways have been identified as part of the MPAH and yet others include regionally significant arterials that are needed in newly developing portions of the south Orange County study area. Examples of key unbuilt roadway segments in the south Orange County study area include: Portola Parkway; the northern extension of Jeffrey Road; Alton Parkway; the eastern extension of Crown Valley Parkway; La Pata Avenue; and Camino Las Ramblas; among others.

Some of these segments do not yet exist in undeveloped areas, but are planned to be built as development occurs. However, several jurisdictions are considering eliminating un-built MPAH segments within their boundaries. Moreover, it is becoming increasingly difficult to identify new roadway alignments or complete planned alignments.

**HOV System:** Existing HOV lanes on I-5 only extend as far south as Pacific Coast Highway, leaving a gap in Orange County's HOV system on I-5 between Pacific Coast Highway in Dana Point to the San Diego County line.

**Toll Roads:** In the south Orange County study area, a critical component of the toll road system that is not yet built is Foothill South - the southern extension of SR-241 from Oso Parkway to I-5 in northern San Diego County. After extensive environmental study, Foothill South was approved by the Foothill/Eastern Transportation Corridor Agency in early 2006 and is currently awaiting FHWA's record of decision on the environmental impact statement.

**Bicycle / Pedestrian Systems:** Whereas extensive planning has taken place in the south Orange County study area on the part of the cities, the County of Orange, and OCTA to encourage the development of pedestrian and bicycle facilities throughout the study area, it is still difficult for bicycles and pedestrians to cross certain major transportation features because it is problematic and inconvenient. Examples of these linear barriers in the study area include the freeways and toll road facilities, very wide arterials, and, in some locations, the LOSSAN corridor. These impediments to pedestrian and bicycle access serve to discourage use of non-motorized transportation modes.

Interfaces between system elements are also important to the development of a seamless transportation system. These connections include: HOV freeway to freeway direct connector ramps; arterial to freeway HOV lane direct access ramps; park and ride lots for both transit services and carpooling; feeder bus to rail transit; and intermodal hubs, such as the Irvine Transportation Center, where rail and bus transit, park and rides, bicycle, and pedestrian modes all come together. While several of these interfaces are in place within the study area, some are not and most will need improvement as travel volumes continue to increase in the future.

#### ***Study Objectives – Systems Gaps***

- Close key gaps in the transportation system infrastructure (e.g., MPAH).
- Improve access by providing for safe pedestrian and bicycle transition points across major transportation facilities.
- Improve inter-modal connections.



**South Orange County Major Investment Study  
INITIAL SET OF ALTERNATIVE STRATEGIES  
March 22, 2007**

Each of the attached sheets contains a great deal of detail as the alternative strategies are complex. Please note the following:

- The alternative strategies are multimodal and build upon each other in cumulative layers, similar to how alternatives were developed and examined in OCTA's Long Range Transportation Plan.
- The Measure M Balanced Plan is included in these alternative strategies (e.g. forms the basis of Alternative Strategy 1)
- Only the major transportation improvements in each alternative strategy are mapped, but the text on the left contains more detail on which transportation elements are included in each alternative.
- Dotted lines on the maps are conceptual and indicate the general location of where a future or new roadway is proposed. The precise alignments of these roadways have yet to be determined. In some cases, different alignment options for selected roadways, such as the SR-73/SR-241 connector, will be examined in the latter phases of the South Orange County Major Investment Study.
- The alternative strategies also include build-out of the Master Plan of Arterial Highways (MPAH) in south Orange County. It is important to note that the ultimate build-out (construction/encumbering funds) of designated MPAH facilities would require initiation by the jurisdictions within which the roadway facilities are located.
- A number of different scenarios will be tested for each alternative strategy during alternatives screening. These are indicated near the bottom left of the page by reference number (Alternative 1A, 1B, 1C, etc.) and by an asterisk (\*). The scenarios are largely operational options and are therefore not mapped, but they will be analyzed.
- Options that test the effect of potential changes in the pricing of the toll roads in the study area are included in Alternative Strategies 2 and 4. These options will need to be refined and evaluated in close coordination with the Transportation Corridor Agencies. An important aspect of assessing different pricing options is to identify pricing levels that generate sufficient toll revenue for the operating and maintenance costs as well as retiring the bond debt incurred in the development and construction of the toll roads. This bond repayment is subject to specified repayment covenants.
- Color text indicates new transportation elements, added for that alternative strategy (remember, the strategies are cumulative), to make it easier for the reader to see what is different in each strategy.
- A glossary has also been provided to assist you with abbreviations and acronyms used in the text and with transportation terminology.

## *South Orange County Major Investment Study Initial Set of Alternative Strategies*

### **2030 Baseline Alternative – Summary Description**

The 2030 Baseline Alternative consists of the existing transportation system plus projects with identified funding that are included in the Regional Transportation Improvement Program (RTIP) and/or have received environmental clearance. Consequently, the 2030 Baseline Alternative represents future travel conditions in the Study Area for the year 2030 assuming no improvements to the transportation system beyond those described above. This is the baseline against which candidate transportation alternatives proposed for the South Orange County Study will be assessed. The future year “baseline” condition (2030) from the 2006 Long Range Transportation Plan (*Directions 2030*) prepared by OCTA was used as the starting point for the South Orange County MIS 2030 Baseline Alternative, which was then updated.

The following is a partial list of some of the major transportation improvements that are planned and committed and that relate to the Study Area. A detailed list is available upon request.

- Completion of Foothill South Toll Road (Oso Parkway to I-5);
- Widening portions of the Toll Roads by one lane in each direction;
- 30 Minute Frequency Metrolink Service; and,
- Arterial Roadways, such as:
  - Completion of La Pata Road
  - Alton Parkway Extension
  - Tustin Ranch Road Extension
  - Cow Camp Road

In general terms, “committed” means that the project has obtained environmental clearance and/or sufficient funding has been programmed for construction or implementation. Only those projects that affect travel conditions to a measurable degree are included in the 2030 Baseline Alternative.

**South Orange County Major Investment Study  
Transportation System Management (TSM) / Transportation Demand Management (TDM) Alternative**

Element	Strategy	Location
<b>Freeway System</b>	Improved traffic surveillance	Add upgraded loop detection systems between each major interchange on the I-5 and I-405 for a total of 30 locations.  Upgrade the Surveillance system along on the I-5 and I-405 with new CCTV sites at 2 miles intervals for a total of 16 locations.
	Improved Motorist information systems	CMS in each direction at the I-405/I-5 interchange (3) and the I-5/SR-73 confluence (3)
	Improved signage on I-5 and I-405	Locations to be determined
	HOV Ramp Bypass Lanes and advanced ramp metering	All existing on-ramps including additional vehicle presence detection and adaptive signal control utilizing Caltrans specified 2070LN controllers
	Incorporate Real Time Adaptive Ramp Metering (RTARM) Control System to ATMS	
	Freeway Mainline Improvements	See Detail List of Freeway System Operational Improvements
	Interchange Improvements	See Detail List of Freeway System Operational Improvements
	Safety and Operational Improvements	Santiago Canyon Road (SR-241 to Live Oak Canyon Road)
	Safety and Operational Improvements	25 key locations within the study area (primarily near the interchanges)
	Upgrade selected arterials with smart street elements (e.g., signal coordination, bus turnouts, intersection improvements, ATIS, etc.)	Red Hill Avenue – Jamboree Road – Culver Drive – Jeffrey Road - El Toro Road - Oso Parkway - Pacific Coast Highway Crown Valley Parkway/Alicia Parkway Camino Capistrano/Marguerite Parkway Golden Lantern/Moulton Parkway/Irvine Center Drive Irvine Boulevard/Trabuco Road
<b>Arterial Roadway System</b>		

**South Orange County Major Investment Study  
Transportation System Management (TSM) / Transportation Demand Management (TDM) Alternative**

Element	Strategy	Location
<b>ATMS Improvements</b>	The ATMS strategies listed below will only be implemented in coordination with Cities who have or desire to have the specific ATMS function listed.	
	Advanced Vehicle Detection Systems	All key arterial and freeway ramp intersections along the I-5 corridor
	Closed Circuit Television Surveillance	Strategic CCTV locations along the I-5 corridor at the major interchanges with shared video feed among agencies
	Links among City TMC's (Traffic Signal System) and with Caltrans TMC	Cities with a TMC
	Upgrade to new technology for fiber system network at all hub locations and at Traffic Management Center (TMC) and upgrade fiber system network at TMC	Caltrans and local TMC's
	Traffic Signal Coordination and Adaptive Control Techniques	Link all the traffic signals in the study area to the Caltrans District 12 TMC and/or City TMC's
	Interoperability of TMC's to overtake local TMC's after hours by MOU	Cities with a TMC
	Upgrade existing ATMS to latest version of hardware and software	Along I-5 and I-405 Corridors and adjacent cities
	Implement incident module to the latest ATMS	Along I-5 and I-405 Corridors and adjacent cities
	Integrate traffic signal system into ATMS	Along I-5 and I-405 Corridors and adjacent cities
	Incorporate Arterial Highway Vehicle Detection System into ATMS	Along I-5 and I-405 Corridors and adjacent cities
	Traffic signal synchronization improvements at railroad at-grade crossings	At-grade rail crossings in the study area
	Incorporate Real Time Adaptive Ramp Metering (RTARM) Control System to ATMS	All interchanges
	Geometric Improvements for additional storage/auxiliary lanes to facilitate RTARM	All interchanges with RTARM system

**South Orange County Major Investment Study  
Transportation System Management (TSM) / Transportation Demand Management (TDM) Alternative**

<b>Element</b>	<b>Strategy</b>	<b>Location</b>
<b>Advanced Traveler Information System (ATIS) Improvements</b>	Changeable Message Signs (CMS)	In advance of major interchanges, intersections or other points at which driver routing decisions can be affected by the presence of motorists' information.
	Link to Caltrans and City's Traveler Information Systems	Along I-5 and I-405 Corridors
	Joint CCTV interoperability with traveler information capabilities	Along I-5 and I-405 Corridors
<b>Backbone Communication System Improvements</b>	Communication system to support the deployment of the related elements	Along I-5 and I-405 Corridors with hubs to City TMC's
<b>Vehicle Infrastructure Initiative (VII) Improvements</b>	Improve transportation system through increasing the available throughput on freeway lanes (market driven)	Preserve option to add to new lanes on freeway and toll road system
<b>Incident Management</b>	Monitoring, detecting and responding to incidents	Along I-5 and I-405 Corridors
	Centralize Event and Incident Management System at Caltrans TMC	Caltrans TMC with ties to local TMC's
	Completion of the Bicycle Master Plan	Along arterials that will be improved within the TSM/TDM alternative
<b>Non-motorized Transportation Improvements</b>	Improvement and addition of pedestrian facilities	At major intersections and interchanges, at over-crossings of freeways and arterials, and near Metrolink stations.
	Increase existing bus service by 25% over 2030 Baseline Alternative	Across study area
	Public transit vehicle operations improvements such as transit signal priority with City agreement	Along most heavily used bus routes

**South Orange County Major Investment Study  
Transportation System Management (TSM) / Transportation Demand Management (TDM) Alternative**

<i><b>Element</b></i>	<i><b>Strategy</b></i>	<i><b>Location</b></i>
<i><b>Intermodal</b></i>	New and Improved Bike and Pedestrian facilities	Connecting to rail stations and intermodal facilities
	Development of improved Park and Ride facilities in the study area	I-5 and Jeffrey in City of Irvine (State Owned) and at key locations near freeways and toll roads
	Safety and access control measures to help mitigate train traffic and noise	At at-grade rail crossings
	New pedestrian and bikeway bridge	Pacific Coast Highway/Doheny Park Road/San Juan Creek
<i><b>TDM</b></i>	Expanded TDM programs that make use of flexible work schedules	At major employment centers
	Increase funding for vanpool and carpool programs	Across study area
	Development of policies that promote and market alternative modes of transportation by providing improved education	Across study area
	Encourage formation of Transportation Management Associations at additional employment centers (e.g. Spectrum at the Spectrum in Irvine)	At major employment centers



\*Alternative 1B will be analyzed with Transit MEDIUM (L + M)

# Full Multimodal Package for ALTERNATIVE 2 – ALT 1 + Toll Road Widening + Transit\*

## Includes:

### All 2030 BASELINE Improvements

### All TSM/TDM Improvements

### MPAH Build-Out\*\* + LRTP Balanced Plan

- Safety and operation improvements at approximately 25 key locations within the study area over the TSM alternative (primarily near the freeway and toll road interchanges)
- Improve connectivity, flow, and access at the SR-73 / Laguna Canyon Rd / El Toro Rd interchange
- Construct second northbound truck lane at El Toro "Y"
- Northbound auxiliary lane from Alicia Pkwy to El Toro Rd and southbound through Alicia Pkwy interchange
- Full MPAH Build-Out
- New interchanges at Jeffrey Rd/SR-241 and at Crown Valley Pkwy/SR-241
- Interchange Modifications on I-5 (Jamboree Rd, El Toro Rd, La Paz Rd, Oso Pkwy, Avery Pkwy, Ortega Hwy (SR-74), Stonehill Dr, Avenida Pico)
- "Saddleback Connector" on I-5 between Crown Valley Parkway and Avery Parkway
- Add 1 General Purpose lane in each direction on I-5 (SR-55 to El Toro Rd and Alicia Pkwy to SR-73)
- Add 1 General Purpose or HOV lane in each direction on I-5 from PCH to Avenida Pico
- Add 1 General Purpose lane in each direction on I-405 (SR-55 to I-5)

### Toll Road Widening/Pricing

- Add 1 General Purpose lane in each direction on SR-133, SR-73, and SR-241
- Add new 4 lane limited access roadway connecting SR-73 to Antonio Parkway and Cow Camp Road (SR-73 Extension)
- New interchange at Avenue C/SR-241
- Test toll facilities with lower tolls to fill additional capacity
- Test toll facilities once bonds for the facilities are paid off (presumably in 2041)

**Note:** All toll pricing options must be coordinated with the TCA and will include examination of travel demand as well as financial implications.

\*\*Note: Ultimate build-out (construction/encumbering funds) of designated MPAH facilities would require initiation by the jurisdictions within which the facilities are located.

\*Alternative 2A will be analyzed with reduced toll, the SR-73/241 connector, and Transit LOW

\*Alternative 2B will be analyzed with reduced toll, without the SR-73/241 connector, and with Transit HIGH

\*Alternative 2C will be analyzed with toll facilities paid off in 2041, the SR-73/241 connector, and with best transit performer (LOW or HIGH)

### Transit LOW

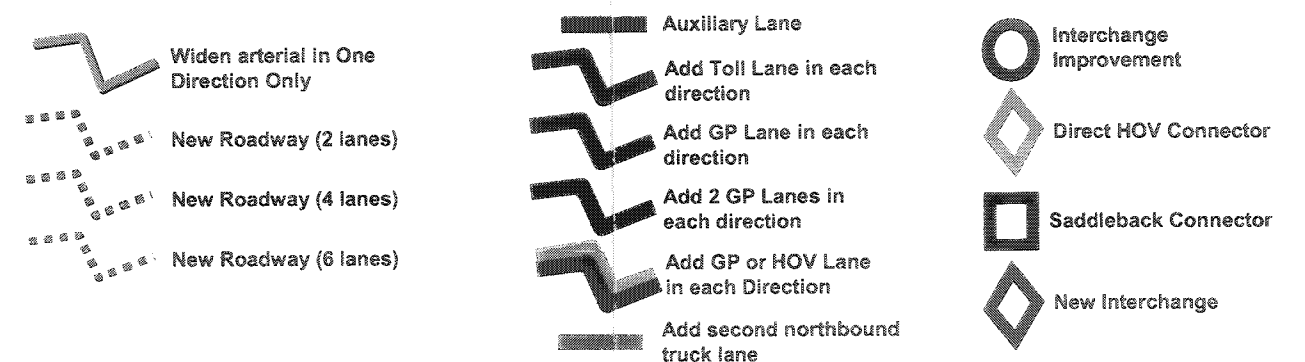
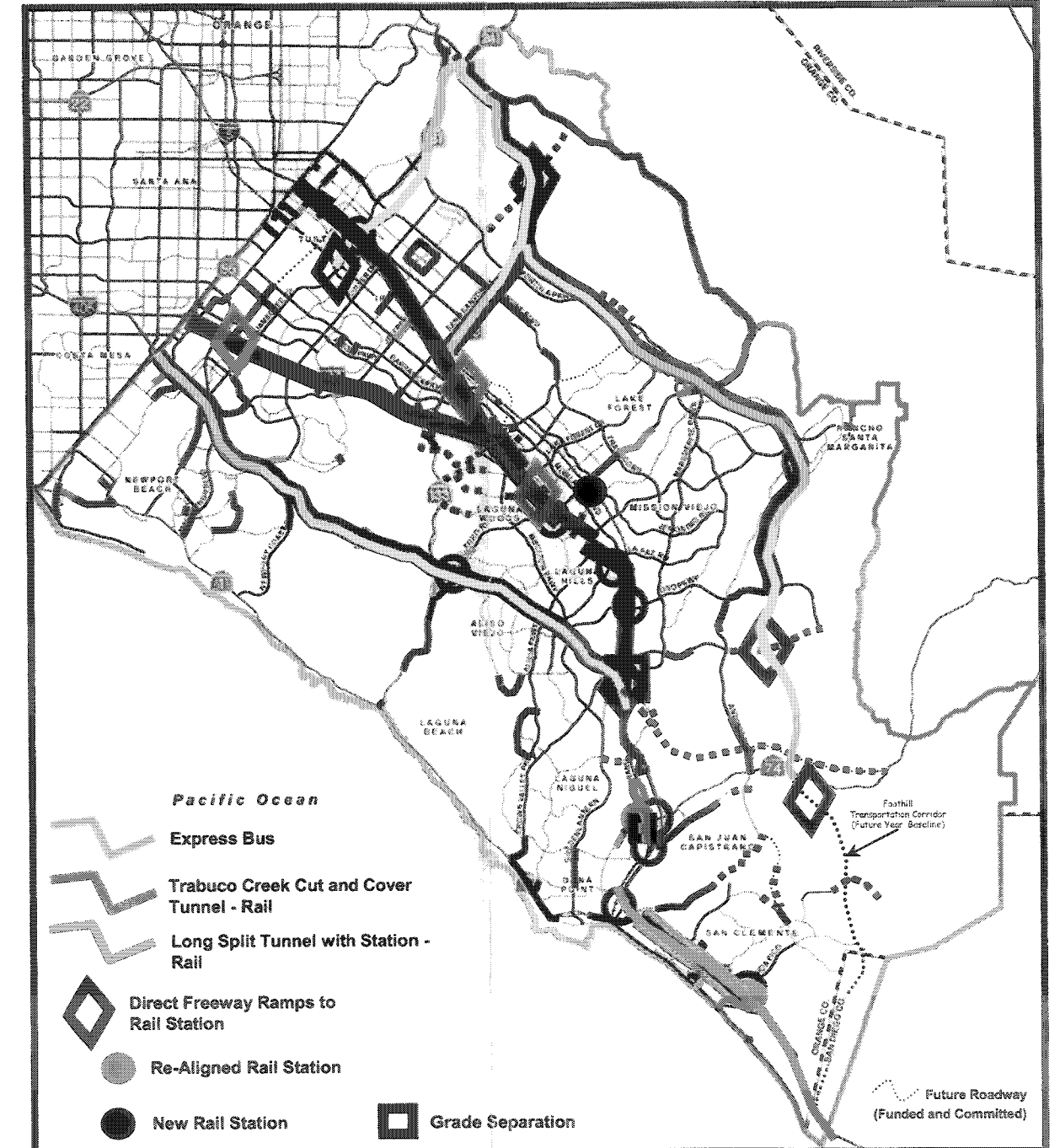
- Increase fixed route service by ~10% over TSM Alternative
- Community Based Shuttles
- Express Bus routes on SR-241 and SR-73
- Longer Platforms/Train sets
- Increase station parking by ~25% over 2030 Baseline Alternative
- Increased access near stations (street improvements, intermodal support facilities)
- Increased number of trains on weekends
- More rail feeder bus service (~100% over 2030 Baseline Alternative)
- High capacity rubber tire trolley type "Go Local" connectors to Metrolink stations
- Direct HOV connector at existing overcrossings: Von Karmen Ave and I-405 and at Barranca Pkwy and I-5 (missing ramps)

### Transit MEDIUM (L + M)

- Increase fixed route service by ~10% over Low Transit Alternative
- Increase community based shuttle service by ~100% over Low Transit Alternative
- Increase express bus service by ~25% over Low Transit Alternative
- Beach buses and special event buses
- Grade separation at Del Obispo St.
- Accommodate City initiatives for Transit Oriented Development (TOD) near stations
- New Metrolink station in Lake Forest with feeder bus connection to Laguna Hills Transportation Center
- Inter-jurisdictional policy mechanisms to plan and develop selected transportation systems with a regional view:
  - Policy committee to plan Metrolink station improvements (Cities with Metrolink stations)
  - Integrate passenger rail systems for Los Angeles, Orange, and San Diego counties (Metrolink, Coaster, Amtrak)
- High capacity fixed guideway transit line at one Metrolink station (e.g. Irvine)
- Multimodal centers with HOV, bus, BRT, specialty bus, carpool, vanpool, and parking facilities
- Increase feeder bus service by ~100% over Low Transit Alternative

### Transit HIGH (L + M + H)

- BRT north-south corridors serving major activity centers (e.g., BRT corridor to the east of I-5; (b) BRT corridor to the west of I-5)
- Double track LOSSAN in San Juan Capistrano via cut and cover tunnel with new station west of existing alignment from Junipero Serra to north of Del Obispo then rejoining existing rail right-of-way. Double track from just north of Avenida Aeropuerto in San Juan Capistrano under I-5 via split tunnel with new station at Avenida Pico continuing to Basilone Road then rejoining existing rail right-of-way.
- Increase rail service by 25% over Low Transit Alternative (e.g., mostly south of Laguna Niguel/Mission Viejo station.)
- Direct HOV connectors at one new location at existing overcrossing: on I-5 at Ridge Route Drive
- High capacity transit service to two additional Metrolink stations (e.g., Tustin Station, Laguna Niguel/Mission Viejo Station)
- Direct freeway ramps from I-5 to Laguna Niguel/Mission Viejo Station and direct ramps from Jamboree Road to Tustin Station



# Full Multimodal Package for ALTERNATIVE 3 – ALT 1 + Freeway Widening + Transit\*

## Includes:

### All 2030 BASELINE Improvements

### All TSM/TDM Improvements

### MPAH Build-Out\*\* + LRTP Balanced Plan

- Safety and operation improvements at approximately 25 key locations within the study area over the TSM alternative (primarily near the freeway and toll road interchanges)
- Improve connectivity, flow, and access at the SR-73 / Laguna Canyon Rd / El Toro Rd interchange
- Full MPAH Build-Out
- New interchanges at Jeffrey Rd/SR-241 and at Crown Valley Pkwy/SR-241
- Interchange Modifications on I-5 (Jamboree Rd, El Toro Rd, La Paz Rd, Oso Pkwy, Avery Pkwy, Ortega Hwy (SR-74), Stonehill Dr, Avenida Pico)
- "Saddleback Connector" on I-5 between Crown Valley Parkway and Avery Parkway
- Add 1 General Purpose lane in each direction on I-5 (SR-55 to El Toro Rd and Alicia Pkwy to SR-73)
- Add 1 General Purpose or HOV lane in each direction on I-5 from PCH to Avenida Pico
- Add 1 General Purpose lane in each direction on I-405 (SR-55 to I-5)

### Freeway Widening Outside of ROW

- Add Additional "East-West" Capacity to Arterial System:
  - Upgrade and expand Oso Pkwy from I-5 to Antonio Pkwy
  - Upgrade and expand Ortega Hwy from I-5 to Antonio Pkwy
- ATMS (Arterial/Freeway Corridor Management): Provide more green time to arterials parallel to freeway corridors via adaptive control during congested periods and incidents to provide additional corridor capacity. (e.g. Moulton Pkwy, Muirlands Blvd, Irvine Center Dr)
- Grade separating selected arterials (3-4 arterials)
- Add auxiliary lane, Northbound I-5, from I-405 to SR-133
- Add second General Purpose lane on I-5 in each direction from SR-55 to El Toro Road, resulting in 2 added GP lanes in each direction
- Add one General Purpose lane on I-5 in each direction from El Toro Road to Alicia Parkway
- Add second General Purpose lane on I-5 in each direction from Alicia Parkway to SR-73, resulting in 2 added GP lanes in each direction.
- Add one General Purpose lane on I-5 in each direction between SR-73 and PCH.
- Add one General Purpose lane on I-5 in each direction between Avenida Pico and county line.
- Add second General Purpose lane on I-405 in each direction from SR-55 to I-5, resulting in 2 added GP lanes in each direction.
- Improve all interchanges on I-5 and on I-405.
- Add truck climbing lane on NB I-5 from Avenida Pico to Camino de Estrella and on SB I-5 from Avenida Pico to Avenida Palizada.

### \*\*\*Managed Lane Option (in lieu of higher level GP freeway capacity)

- Add another HOV or HOT lane, resulting in 2 HOV or HOT lanes on I-5 in each direction from SR-55 to PCH.
- Add another HOV or HOT lane, resulting in 2 HOV or HOT lanes on I-405 in each direction from SR-55 to I-5.
- Add 1 HOV lane on I-5 in each direction from Avenida Pico to county line.

\*\*Note: Ultimate build-out (construction/encumbering funds) of designated MPAH facilities would require initiation by the jurisdictions within which the facilities are located.

### Transit LOW

- Increase fixed route service by ~10% over TSM Alternative
- Community Based Shuttles
- Express Bus routes on SR-241 and SR-73
- Longer Platforms/Train sets
- Increase station parking by ~25% over 2030 Baseline Alternative
- Increased access near stations (street improvements, intermodal support facilities)
- Increased number of trains on weekends
- More rail feeder bus service (~100% over 2030 Baseline Alternative)
- High capacity rubber tire trolley type "Go Local" connectors to Metrolink stations
- Direct HOV connector at existing overcrossings: Von Karmen Ave and I-405 and at Barranca Pkwy and I-5 (missing ramps)

### Transit MEDIUM (L + M)

- Increase fixed route service by ~10% over Low Transit Alternative
- Increase community based shuttle service by ~100% over Low Transit Alternative
- Increase express bus service by ~25% over Low Transit Alternative
- Beach buses and special event buses
- Grade separation at Del Obispo St.
- Accommodate City initiatives for Transit Oriented Development (TOD) near stations
- New Metrolink station in Lake Forest with feeder bus connection to Laguna Hills Transportation Center
- Inter-jurisdictional policy mechanisms to plan and develop selected transportation systems with a regional view:
  - Policy committee to plan Metrolink station improvements (Cities with Metrolink stations)
  - Integrate passenger rail systems for Los Angeles, Orange, and San Diego counties (Metrolink, Coaster, Amtrak)
- High capacity fixed guideway transit line at one Metrolink station (e.g. Irvine)
- Multimodal centers with HOV, bus, BRT, specialty bus, carpool, vanpool, and parking facilities
- Increase feeder bus service by ~100% over Low Transit Alternative

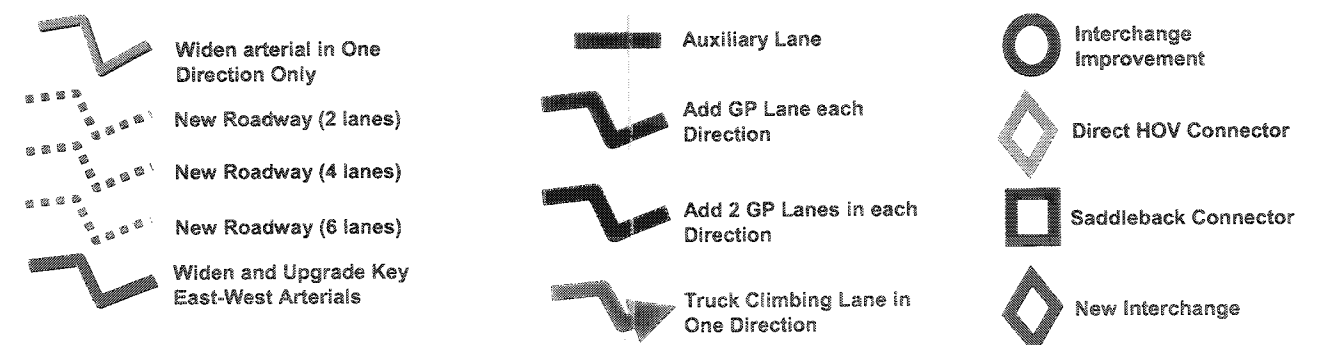
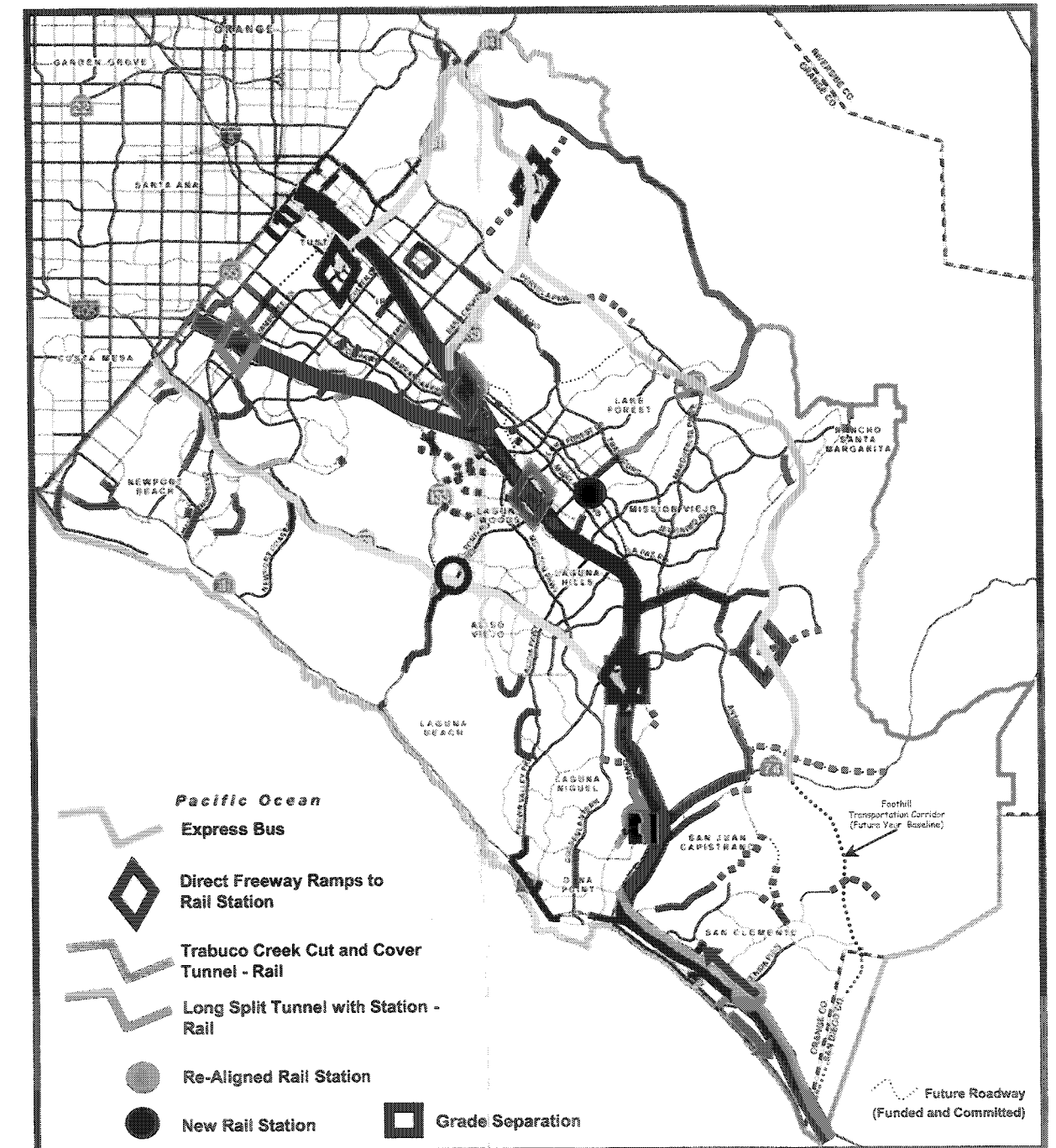
### Transit HIGH (L + M + H)

- BRT north-south corridor serving major activity centers (e.g., BRT corridor to the east of I-5; (b) BRT corridor to the west of I-5)
- Double track LOSSAN in San Juan Capistrano via cut and cover tunnel with new station west of existing alignment from Junipero Serra to north of Del Obispo then rejoining existing rail right-of-way. Double track from just north of Avenida Aeropuerto in San Juan Capistrano under I-5 via split tunnel with new station at Avenida Pico continuing to Basilone Road then rejoining existing rail right-of-way.
- Increase rail service by 25% over Low Transit Alternative (e.g., mostly south of Laguna Niguel/Mission Viejo station.)
- Direct HOV connectors at one new location at existing overcrossing: on I-5 at Ridge Route Drive
- High capacity transit service to two additional Metrolink stations (e.g., Tustin Station, Laguna Niguel/Mission Viejo Station)
- Direct freeway ramps from I-5 to Laguna Niguel/Mission Viejo Station and direct ramps from Jamboree Road to Tustin Station.

\*Alternative 3A will be analyzed with General Purpose widening and with Transit LOW

\*Alternative 3B will be analyzed with HOV widening and with Transit HIGH

\*Alternative 3C will be analyzed with the HOT lane widening and with Transit HIGH



# Full Multimodal Package for ALTERNATIVE 4 – ALT 1 + ALT 2 + ALT 3 + Transit\*

Includes:  
All 2030 BASELINE Improvements

All TSM/TDM Improvements

**MPAH Build-Out\*\* + LRTP Balanced Plan**

- Safety and operation improvements at approximately 25 key locations within the study area over the TSM alternative (primarily near the freeway and toll road interchanges)
- Improve connectivity, flow, and access at the SR-73 / Laguna Canyon Rd / El Toro Rd interchange
- Full MPAH Build-Out
- New interchanges at Jeffrey Rd/SR-241 and at Crown Valley Pkwy/SR-241
- Interchange Modifications on I-5 (Jamboree Rd, El Toro Rd, La Paz Rd, Oso Pkwy, Avery Pkwy, Ortega Hwy (SR-74), Stonehill Dr, Avenida Pico)
- "Saddleback Connector" on I-5 between Crown Valley Parkway and Avery Parkway
- Add 1 General Purpose lane in each direction on I-5 (SR-55 to El Toro Rd and Alicia Pkwy to SR-73)
- Add 1 General Purpose or HOV lane in each direction on I-5 from PCH to Avenida Pico
- Add 1 General Purpose lane in each direction on I-405 (SR-55 to I-5)

**Freeway Widening Outside of ROW**

- Add Additional "East-West" Capacity to Arterial System:
  - New 4 lane limited access roadway connecting SR-73 to Antonio Pkwy and Cow Camp Road (SR-73 Extension)
  - Upgrade and expand Oso Pkwy from I-5 to Antonio Pkwy
  - Upgrade and expand Ortega Hwy from I-5 to Antonio Pkwy
- ATMS (Arterial/Freeway Corridor Management): Provide more green time to arterials parallel to freeway corridors via adaptive control during congested periods and incidents to provide additional corridor capacity. (e.g. Moulton Pkwy, Muirlands Blvd, Irvine Center Dr)
- Grade separating selected arterials (3-4 arterials)
- Add auxiliary lane, Northbound I-5, from I-405 to SR-133
- Add second General Purpose lane on I-5 in each direction from SR-55 to El Toro Road, resulting in 2 added GP lanes in each direction
- Add one General Purpose lane on I-5 in each direction from El Toro Road to Alicia Parkway
- Add second General Purpose lane on I-5 in each direction from Alicia Parkway to SR-73, resulting in 2 added GP lanes in each direction.
- Add one General Purpose lane on I-5 in each direction between SR-73 and PCH.
- Add one General Purpose lane on I-5 in each direction between Avenida Pico and county line.
- Add second General Purpose lane on I-405 in each direction from SR-55 to I-5, resulting in 2 added GP lanes in each direction.
- Improve all interchanges on I-5 and on I-405.
- Add truck climbing lane on NB I-5 from Avenida Pico to Camino de Estrella and on SB I-5 from Avenida Pico to Avenida Palizada.

**\*\*\*Managed Lane Option (in lieu of higher level GP freeway capacity)**

- Add another HOV or HOT lane, resulting in 2 HOV or HOT lanes on I-5 in each direction from SR-55 to PCH.
- Add another HOV or HOT lane, resulting in 2 HOV or HOT lanes on I-405 in each direction from SR-55 to I-5.
- Add 1 HOV lane on I-5 in each direction from Avenida Pico to county line.

\*\*Note: Ultimate build-out (construction/encumbering funds) of designated MPAH facilities would require initiation by the jurisdictions within which the facilities are located.

**Transit LOW**

- Increase fixed route service by ~10% over TSM Alternative
- Community Based Shuttles
- Express Bus routes on SR-241 and SR-73
- Longer Platforms/Train sets
- Increase station parking by ~25% over 2030 Baseline Alternative
- Increased access near stations (street improvements, intermodal support facilities)
- Increased number of trains on weekends
- More rail feeder bus service (~100% over 2030 Baseline Alternative)
- High capacity rubber tire trolley type "Go Local" connectors to Metrolink stations
- Direct HOV connector at existing overcrossings: Von Karmen Ave and I-405 and at Barranca Pkwy and I-5 (missing ramps)

**Transit MEDIUM (L + M)**

- Increase fixed route service by ~10% over Low Transit Alternative
- Increase community based shuttle service by ~100% over Low Transit Alternative
- Increase express bus service by ~25% over Low Transit Alternative
- Beach buses and special event buses
- Grade separation at Del Obispo St.
- Accommodate City initiatives for Transit Oriented Development (TOD) near stations
- New Metrolink station in Lake Forest with feeder bus connection to Laguna Hills Transportation Center
- Inter-jurisdictional policy mechanisms to plan and develop selected transportation systems with a regional view:
  - Policy committee to plan Metrolink station improvements (Cities with Metrolink stations)
  - Integrate passenger rail systems for Los Angeles, Orange, and San Diego counties (Metrolink, Coaster, Amtrak)
- High capacity fixed guideway transit line at one Metrolink station (e.g. Irvine)
- Multimodal centers with HOV, bus, BRT, specialty bus, carpool, vanpool, and parking facilities
- Increase feeder bus service by ~100% over Low Transit Alternative

**Transit HIGH (L + M + H)**

- BRT north-south corridor serving major activity centers (e.g., BRT corridor to the east of I-5; (b) BRT corridor to the west of I-5)
- Double track LOSSAN in San Juan Capistrano via cut and cover tunnel with new station west of existing alignment from Junipero Serra to north of Del Obispo then rejoining existing rail right-of-way. Double track from just north of Avenida Aeropuerto in San Juan Capistrano under I-5 via split tunnel with new station at Avenida Pico continuing to Basilone Road then rejoining existing rail right-of-way. Increase rail service by 25% over Low Transit Alternative (e.g., mostly south of Laguna Niguel/Mission Viejo station.)
- Direct HOV connectors at one new location at existing overcrossing: on I-5 at Ridge Route Dr.
- High capacity transit service to two additional Metrolink stations (e.g., Tustin Station, Laguna Niguel/Mission Viejo Station)
- Direct freeway ramps from I-5 to Laguna Niguel/Mission Viejo Station and direct ramps from Jamboree Road to Tustin Station

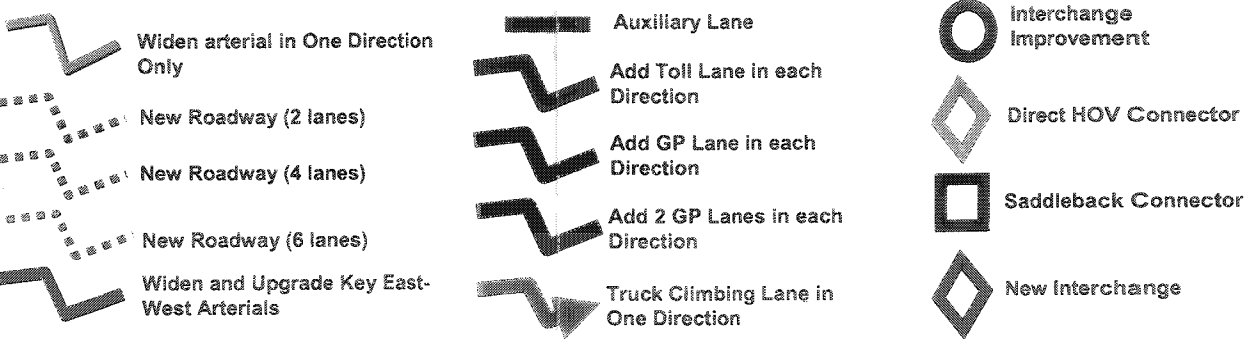
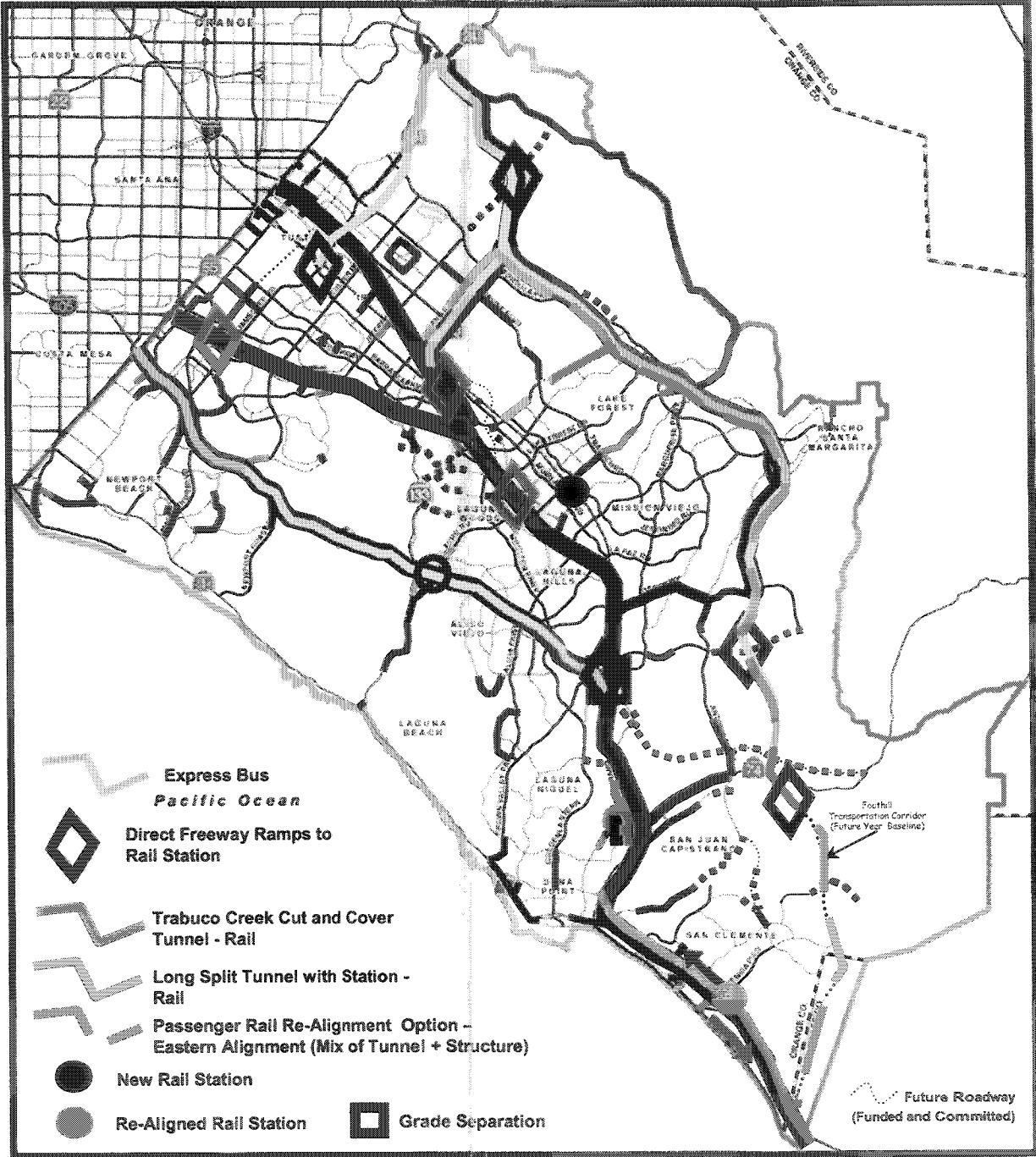
**Toll Road Widening/Pricing**

- Add 1 General Purpose lane in each direction on SR-133, SR-73, and SR-241. New interchange at Avenue C/SR-241.
- Test toll facilities with lower tolls to fill additional capacity
- Test toll facilities once bonds for the facilities are paid off (presumably in 2041)
- Note:** All toll pricing options must be coordinated with the TCA.

\*Alternative 4A will be analyzed with reduced toll and with Transit LOW

\*Alternative 4B will be analyzed with reduced toll and with Transit HIGH

\*Alternative 4C will be analyzed with toll facilities paid off in 2041 with best transit performer (LOW or HIGH)





## GLOSSARY

**Average Daily Traffic (ADT)** - Daily number of cars that travel through an area, moving in both directions, typically represents the average over a year.

**Alignment** - Proposed route.

**Arterial** - A class of street allowing significant traffic movements for travel between major points and providing regional connectivity, with speeds and traffic volumes higher than local streets.

**ATMS (Advanced Traffic Management Systems)** - Remotely operated traffic management system for monitoring and managing operations of a freeway system and arterial streets. Major elements of the system include surveillance, communications, and controls.

**Auxiliary Lane** - Lane of typically short length added to help traffic merging onto or exiting off of the mainline highway, usually from one on-ramp to the following off-ramp

**Bore** – Tunnel.

**Bus Rapid Transit (BRT)** - A type of fixed route bus service that includes features to increase the speed of the bus, such as bus only lanes, bus priority at traffic signals, less frequent bus stops, and fare collection at bus stops.

**Chokepoint projects** - Type of freeway improvement project that is implemented at a specific location to alleviate the bottleneck. Projects tend to be relatively low cost, improvements include adding additional exit or merge lanes and/or widening off and on ramps.

**Collector Distributor Road** - Collector Distributor Roads provide a separate roadway for traffic to merge and diverge off of the mainline highway or freeway.

**Direct Connector Lane** - A facility that directly connects two different highways, commonly found linking two freeways

**Draft and Final Evaluation Reports** - The reports that are prepared near the conclusion of a major investment study which detail the comparison of the benefits, impacts and costs of the final set of alternative transportation improvement strategies. The Final Evaluation Report also documents the selected Locally Preferred Strategy.

**Fixed Route Service** - Bus service that is operating along a defined route on a defined schedule.

**General Purpose Lane** - A traffic lane that can be used by all types of vehicles including single occupant autos, carpools, trucks and motorcycles.

**Grade Separated Facility** - Highways in which different movements or directions of travel take place on different levels, above or below.



**High Occupancy Vehicle (HOV)** - Vehicles with more than one occupant.

**High Occupancy Toll (HOT)** - Single-occupant vehicles are allowed to pay to use the HOV lane.

**Initial Screening** - The step in a major investment study in which the initial set of alternative transportation improvement strategies (typically 8-10 alternatives) are assessed based on their benefits, impacts and costs. They are then screened down to the final set of alternative strategies (typically 3-4 alternatives) that are deemed the “best” and subjected to more detailed assessment in the technical and environmental analysis.

**Lane Balancing** - New lanes added to balance the number of lanes in opposing directions of travel.

**Locally Preferred Strategy (LPS)** - The combination of transportation improvement projects and services that has consensus support to move forward towards implementation at the conclusion of a major investment study. It is derived from the final, reduced set of alternative strategies that are analyzed as part of the major investment study.

**Long Range Transportation Plan (LRTP)** - The county-wide plan for improving transportation over the next 25 years.

**LOSSAN** - Los Angeles-San Diego passenger railroad corridor, which contains the railroad tracks on which Amtrak, Metrolink and Coaster operate passenger rail services.

**Master Plan of Arterial Highways (MPAH)** - The county-wide plan administered by OCTA that defines a county-wide circulation system insuring coordination of roadway planning among local agencies.

**Mixed Flow Lane** – General purpose highway lane available to all users.

**NB** - Northbound direction.

**Pre-Scoping** - The phase of the major investment study in which information is gathered, assessed and reported regarding transportation system performance in the study area and the factors affecting performance. Pre-Scoping leads to the development of the mobility problem and purpose and need for transportation improvements.

**Purpose and Need Statement (P/N)** - Provides the goals and objectives to be addressed by proposed transportation improvements; the reasons for undertaking transportation system improvements.

**Rail-feeder Bus Service** - Bus service specifically designed to take passengers from rail stations to and from surrounding areas.

**Saddleback Connector** - A proposed concept for a new freeway interchange to connect Interstate 5 to Saddleback College in Mission Viejo, CA.

**Scoping** - The phase of a major investment study when input is sought on the mobility problems, as well as purpose and need for transportation improvements and when the initial set of alternatives are developed.



**Technical and Environmental Analysis** - The phase of a major investment study when the final set of alternative strategies are analyzed to determine their comparative benefits, impacts and costs.

**Toll Congestion Pricing Options** - Different options for how a toll is set depending on time of day, and/or demand, with tolls usually higher during peak periods.

**Transit** - May include urban light or heavy rail, commuter rail, bus, express bus, bus rapid transit, “paratransit” like small buses available on advance call-in basis for mobility-challenged individuals, etc.

**Transit Oriented Development (TOD)** - A type of land use development that encourages transit use by being pedestrian “friendly” and having mixed-land uses such as residential, retail, and office within walking distance of each other and frequent transit services.

**Transit Transfer Center** - Where different modes of transit meet at the same location, providing easy transfers between modes

**Transportation Systems Management (TSM)** - Transportation facility management strategies that improve the roadway system’s performance. Examples include: providing special lanes for buses and carpooling vehicles; the use of Changeable Message Signs, ramp metering, development of regional traffic management centers or the use of reversible traffic lanes.

**Transportation Demand Management (TDM)** - General term for strategies that result in more efficient use of transportation resources. Examples include: flex time, car sharing, strategies for improving bicycle transport, pedestrian improvements and ridesharing.

**Variable Message Signing** - Electronic Message Boards that are changeable and provide information to the motorist on the spot also known as changeable message signs or CMS.





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Agreements for Project Engineering Consultant Services for Phase II of the Garden Grove Freeway (State Route 22)

Regional Planning and Highways Committee

May 7, 2007

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

**Committee Vote**

This item was passed by all Committee Members present.

Director Norby abstained pursuant to Government Code 84308.

**Committee Recommendations**

- A. Review and approve Agreement C-6-0636 with Parsons Transportation Group, Inc., in an amount not to exceed \$13 million, to provide engineering services for the easterly segment of Phase II of the Garden Grove Freeway (State Route 22).
- B. Review and approve Agreement C-7-0220 with TRC Solutions, Inc., in an amount not to exceed \$13 million, to provide engineering services for the westerly segment of Phase II of the Garden Grove Freeway (State Route 22).

**Staff Comments**

OCTA's General Counsel revised the language to "Article 18. Prohibition" to Agreement C-6-0636 with Parsons Transportation Group, Inc. and Agreement C-7-0220 with TRC Solutions, Inc. (Transmittal Attachment A).



**TRANSMITTAL**  
**ATTACHMENT A**

**Agreement C-6-0636 with Parsons Transportation Group, Inc.**  
**Agreement C-7-0220 with TRC Solutions, Inc.**

**ARTICLE 18. PROHIBITION**

CONSULTANT acknowledges agrees that the CONSULTANT and its subcontractors (at any tier) will ~~be ineligible to~~ not perform services for the design-build ~~construction team contractor, either as a prime contractor, any of its subcontractors or joint-venture partners for the construction of the SR-22 Phase II Project.~~ CONSULTANT also acknowledges agrees that if the AUTHORITY ~~chooses~~ selects the design-bid-build project delivery method, the CONSULTANT and its subcontractors (at any tier) will not perform services for the construction contractor, or any of its subcontractors or joint-venture partners for the construction of the SR-22 Phase II Project, be ineligible from submitting a proposal for the construction management procurement issued by AUTHORITY and CONSULTANT and its subcontractors (at any tier) will be prohibited from submitting a proposal to AUTHORITY for construction management of the SR-22 Phase II Project.





**May 7, 2007**

**To:** Regional Planning and Highways Committee

**From:** Arthur T. Leahy, Chief Executive Officer *ATL by JH*

**Subject:** Agreements for Project Engineering Consultant Services for Phase II of the Garden Grove Freeway (State Route 22)

**Overview**

The Orange County Transportation Authority proposes to enter into agreements with Parsons Transportation Group, Inc., and TRC Solutions, Inc., selected by the Board of Directors on November 27, 2006, to provide engineering services for Phase II of the Garden Grove Freeway (State Route 22). As requested by the Board of Directors, the proposed agreements are submitted for review prior to contract execution.

**Recommendations**

- A. Review and approve Agreement C-6-0636 with Parsons Transportation Group, Inc., in an amount not to exceed \$13 million, to provide engineering services for the easterly segment of Phase II of the Garden Grove Freeway (State Route 22).
- B. Review and approve Agreement C-7-0220 with TRC Solutions, Inc., in an amount not to exceed \$13 million, to provide engineering services for the westerly segment of Phase II of the Garden Grove Freeway (State Route 22).

**Background**

On September 22, 2004, the Orange County Transportation Authority (Authority) began construction on Phase I of the Garden Grove (State Route 22) improvement project, constructing a high-occupancy vehicle (HOV) lane between the Costa Mesa Freeway (State Route 55) and Valley View Street. Due to funding constraints at that time, the direct HOV connectors from the State Route 22 (SR-22) to the San Diego Freeway (Interstate 405) and the San Gabriel River Freeway (Interstate 605) were not included. This excluded work is referred to as Phase II.

On August 28, 2006, the Board of Directors (Board) approved an implementation plan to move forward with the preliminary design phase for Phase II. An important aspect of the approved plan was the ability to move forward with design while maintaining the flexibility to decide the project-delivery method in the future. This aspect of the plan was important as the enabling legislation that allowed the Authority to use the design-build best value method for Phase I has expired. The approved plan avoided delays to the engineering phase while pursuing design-build legislation and also allowed time to better define the project scope and cost estimate.

The approved implementation plan for Phase II segregated the two interchanges included in this phase into two separate projects. This approach will allow the two projects to be constructed as either two reasonably sized design-bid-build projects, or possibly packaged later as a single large design-build project, depending on which project-delivery method is ultimately used. The easterly segment is from Valley View Street to east of the Seal Beach Boulevard bridge, encompassing the SR-22/Interstate 405 (I-405) interchange. The westerly segment is from east of Seal Beach Boulevard bridge to Interstate 605 (I-605), encompassing the I-405/I-605 interchange.

The Request for Proposals for the two projects was done as a single procurement to expedite the selection process and reduce the work required by the responding firms. From this single procurement, two separate firms were recommended for the two projects. On November 27, 2006, the Board approved the selection of Parsons Transportation Group, Inc. (Parsons), for the design of the easterly segment, and TRC Solutions, Inc. (TRC), for the design of the westerly segment and authorized staff to request cost proposals and negotiate agreements for these services (Attachment A). The Board also requested to review the final agreements prior to execution.

### ***Discussion***

Pursuant to the Board action on November 27, 2006, staff requested cost proposals from both Parsons and TRC for the initial task order. Cost proposals on task order-based agreements consist of labor and overhead rates for various anticipated job classifications. Upon submission of the rates, an audit was conducted to ensure that the proposed labor rates were fair and reasonable. Upon completion of the audit report, staff prepared and submitted a draft agreement to each firm, which have been agreed to in principle by both firms.

The design agreements for each project will be task order-based allowing the flexibility needed to advance the project delivery while allowing for a future

decision on the construction delivery method. The value of each agreement has been set at \$13 million. This amount is an estimate of the not-to-exceed value of all three task orders described in the agreement. The actual value of each task order will be negotiated separately as required to advance the work. As requested by the Board, a copy of each agreement is attached for review (Attachments B and C).

The first task order for each project will be issued to define the preliminary engineering scope and identify the project elements that can be further developed for use in either a design-build or traditional (design-bid-build) project. Upon completion of the first task order, a second task order will be issued for each project for the preliminary engineering to develop the plans to approximately a 35 percent level. The duration of the second task order is expected to be approximately six to nine months. Near the completion of preliminary engineering, the Board will be asked to make a policy decision regarding the project delivery method. This decision point is anticipated to be in December 2007.

Staff has met with the two selected firms, Parsons and TRC, and negotiated the scope of work and proposed level of effort for their first task order, Task Order No. 1 (Attachments D and E).

During the Board Meeting for the original consultant selection process, staff was asked to address any duplication of design effort caused by segregating the adjacent interchange projects into two. Staff does not foresee any significant areas of overlap in the final design of the two projects. These two interchange projects are divided by a 2.5 mile stretch of freeway that provides a good demarcation between the jobs and will avoid any design conflicts. Staff has identified three areas of common interest between the projects that could be handled by one or the other firms to minimize the overall effort. In Task Order No. 1, there are two areas of common interest related to the environmental review of the projects and the coordination of right-of-way procurement with the Department of the Navy. Staff has requested Parsons to perform the environmental review for both projects and TRC to handle the Department of the Navy coordination for both projects to avoid any duplication of efforts in coordinating this work with the reviewing agencies. In the later task orders, staff will combine the Traffic Management Plan under one firm to better coordinate traffic handling during construction.

**Next Steps**

Upon Board approval of the agreements, staff will execute the agreements and issue the first two task orders to begin preliminary engineering. Execution of the agreements is contingent upon receiving federal funding authorization, which is required prior to June 30, 2007. Staff will return to the Board with the requested quarterly updates on the status of the work and the cost effectiveness of the two-segment design approach.

**Fiscal Impact**

The necessary budget actions were approved on November 27, 2006.

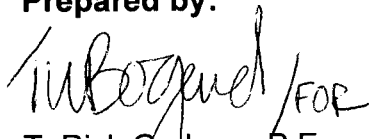
**Summary**

Staff requests the Board of Directors review and approval of Agreement C-6-0636 with Parsons Transportation Group, Inc., and Agreement C-7-0220 with TRC Solutions, Inc., for design services for the Garden Grove Freeway (State Route 22) Phase II improvement project.

**Attachments**

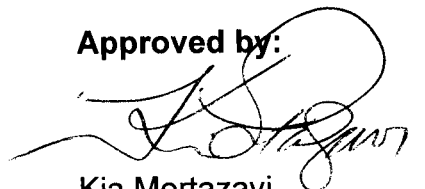
- A. Board Committee Transmittal for Agenda Item, November 27, 2006
- B. Agreement No. C-6-0636 between Orange County Transportation Authority and Parsons Transportation Group, Inc.
- C. Agreement No. C-7-0220 between Orange County Transportation Authority and TRC Solutions, Inc.
- D. CTO No. 1 – Parsons Transportation Group, Inc.
- E. CTO No. 1 – TRC Solutions, Inc.

**Prepared by:**



T. Rick Grebner, P.E.  
Program Manager  
(714) 560-5729

**Approved by:**



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



**This document is available  
upon request to the Clerk  
of the Board.**



Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project

**BIDDERS LIST**  
**[FORM D-5]**

Proposer: Parsons Transportation Group, Inc. RFP No.: 6-0636

The Department of Transportation requires the AUTHORITY to develop and maintain a "Bidders List". The list must include all firms that proposed on prime contracts or subcontracts for DOT-assisted projects, including both DBEs and non-DBEs. The Bidders List is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts whether the firm was successful or unsuccessful in their attempts to obtain contracts. This information is also required from the proposed Bidder. Bidders are encouraged to submit this information at the time of bid submission. However, if not elected to so at the time of bid submission, bidders must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will use this information to develop and maintain the Bidders List to assist in the AUTHORITY'S Overall Annual DBE goal-setting process.

Prime Offeror's Information	
Prime Offeror's Name: Parsons Transportation Group, Inc.	Phone: ( ) (949)263-9322
Address: 2201 Dupont Drive, Suite 200 Irvine, CA 92612	Fax: ( ) (949)263-1225
Number of years in business: 87	Type of work/services/materials provided: Program Management Services
Contact Person: Kevin A. Haboian, P.E.	Title: Vice President
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year. <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input checked="" type="checkbox"/> More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.	
Name of Subcontractor's Firm: Cordoba Corporation	Phone: ( ) (714)558-6124
Address: 2677 N. Main Street, Suite 240 Santa Ana, CA 92705	Fax: ( ) (714)558-8467
Number of years in business: 23	Type of work/services/materials provided: Planning and Utilities
Contact Person: Jose Martinez	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for the firm's annual gross receipts last year. <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input checked="" type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

**Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project**

**List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.**

<b>Name of Subcontractor's Firm:</b> FPL and Associates, Inc	<b>Phone:</b> ( ) (949) 252-1688
<b>Address:</b> 10 Corporate Park, Suite 310 Irvine, CA 92606	<b>Fax:</b> ( ) (949) 252-0088
<b>Number of years in business:</b> 18	<b>Type of work/services/materials provided:</b> Traffic and Electrical
<b>Contact Person:</b> Fong-Ping Lee	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input checked="" type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

**List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.**

<b>Name of Subcontractor's Firm:</b> Group Delta Consultants, Inc.	<b>Phone:</b> ( ) (949) 609-1020
<b>Address:</b> 92 Argonaut, Suite 120 Aliso Viejo, CA 92656	<b>Fax:</b> ( ) (949) 609-1030
<b>Number of years in business:</b> 20	<b>Type of work/services/materials provided:</b> Geotechnical
<b>Contact Person:</b> Shah Ghanbari	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input checked="" type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

**Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project**

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> Psomas	<b>Phone:</b> ( ) (714) 751-7373
<b>Address:</b> 3187 Red Hill Avenue, Suite 250 Costa Mesa, CA 92626	<b>Fax:</b> ( ) (714) 545-8333
<b>Number of years in business:</b> 60	<b>Type of work/services/materials provided:</b> Surveys
<b>Contact Person:</b> Lee Whiteley, PLS	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input checked="" type="checkbox"/> More than \$15 million

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> McLean & Schultz	<b>Phone:</b> ( ) (714) 985-1100
<b>Address:</b> 3040 Saturn Street, Suite 201 Brea, CA 92821	<b>Fax:</b> ( ) (714) 985-1105
<b>Number of years in business:</b> 36	<b>Type of work/services/materials provided:</b> Structures
<b>Contact Person:</b> John R. Arias	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input checked="" type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

**Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project**

**List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.**

<b>Name of Subcontractor's Firm:</b> RBF Consulting	<b>Phone:</b> ( ) (949) 855-3624
<b>Address:</b> 14725 Alton Parkway Irvine, CA 92618-2027	<b>Fax:</b> ( ) (949) 837-8007
<b>Number of years in business:</b> 62	<b>Type of work/services/materials provided:</b> Roadway, Drainage, Landscape, ITS, and Structures
<b>Contact Person:</b> Steve Huff, PE	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input checked="" type="checkbox"/> More than \$15 million

**List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.**

<b>Name of Subcontractor's Firm:</b>	<b>Phone:</b> ( )
<b>Address:</b>	<b>Fax:</b> ( )
<b>Number of years in business:</b>	<b>Type of work/services/materials provided:</b>
<b>Contact Person:</b>	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

**AGREEMENT NO. C-7-0220**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**TRC SOLUTIONS, INC.**

**THIS AGREEMENT** is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 TRC Solutions, Inc., 21 Technology Drive East, Irvine, California 92618 (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide design services on a Contract Task Order basis for the westerly segment of the State Route-22 Phase II/ West Orange County connection Project, (hereinafter referred to as "PROJECT"); 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;

**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 terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONSULTANT or to future performance of such terms or conditions and CONSULTANT 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/ KEY PERSONNEL**

A. CONSULTANT shall perform the necessary work in a manner satisfactory to AUTHORITY for the services set forth in each Contract Task Order that may be issued to the CONSULTANT pursuant to this Agreement based on the services specified in Exhibit A.

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

<b><u>Name</u></b>	<b><u>Function</u></b>
Leonard Sequeira (TRC)	Project Manager
Karen Chapman (TRC)	QA/QC, Risk Management, Constructability
Ross Lew (TRC)	Roadway Lead
Wei Koo (PBS&J)	Structures Lead
Doyle Wiste (DMJM)	Design Build Evaluation
Lino Cheang (Earth Mechanics)	Geotechnical Lead
Hugo Guerrero (TRC)	Utilities Lead
Gary Sjelin (DMJM)	Drainage Lead
William Sun (LIN)	Communication Systems/Electrical Lead

<u>Name</u>	<u>Function</u>
Jim Elliott (Associated Eng.)	Survey/Right-of-Way Lead
Brent Praegitzer (LDP Design)	Landscape Design
David Lennon (TRC)	Hazardous Waste/ADL Lead
Ed Ferrer (TRC)	Navy Coordination Lead
Robert Prohaska (TRC)	Environmental Lead

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT due to death, retirement, injury, illness or if the person is no longer employed by CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval no more than ten (10) calendar days following CONSULTANT's receipt of notice of future unavailability of the key person. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of the qualifications concerning acceptance of the candidate for replacement.

D. CONSULTANT acknowledges and agrees that the Key Personnel identified herein are an essential element of this Agreement and that reassigning or reducing the commitment level of such Key Personnel will result in damages being sustained by AUTHORITY. Since it is impracticable and extremely difficult to ascertain and determine the actual damages, which would accrue to AUTHORITY in such event, it is further agreed that should the CONSULTANT reassign, remove or reduce the full-time status of the Key Personnel, within the first two years of the PROJECT. CONSULTANT agrees to pay AUTHORITY liquidated damages in the amount of Twenty-Five Thousand Dollars (\$25,000.00) per each instance as deemed compensation to AUTHORITY for such damages. CONSULTANT understands and agrees that any damages payable in accordance with this provision are in the nature of liquidated damages and not a penalty and such sums are reasonable under the circumstances existing as of the Proposal Date. AUTHORITY shall have the right to deduct any amount owed by

CONSULTANT to AUTHORITY hereunder from any amounts owed by AUTHORITY to CONSULTANT, including any retainage with may be payable by AUTHORITY to CONSULTANT.

**ARTICLE 4. TERM OF AGREEMENT**

A. This Agreement shall commence upon the AUTHORITY issuing a written Notice To Proceed (NTP), and shall continue in full force and effect through December 31, 2012, unless earlier terminated or extended as provided for in this Agreement.

B. If during the course of this Agreement, the CONSULTANT falls behind in their approved schedule by ten percent (10%) or more, a meeting will be scheduled to address the delay. If AUTHORITY determines that the delay is caused by CONSULTANT, payment may be withheld until such time that the CONSULTANT submits an action plan acceptable to AUTHORITY outlining the corrective action to be taken to eliminate the delays

**ARTICLE 5. CONTRACT TASK ORDERS (CTO) AND PAYMENT**

A. As the need for design services arise during the term of this Agreement, CTO's may be issued to CONSULTANT at AUTHORITY's sole discretion. Each CTO will specifically define the Scope of Work, the total cost of the CTO to be paid CONSULTANT, and any other information, necessary for the performance of the services. AUTHORITY does not guarantee that CONSULTANT will receive a CTO, nor does the AUTHORITY make any guarantee that the Maximum Obligation amount identified in Article 7, will be expended.

B. CONSULTANT shall submit to AUTHORITY, a written technical proposal and cost estimate within 48 hours from AUTHORITY's request. CONSULTANT shall submit a final written technical proposal and cost proposal within five (5) working days from AUTHORITY's initial request. No work shall commence until a CTO has been executed by both AUTHORITY and CONSULTANT. Failure of the CONSULTANT to perform in accordance with this provision may result in CONSULTANT forfeiture of retention monies and/or termination of this Agreement.

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C. For CONSULTANT's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 7., AUTHORITY shall pay CONSULTANT for each CTO on a firm fixed price basis in accordance with the CONSULTANT's agreed upon fully burdened hourly labor rates presented herein as Exhibit B and the following provisions.

1. CONSULTANT's and subconsultants fully burdened hourly labor rates will be subject to an annual escalation rate of four percent (4%), commencing on May 1, 2007. All rates are subject to audit verification.

2. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work completed by CONSULTANT. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which report shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any work until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full for any work completed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph 4 of this Article.

3. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly progress report specified in paragraph 2 of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

- a) Agreement No. C-7-0220; and CTO Number;
- b) The work for which payment is being requested;
- c) Total monthly invoice (including project-to-date cumulative invoice amount);

d) Monthly Progress Report including updated CPM Schedule;

e) Certification signed by the CONSULTANT or his/her designated alternate that (i)

The invoice is a true, complete and correct statement of reimbursable costs and progress; (ii) The backup information included with the invoice is true, complete and correct in all material respects; (iii) All previous payments due and owing to subcontractors and suppliers have been made; (iv) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; (v) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice; and

f) Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

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

5. Failure of CONSULTANT to submit all information as identified in this Article may result in the withholding of payment until such time that CONSULTANT submits the information.

#### **ARTICLE 6. PROMPT PAYMENT CLAUSE**

A. CONSULTANT agrees to pay each subcontractor for the satisfactory work performed under this Agreement, no later than ten (10) calendar days from the receipt of payment CONSULTANT receives from AUTHORITY. CONSULTANT agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from CONSULTANT showing

1 payment has been made to the subcontractors. Any delay or postponement of payment from the above  
2 referenced time frames may occur only for good cause following written approval by AUTHORITY.

3 B. Failure to comply with this provision or delay in payment without prior written approval from  
4 AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions,  
5 including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every  
6 month that payment is not made.

7 C. These prompt payment provisions must be incorporated in all subcontract agreements  
8 issued by CONSULTANT under this Agreement.

9 **ARTICLE 7. MAXIMUM OBLIGATION**

10 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
11 CONSULTANT agree that AUTHORITY's maximum cumulative payment obligation (including obligation  
12 for CONSULTANT's profit) shall be Thirteen Million Dollars (\$13,000,000.00) which shall include all  
13 amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or  
14 due to termination of, this Agreement.

15 **ARTICLE 8. NOTICES**

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

20 To CONSULTANT:

21 TRC Solutions, Inc.

22 21 Technology Drive East

23  
24 Irvine, CA 92618

25 ATTENTION: Leonard Sequeira, P.E.

26 Project Manager

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Kathleen Murphy-Perez,

Section Manager-Capital Projects

cc: Mary Toutounchi, P.E.

**ARTICLE 9. INDEPENDENT CONTRACTOR**

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

**ARTICLE 10. INSURANCE**

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

1. Commercial General Liability, to include Products/Completed Operations, Independent CONSULTANTS', Contractual Liability, and Personal Injury with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;
2. Automobile Liability 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 and agents;
4. Employers' Liability with minimum limits of \$1,000,000.00;
5. Professional Liability with minimum limits of \$10,000,000.00 per claim.

B. 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 issuance of the NTP of this Agreement with AUTHORITY and Caltrans, and their officers,

directors, employees and agents designated as additional insureds on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the certificate of Insurance the Agreement Number C-7-0220; and the Procurement Administrator's Name, Kathleen Murphy-Perez.

D. CONSULTANT shall also include in each subcontract agreement the stipulation that subcontractors shall maintain insurance coverage in the amounts required by CONSULTANT. AUTHORITY and CONSULTANT have agreed that the following level of insurance coverage for Earth Mechanics; Wieland Associated, Associated Engineers, LDP Design Group, LIN Consulting and Consensus Planning Group subcontractors is acceptable: Professional Liability with minimum limits of \$1,000,000.00 per claim. All other insurance limits as identified herein must be maintained by all subcontractors. If requested by AUTHORITY, CONSULTANT shall promptly provide certificates of insurance evidencing coverage for each subcontractor. AUTHORITY shall have the right to contact the subcontractors directly in order to verify the coverage.

#### **ARTICLE 11. ORDER OF PRECEDENCE**

A. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the Contract Task Order; (3) the provisions of RFP 6-0636; (4) CONSULTANT's technical proposal dated September 29, 2006, CONSULTANT's cost proposal dated December 27, 2006, as well as other revisions submitted as a result of negotiations, and (4) all other documents, if any, cited herein or incorporated by reference.

B. Should there be found that there are ambiguities, discrepancies, errors or omissions amongst the reference documents obtained by CONSULTANT, CONSULTANT shall submit a request in writing asking for clarification. Any work that may be performed by the CONSULTANT prior to clarification being received shall be at the CONSULTANT's own risk. Such conflicts, ambiguities, discrepancies, errors or omissions amongst the reference documents shall not give rise to a claim by

CONSULTANT for extra work or time unless CONSULTANT can adequately demonstrate that it has incurred additional expenses as a result of the ambiguities.

**ARTICLE 12. CHANGES**

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

**ARTICLE 13. 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 Manager, of Contracts Administration and Materials Management, (CAMM) who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Manager of CAMM, shall be AUTHORITY's final administrative decision.

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, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

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C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Manager, 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 14. TERMINATION**

A. AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above and Article 8. herein. Upon receipt of said notice, CONSULTANT will comply with all applicable provisions of the FAR pertaining to termination for convenience. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under this Agreement.

B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term or violates any provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs incurred by AUTHORITY as a result of such default, including but not limited to, procurement costs of the same or similar services that were to be provided by CONSULTANT under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49 of the FAR.

**ARTICLE 15. INDEMNIFICATION**

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

**ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

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

<b><u>Subcontractor Name/Address</u></b>	<b><u>Function</u></b>
1. DMJM Harris 999 Town & Country Road, Orange, CA 92868	Design/Build Evaluation & Roadway
2. PBS&J 625 The City Drive South, #200, Orange, CA 92868	Structures/Roadway
3. Earth Mechanics, Inc. (DBE) 17660 Newhope Street, # E, Fountain Valley, CA 92708	Geotechnical

<u>Subcontractor Name/Address</u>	<u>Function</u>
4. Wieland Associates, Inc. 2691 Richter Avenue, # 107, Irvine, CA 92606	Noise Analysis
5. Associated Engineers, Inc. 3311 E. Shelby Street, Ontario, CA 91764	Public Outreach
6. LDP Design Group 20101 SW Birch Street, #130-G, Newport Beach, CA 92660	Landscape Design
7. LIN Consulting, Inc. 21660 E. Copley Drive, #270, Diamond Bar, CA 91765	Communications Systems/ Electrical
8. Consensus Planning Group (DBE) 2172 Dupont Drive, Suite 21, Irvine, CA 92612	Survey/Right-of-Way

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

CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, work data, documents and facilities, as AUTHORITY deems necessary. CONSULTANT 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 CONSULTANT'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. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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**ARTICLE 18. PROHIBITION**

CONSULTANT acknowledges that the CONSULTANT and its subcontractors (at any tier) will be ineligible to perform services for the design-build construction team, either as a prime contractor, subcontractor or joint-venture partner. CONSULTANT also acknowledges that if the AUTHORITY chooses the design-bid-build project delivery method, the CONSULTANT and its subcontractors (at any tier) will be ineligible from submitting a proposal for the construction management procurement issued by the AUTHORITY.

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

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

**ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 21. CIVIL RIGHTS ASSURANCE**

During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a

part of this Agreement.

B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 22. RACE NEUTRAL DBE PARTICIPATION**

A. At the time of contract execution, CONSULTANT has committed to utilize DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure that DBE subconsultants listed on the "DBE Race-Neutral Participation Listing", Exhibit D-5, which is attached herein, to perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the AUTHORITY prior to the CONSULTANT effectuating any changes to its race-neutral DBE participation commitment(s).

B. In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), AUTHORITY has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs". This project is subject to these stipulated regulations. In order to ensure that the AUTHORITY achieves its overall DBE Program goals and objectives, the AUTHORITY encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the AUTHORITY to:

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1           1. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S.  
2 DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of  
3 AUTHORITY's DOT-assisted contracting opportunities.

4           2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and  
5 subcontracts.

6           3. Ensure non-discrimination in the award and administration of AUTHORITY's DOT-  
7 assisted contracts.

8           4. Create a level playing field on which DBEs can compete fairly for DOT-assisted  
9 contracts.

10          5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted  
11 to participate as DBEs.

12          6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

13          7. Assist in the development of firms that can compete successfully in the marketplace  
14 outside the DBE Program.

15          8. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex  
16 in the award and performance of subcontracts.

17          C. Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the  
18 Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or  
19 inconsistencies between the Regulations and the AUTHORITY's DBE Program with respect to DOT-  
20 assisted contracts, the Regulations shall prevail.

21          D. AUTHORITY's new Race-Neutral DBE Policy Implementation Directives: Pursuant to  
22 recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth  
23 Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department  
24 of Transportation, AUTHORITY has implemented a wholly Race-Neutral DBE Program. A Race-  
25 Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms.  
26 Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-

conscious DBE participation goals on its DOT-assisted contracts. CONSULTANT shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, CONSULTANT shall adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

E. Definitions -The following definitions apply to the terms as used in these provisions:

1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.

3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65.

Members of the following groups are presumed to be socially and economically disadvantaged:

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- a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. Women, regardless of ethnicity or race.

4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

5. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.

6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the AUTHORITY to meet the social and economic disadvantage criteria described below.

a. Social Disadvantage- (i) The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control. (ii) The individual must demonstrate that he/she has personally suffered social disadvantage. (iii) The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries. (iv) The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant. (v) The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

b. Economic Disadvantage – (i) The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged. (ii) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage: With respect to the individual: availability of financing; bonding capability; availability of outside equity capital; and available markets. With respect to the individual and the business concern: personal and business assets; personal and business net worth; and personal and business income and profits

8. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award). CONSULTANT shall complete and submit the following DBE exhibits (forms) at the times specified:

a. "Monthly Race-Neutral DBE Subconsultants Paid Report Summary and Payment Verification" (Form 103).

1           b.       If CONSULTANT is a DBE firm and/or has proposed to utilize DBE firms,  
2 CONSULTANT will be required to complete and submit Form 103 to the AUTHORITY by the 10<sup>th</sup> of  
3 each month until completion of the contract to facilitate reporting of race-neutral DBE participation,  
4 following the first month of contract activity. CONSULTANT shall report the total dollar value paid to  
5 DBEs for the applicable reporting period. CONSULTANT shall also report the DBE's scope of work and  
6 the total subcontract value of commitment for each DBE reported.

7           c.       CONSULTANT is advised not to report the participation of DBEs toward the  
8 CONSULTANT's race-neutral DBE attainment until the amount being counted has been paid to the  
9 DBE.

10           d.       Upon completion of the contract, CONSULTANT will be required to prepare and  
11 submit to the AUTHORITY Form 103 clearly marked "Final" to facilitate reporting and capturing actual  
12 DBE race-neutral attainments.

13           e.       CONSULTANT shall complete and submit a Final Form 103 whether or not  
14 DBEs were utilized in the performance of the contract.

15           F.       A DBE must be a small business concern as defined pursuant to Section 3 of the  
16 U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

17               1. A DBE may participate as a prime consultant, subconsultant, joint venture partner  
18 with a prime or subconsultant, vendor of material or supplies, or as a trucking company.

19               2. A DBE joint venture partner must be responsible for specific contract items of work,  
20 or clearly defined portions thereof. Responsibility means actually performing, managing and  
21 supervising the work with its own forces. The DBE joint venture partner must share in the capital  
22 contribution, control, management, risks and profits of the joint venture commensurate with its  
23 ownership interest.

24               3. A DBE must perform a commercially useful function in accordance with 49 CFR  
25 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its  
26 responsibility by actually performing, managing and supervising the work). A DBE should perform at

least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

4. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: (a) The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>. (b) The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

G. DBE Crediting Provisions: When a DBE is proposed to participate in the contract, either as a prime consultant or subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If a DBE intends to subcontract part of the work of its subcontract to a lower tier subconsultant, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime CONSULTANT's race-neutral DBE attainment.

1. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows: (a) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or (b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the contract, obtained from a DBE manufacturer (c) Brokers, and Packagers may be credited towards CONSULTANT's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the contract. Fees charged for delivery of

1 material and supplies (excluding the cost of materials or supplies themselves) when the licensed  
2 hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material  
3 and supplies. Fees and commissions charged for providing any insurance specifically required in  
4 the performance of the contract.

5 2. CONSULTANT may count the participation of DBE trucking companies toward  
6 race-neutral DBE attainment, as follows: the DBE must be responsible for the management and  
7 supervision of the entire trucking operation for which it is responsible on a particular contract; the  
8 DBE must itself own and operate at least one fully licensed, insured, and operational truck used on  
9 the contract; the DBE receives credit for the total value of the transportation services it provides on  
10 the contract using trucks it owns, insures, and operates using drivers it employs; DBE may lease  
11 trucks from another DBE firm, including an owner-operator who is certified as a DBE; the DBE who  
12 leases trucks from another DBE receives credit for the total value of the transportation services the  
13 lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm,  
14 including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only  
15 for the fee or commission it receives as a result of the lease arrangement. The DBE does not  
16 receive credit for the total value of the transportation services provided by the lessee, since these  
17 services are not provided by a DBE.

18 3. For purposes of this paragraph, a lease must indicate that the DBE has  
19 exclusive use of and control over the truck. This does not preclude the leased truck from working for  
20 others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE  
21 absolute priority for use of the leased truck. Leased trucks must display the name and identification  
22 number of the DBE.

23 4. If CONSULTANT listed a non-certified DBE 1<sup>st</sup> tier subconsultant to perform work  
24 on this contract, and the non-certified DBE subconsultant subcontracts a part of its work or  
25 purchases materials and/or supplies from a lower tier DBE certified subconsultant or vendor, the  
26

1 value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral  
2 DBE participation on the contract.

3 H. DBE subconsultants listed by the CONSULTANT in its "DBE Race-Neutral Participation  
4 Listing" (Exhibit D-5) submitted at the time of proposal submission shall perform the work and supply  
5 the materials for which they are listed, unless the CONSULTANT has received prior written  
6 authorization from the AUTHORITY to perform the work with other forces or to obtain the materials from  
7 other sources. CONSULTANT shall provide written notification to AUTHORITY in a timely manner of  
8 any changes to its anticipated DBE participation. This notice should be provided prior to the  
9 commencement of that portion of the work.

10 I. In the event CONSULTANT identifies additional DBE subconsultants or suppliers not  
11 previously identified by CONSULTANT for race-neutral DBE participation under the contract,  
12 CONSULTANT shall notify AUTHORITY by submitting the "Request for Additional DBE Firm" form.  
13 CONSULTANT shall also submit, for each DBE identified after contract execution, a written  
14 confirmation from the DBE acknowledging that it is participating in the contract for a specified value,  
15 including the corresponding scope of work (a subcontract agreement can serve in lieu of the written  
16 confirmation).

17 J. DBE Certification Status- If a listed DBE subconsultant is decertified during the life of  
18 the project, the decertified subconsultant shall notify CONSULTANT in writing with the date of  
19 decertification. If a non-DBE subconsultant becomes a certified DBE during the life of the project,  
20 the DBE subconsultant shall notify CONSULTANT in writing with the date of certification.  
21 CONSULTANT shall furnish the written documentation to AUTHORITY in a timely manner.

22 K. In compliance with State and Federal anti-discrimination laws, CONSULTANT shall  
23 affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in  
24 consideration of contract award opportunities. Further, CONSULTANT shall affirm that they will  
25 consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination  
26 objectives.

**ARTICLE 23. LOBBYING**

A. The certification and disclosure of lobbying activities described in the RFP documents shall be included in each subcontract, including all tiers, where a subcontract exceeds \$100,000. All disclosure forms shall be forwarded to the AUTHORITY's project manager.

B. CONSULTANT and its subcontractors shall be required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure that materially affects the accuracy of the information contained in any disclosure form previously filed by the CONSULTANT or the subcontractor.

**ARTICLE 24. PROHIBITED INTERESTS**

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

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

**ARTICLE 25. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or

becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

#### **ARTICLE 26. PATENT AND COPYRIGHT INFRINGEMENT**

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

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at

CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

**ARTICLE 27. DESIGN WITHIN FUNDING LIMITATIONS**

A. In order to ensure the accuracy of the construction budget for the benefit of the public works bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services required under this Agreement so as to permit the award of a contract, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth by AUTHORITY. When bids or proposals for the construction contract are received that exceed the estimated price, CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price for which the services were specified. However, CONSULTANT shall not be required to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. If AUTHORITY agrees with CONSULTANT, AUTHORITY authorize a change in scope or materials to reduce the estimated construction cost to an amount within the funding limitations set forth by AUTHORITY, or AUTHORITY may increase the amount of available funding. When bids or proposals are not solicited or are unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

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**ARTICLE 28. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

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

**ARTICLE 29. FINISHED AND PRELIMINARY DATA**

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

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

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**ARTICLE 30. GENERAL WAGE RATES**

A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices or other labor categories in which prevailing wages are required, employed by CONSULTANT or subcontractor at any tier for any work hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. If there is a difference between the minimum wage rates for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the Labor Code of the state of California, which is incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

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**ARTICLE 31. ALCOHOL AND DRUG POLICY**

A. CONSULTANT agrees to establish and implement an alcohol and drug program that complies with 49 Code of Federal Regulations Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or AUTHORITY, to inspect the facilities and records associated with the implementation of the alcohol and drug testing program as required under 49 CFR Part 655 and review the testing process.

B. CONSULTANT agrees further to certify annually its compliance with Part 655 before November 27<sup>th</sup> and to submit the Management Information System reports to, and when requested by, AUTHORITY's Project Manager and AUTHORITY's Alcohol and Drug Program Manager. To certify compliance CONSULTANT shall use the "Substance Abuse Certifications" and the "Annual List of Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative Agreements," which is published annually in the Federal Register.

C. On an annual basis, and no later than February 15 of each year, CONSULTANT shall submit to AUTHORITY's Human Resources Division annual drug and alcohol testing data using the appropriate FTA prescribed forms. The report shall cover testing conducted during the previous calendar year. It shall be addressed as follows:

OCTA Human Resources  
Attn: Alcohol and Drug Program Manager  
550 S. Main Street  
P. O. Box 14184  
Orange, CA 92863-1584

D. Using the EZ format prescribed by the FTA for the annual report, CONSULTANT shall send a quarterly drug and alcohol testing report to the Project Manager, with a copy to the Alcohol and Drug Program Manager in Human Resources. The quarterly report must be submitted no later than the 15<sup>th</sup> of the month following the close of each quarter (April, July, October, and January).

E. CONSULTANT agrees further to submit upon request a copy of the Policy Statement developed to implement its alcohol and drug-testing program.

F. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

**ARTICLE 32. PRIVACY ACT**

CONSULTANT shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before the CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

**ARTICLE 33. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1E, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

**ARTICLE 34. FEDERAL CHANGES**

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA , as they may be amended or promulgated from time to time during this Agreement. CONSULTANT's failure to comply shall constitute a material breach of contract.

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**ARTICLE 35. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 36. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONSULTANT, to the extent the Federal Government deems appropriate. CONSULTANT agrees to include this requirement

in all of its subcontracts.

**ARTICLE 37. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 38. ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

**ARTICLE 39. CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 40. CLEAN WATER REQUIREMENTS**

A. CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

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**ARTICLE 41. WARRANTY**

A. CONSULTANT warrants that; (i) in preparing any and all plans, drawings or specifications required under this Agreement, CONSULTANT warrants that it shall use the degree of professional skill that complies with the standard of practice for architects and engineers in California at the time the services are rendered; (ii) the project shall be free of defects, including design errors, except to the extent that such defects are inherent in prescriptive specifications included in the Contract Documents; (iii) the Project shall be fit for use for the intended function; (iv) materials and equipment furnished under this Agreement shall be of good quality and new; and (v) the work shall meet all of the requirements of this Agreement.

B. The warranty term shall commence upon acceptance thereof by AUTHORITY and shall remain in effect until one year after the date of Project acceptance. If the Authority determines that any of the work has not met the standards set forth in this Article at any time within the warranty period, the CONSULTANT shall correct such work as specified herein, even if the performance of such corrective work extends beyond the stated warranty period.

C. Within seven days of receipt of written notice by AUTHORITY specifying a failure of any of the work to satisfy CONSULTANT's warranties or of any other subcontractor representation, warranty, guarantee or obligation which CONSULTANT is responsible to enforce, CONSULTANT and AUTHORITY shall mutually agree when and how CONSULTANT shall remedy such violation; provided however, that in the case of an emergency requiring immediate curative action, CONSULTANT shall implement such action as it deems necessary and shall notify AUTHORITY in writing of the urgency of the decision. CONSULTANT and AUTHORITY shall promptly meet in order to agree on a remedy. If CONSULTANT does not its best efforts to proceed to effectuate such remedy within the agreed time, or should CONSULTANT and AUTHORITY fail to reach such an agreement within the seven-day period (or immediately in the case of emergency conditions), AUTHORITY after notice to CONSULTANT, shall have the right to perform or have performed by third parties the necessary remedy, and the costs shall be borne by CONSULTANT.

**ARTICLE 42. 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.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-0220 to be executed on the date first above written.

**TRC SOLUTIONS, INC.**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Leonard Sequeira, P.E.  
Project Manager

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By \_\_\_\_\_

Kia Mortazavi, P.E.  
Executive Director, Development

Date \_\_\_\_\_



## **SR-22 PHASE II SCOPE OF WORK**

### **Section 1**

#### **Project Description**

##### **1.0-1 Background**

The Orange County Transportation Authority (AUTHORITY) in cooperation and partnership with California Department of Transportation (Caltrans) is issuing this Request for Proposal (RFP) for architectural and engineering services to finalize the project scope, complete the preliminary engineering phase, and develop plans and specifications for the construction of transportation improvements for the State Route 22/West Orange County Connection project including the Interstate 405/SR-22 HOV connector, Interstate 405 mainline improvements, and the Interstate 405/605 HOV Connector, in Orange County, California. The project is referred to herein as "PROJECT".

##### **1.0-2 Statement of Intent**

The PROJECT will be divided into two separate design Segments. Each segment will be designed in accordance with Caltrans Design Standards. The method of project delivery will be either Design-Bid-Build (DBB) or Design-Build (D-B), however, final resolution of the delivery method has not been determined by the AUTHORITY at this time. The CONSULTANT(s) who is awarded this contract shall have the qualifications to perform architectural and engineering services for the following:

- Preliminary engineering design phase
- The development of a design-Build RFP
- The preparation of final plans, specifications, and estimates (PS&E).

It is anticipated that the work will be segregated into contract task orders (CTO) appropriate for the selected method of project delivery including the following required tasks:

- Finalize Segment scope of work;
- Develop Segment preliminary engineering plans;
- Develop Supplemental Project Report;
- Identify and Submit Caltrans design Exceptions;
- Engineering services for PS&E or finalize the design-build RFP;
- Provide design support services during segment construction if the Design-Bid-Build administration methodology is chosen.

Other tasks may be identified during the course of design and construction.

### **1.0-3 Detailed Project Description**

The proposed PROJECT improvements are described in the following reports:

- A. Project Report, March 13, 2003
  - State Route 22/West Orange County Connection (WOCC)
  - Interstate 5 in Orange County at Route 22
  - On Route 22 in Orange County from Interstate 405 to Route 55
  - On Route 55 in Orange County from Fairhaven to Chapman
  - On Interstate 405 in Orange County from Interstate 605 to Route 22
  - On Interstate 605 in Orange County from Katella to Interstate 405
- B. State Route 22/West Orange County Connection
  - Final Environmental Impact Statement and Environmental Impact Report as prepared for AUTHORITY, Caltrans District 12, United States Department of Transportation, Federal Highway Administration, California Division in March 2003.

Features of the PROJECT include but are not limited to the following:

- A new HOV lane in each direction on I-405 from I-605 to SR-22;
- HOV direct connectors between SB I-605 and SB I-405;
- HOV direct connectors between NB I-405 and NB I-605;
- HOV direct connectors between SB I-405 and EB SR-22;
- HOV direct connectors between WB SR-22 and NB I-405;
- Soundwalls and retaining walls;
- Reconstruction of ramps;

Other improvements may include the following:

- Roadway and ramp modifications'
- Surveillance, control and communication modifications and installation;
- Drainage modifications;
- Orange County Flood Control District Box Culvert/modifications;
- Sewer relocation modifications;
- Right-of-Way engineering;
- Landscaping and irrigation;
- Utility removal and/or relocation;

#### **1.0-4 Project Delivery**

The PROJECT' scope of work is anticipated to be broken into three Contract Task Orders (CTOs). CTO Number 1 will initiate and develop an SR-22/WOCC detailed project scope of work for each respective segment in order to clearly define the design and construction segment. CTO Number 2 shall be executed upon negotiation of final design costs associated with the newly defined scope and will necessitate the development and completion of preliminary engineering for the respective segment. CTO Number 3 shall be executed upon determination of the project delivery method will entail either the development of the final PS&E documents for the D-B-B administration or the development of the RFP for D-B project delivery.

##### **Contract Task Order 1: Develop and finalize project scope**

CONSULTANT responsibilities shall include at a minimum the following:

- Develop a detailed scope of all design and elements of the project including but not limited to bridge structures, widening, soundwalls and retaining walls, ramp modifications, drainage, utility relocations.
- Develop an initial construction cost estimate of detailed scope.
- Initiate and finalize lump sum design budget for CTO 2 and CTO 3.
- Identify plans and details required for DB and/or DBB procurement contracts.

##### **Contract Task Order 2: Preliminary Engineering**

CONSULTANT responsibilities shall include at a minimum the following:

- Develop roadway Geometric Approval Drawings (GAD).
- Stage construction drawings.
- Traffic Management Plan (TMP).
- Identify and support environmental document and public outreach concerns.
- Identify ROW and utility impacts.
- Develop all necessary preliminary reports.
- Identify and support project permit requirements.
- Perform all other necessary preliminary engineering functions.

**Authority/Caltrans Responsibilities:**

- Right-of-Way Acquisition.
- Perform peer review of stage construction drawings.
- Public outreach program.

**Contract Task Order 3 (Design Bid Build Administration)**

Depending on the project delivery method selected, CONSULTANT responsibilities shall include at a minimum the following

- Complete roadway PS&E.
- Develop structures PS&E.
- Perform final hydrology analysis and hydraulic design.
- Finalize all reports as required per State Standards.
- Develop all stage construction drawings.
- Recommend right-of-way limits and temporary and permanent easement requirements.
- Right-of-way Record Maps/Appraisal Maps/Legal Descriptions & Exhibits.
- Support utility relocation requirements.
- Develop and Implement design and construction coordination plan for PROJECT segments.
- Landscape design (separate PS&E).

**Contract Task Order 3 (Design-Build Administration)**

Should the AUTHORITY select the Design-Build methodology for project delivery, CONSULTANT responsibilities shall include at a minimum the following;

- Review all project data and information.
- Prepare and Implement Project Management Plan in conjunction with other Segment designers.
- Prepare a Request for Proposal, including technical provisions and assist AUTHORITY staff with the procurement of the design-build contract.
- Identify necessary utility relocations and provide necessary coordination

CTO No. 1 will be issued to further define and detail the segment project scope. Upon completion of a detailed scope, AUTHORITY shall commence negotiating CTO No. 2 that shall define the scope and pricing for completion of preliminary engineering phase. CTO No. 3 shall be negotiated following the decision on the project delivery method.

CONSULTANT will be required to adhere to the following criteria and provide service while finalizing project scope, completing preliminary engineering, and developing the final PS&E or RFP package (based on method of project delivery):

1. In conjunction with Caltrans, AUTHORITY, and local agencies, CONSULTANT shall review the proposed construction alignment and develop possible alternatives meeting the requirements of the various stakeholders. It is anticipated that each segment planning will be driven in part by Traffic Management Plan (TMP), project cost estimate, and project delivery schedule.
2. CONSULTANT shall perform a review of the current geometrics and recommend any proposed changes resulting from items 1 above.
3. CONSULTANT recommends independent work tasks performed parallel to the above to avoid impacting the overall project delivery schedule.

AUTHORITY staff/Caltrans/Consultant will provide additional constructability, staging, and Segment coordination reviews to assist throughout preliminary and final engineering and construction. CONSULTANT shall be responsible for incorporating other management ideas or concepts into the project management process as requested by AUTHORITY.

#### **1.0-5 Projects Costs**

The scope of the projects is based on the draft Supplemental Project Report. The estimated PROJECT costs based upon December 2006 dollars.

Construction:

Segment 1 (SR-22 to Seal Beach Boulevard)	\$92,000,000
Segment 2 (Seal Beach to I-605)	\$118,000,000
<b>PROJECT Construction Cost</b>	<b>\$210,000,000</b>
Right of Way and Utilities:	\$15,000,000
<b>TOTAL PROJECT Cost:</b>	<b><u>\$225,500,000</u></b>

#### **1.0-6 Project Schedule**

The PROJECT shall be delivered in accordance with the following anticipated schedule based on the project delivery method identified.

1.0-6A Schedule for Design-Bid-Build Project Delivery Method

ACTIVITY	DATE
A. Begin Work, Contract Task Order #1	May 2007
B. Begin Work, Contract Task Order #2	June 2007
C. Final PS&E to Caltrans Headquarters	September 2008
D. Construction Advertising	December 2008
E. Construction Award	March 2009
F. Completion of Construction	September 2011

1.0-6B Schedule for Design-Build Project Delivery Method

ACTIVITY	DATE
A. Begin Work, Contract Task Order #1	May 2007
B. Begin Work, Contract Task Order #2	June 2007
C. Release Design-Build RFP	November 2007
D. Award Design-Build RFP	March 2008
F. Completion of Construction	March 2010

## SECTION 2

### STATEMENT OF WORK FOR DESIGN-BID-BUILD PROJECT DELIVERY

#### 2.0 General

The information provided in Section 2 is a general outline to assist the CONSULTANT in determining the scope of work likely to be required during the project development stage if design-bid-build methodology of project delivery is selected. Further revisions, clarifications and detail will be provided in the CTOs issued to the CONSULTANT. The following list of tasks will be the basis for project delivery:

Task 1 - Project Management

Task 2 - Design Concept Approval (DCA) and Value Engineering

Task 3 - Preliminary Design Approval (PDA)

Task 4 - Draft PS&E

Task 5 - Final PS&E

Task 6 - Construction Bidding Phase

Task 7 - Construction Support Plan

Task 8 - Project Closeout

CONSULTANT shall include all necessary elements to support the PROJECT from preliminary engineering and environmental through final design and the construction phase. Services shall include but not be limited to the following:

- Design services including but not limited hydrology, geotechnical, traffic engineering, electrical, structural, cost estimating, scheduling, staging, design survey, noise analysis and other necessary roadway elements.
- Provide Right-of-way and utility support and coordination.
- Provide engineering support services during the construction phase of the project.

## **2.1 Quality Control Program**

CONSULTANT shall maintain a quality control plan during performance of the services under this Agreement to ensure that the plans, design, specifications, estimates, calculations, reports, and other documents submitted under this Agreement shall be complete, constructible, accurate, checked and proofread to meet professional engineering practices in effect at the time of execution of the Agreement and of a quality acceptable to AUTHORITY and Caltrans.

## **2.2 Design Concept Approval (DCA)**

Based on the Project Report and environmental document, CONSULTANT shall perform any additional field design surveys, finalize geometric approval drawings and obtain design concept approval for the preparation of plans, specifications and estimates.

### **2.3 Design Surveys**

CONSULTANT shall perform design surveys including mapping, necessary to complete a constructible PS&E. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open-ended traverses, profile data sheets, three line profiles and required documentation.

CONSULTANT shall designate a Surveys Manager who will coordinate all surveying operations.

### **2.4 Geometric Approval Drawings (GAD)**

CONSULTANT shall prepare plans in accordance with Caltrans plan preparation criteria for GAD.

### **2.5 Materials/Foundation Reports or Geotechnical Requirements**

CONSULTANT shall review existing materials data, design and conduct a field exploration and laboratory-testing program, and prepare a materials report for the specific needs of the project. The materials report shall be prepared in accordance with Caltrans methodology.

### **2.6 Traffic Engineering**

CONSULTANT shall be performing the traffic engineering required for the project including the development of a Traffic management Plan (TMP). CONSULTANT may be tasked to perform individual work items and to perform a peer review of the developed traffic engineering products.

### **2.7 Drainage**

The drainage analysis and design will be performed by the CONSULTANT for all project segments.

### **2.8 Electrical and ITS Requirements**

The electrical design and necessary ITS requirements will be performed by the CONSULTANT for the PROJECT. Providing lighting and other necessary ITS plans for all roadway and freeway segments as required by Caltrans.

### **2.9 Right of Way**

CONSULTANT shall have the requisite experience to conduct necessary coordination with the AUTHORITY's right-of-way department. Identify preliminary

ROW impacts including easement requirements and utility facility replacement easements, prepare plans and letter report.

#### **2.10 Utilities**

CONSULTANT shall identify all public utility conflicts with the proposed roadway and proposed structures. CONSULTANT shall be responsible to provide subsurface utility location services to determine horizontal and vertical underground utility positions of all potential conflicts. CONSULTANT shall have the ability to obtain necessary pothole information including exploration for such information. Additional utility relocation for PS&E packages may be requested to advance or expedite project staging.

#### **2.11 Landscape**

The landscape design will be performed by the CONSULTANT. A separate PS&E for the landscape will be required.

#### **2.12 Acoustical Analysis and Noise Mitigation**

A sound study has already been performed for the PROJECT. CONSULTANT shall review the environmental documents and prepare acoustical analysis as necessary to determine location, type and height of proposed soundwalls to be designed.

#### **2.13 Project Cost**

CONSULTANT shall prepare cost estimate necessary throughout preliminary engineering and through the final PS&E. If any cost estimates exceed the Project Report Cost Estimate, the CONSULTANT shall recommend alternatives for reducing the project costs.

#### **2.14 Value Engineering**

CONSULTANT shall support Value Engineering Studies in conjunction with Caltrans or other AUTHORITY personnel.

#### **2.15 Public Outreach Program**

CONSULTANT may be tasked to assist AUTHORITY in the community outreach effort during the project development stage. The CONSULTANT shall have the ability to assist AUTHORITY and Caltrans with educating residents, businesses, merchants, and the motoring public, as well as elected and City officials affected by the PROJECT.

## **2.16 Construction Support Phase**

During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise RE in order to minimize construction conflicts and to expedite project completion.

## **2.17 As-Builts**

CONSULTANT will be responsible for supporting the incorporation of as-built information into the PS&E documents in accordance with Caltrans as-built procedures. CONSULTANT will also be responsible for supporting the preparation of as-builts post construction.

## **2.18 Project Closeout**

CONSULTANT shall have the understanding and ability to provide necessary design closeout information for a project.

## **2.19 Work to be performed by Caltrans/AUTHORITY:**

- Perform Rights-of-Way certification and acquisition.
- Process and Execute all Utility Agreements.
- Provide all Survey Controls.
- Advertising and Award Process for Construction.
- Construction Administration.
- Prepare "As-Builts" markups in the field.
- Technical reviews of work and deliverables (technical and office engineers).
- Analysis and recommendations for rehabilitation work on existing ramps to be widened.
- All independent quality assurance testing during construction.

## **SECTION 3**

### **STATEMENT OF WORK FOR DESIGN-BUILD PROJECT DELIVERY**

#### **3.0 General**

The information provided in Section 3 is provided as a general outline to assist the CONSULTANT in determining the scope of work likely to be required if the design-build methodology is selected by AUTHORITY for project delivery. Further revisions, clarifications and detail will be provided in the individual issued CTOs. The following list of tasks will be the basis for project delivery:

- Provide key project staff with the ability to support AUTHORITY in highway design-build project procurement.
- Ensure compliance with all Federal, State, and local laws, regulations, rules, and mandates including, but not limited to, compliance with environmental documents.

CONSULTANT shall assist AUTHORITY in the design-build procurement. The project tasks and activities include, but are not limited to:

- Preparation of Request for Proposals and assisting with the procurement of the design-build contract.
- Utility Coordination.

#### **3.1 Review of Project Data and Information**

CONSULTANT shall obtain, review, and make use of all available project data and information including, but not limited to, Project Report, supplemental project reports, plans, cost estimates, environmental document and technical studies, advance planning studies, cooperative agreements and other information provided by AUTHORITY and Caltrans. The CONSULTANT shall also obtain, review, and comply with all existing laws, policies, procedures, standards, and requirements of AUTHORITY, Caltrans, and local and regulatory agencies that are applicable and govern the procurement, design, and construction of the SR-22 Phase II design-build project.

#### **3.2 Project Management Plan**

CONSULTANT shall support the preparation of a Project Management Plan (PMP). The PMP's central purpose is to provide definition and consistency essential to the management process. The PMP should reflect an in-depth analysis of the project requirements, consider the methods and procedures to be used, and define the relationships and interfaces among the various management, administrative, design, construction, quality assurance, safety, legal, and public relations functions.

CONSULTANT shall support the overall project strategy, responsibilities, and authority assigned to the various management personnel, and develop a common and consistent set of project procedures.

The PMP will include procedures for establishing and maintaining lines of authority, coordination and communication, schedule and cost control, reporting, document control and record keeping, tracking milestone deliverables, safety, public communications, and quality assurance. The PMP shall adhere to the requirements by the various project-funding sources, including AUTHORITY, Caltrans, and local agencies.

### **3.3 Request for Proposal and Design-Build Procurement**

CONSULTANT shall support the preparation of the design-build RFP and will work with the AUTHORITY project team, consisting of AUTHORITY, Caltrans and other consultants including legal staff to prepare the bidding, contractual, and technical documents for the RFP. Each CONSULTANT shall assist AUTHORITY in the following

- A.) Establishing the procurement process
- B.) Coordinating industry review of the contract documents requirements
- C.) conducting pre-qualification process and pre-proposal meeting
- D.) Preparing addenda
- E.) Evaluating submitted proposals and supporting award of design-build contract.

### **3.4 Utility Coordination**

CONSULTANT shall be responsible for coordinating the identification, relocation, protection, and abandonment of all utilities required for the project. In order to accommodate and facilitate the design-build process, each segment consultant shall perform utility coordination and relocation work as needed prior to the award of the design-build contract. Utility coordination activities include, but are not limited, to the following:

- Obtaining all existing utility information, including identification of high-risk utilities (high-pressure gas, high voltage, etc.).
- Preparing preliminary conflict maps containing all existing utility information to be used for final design.
- Coordinate with utility companies and other entities to determine the relocation, protection, and abandonment requirements of utilities required to accommodate SR-22 and establish any right of way acquisition or easement requirements for utility relocations.
- Coordinating with utility companies and performing the field verification and surveying of existing utilities.
- Assisting AUTHORITY with the preparation and execution of agreements with utility companies.

- Coordinate the relocation of any utilities that can be relocated prior to the award of the design-build contract
- Prepare all necessary documentation and reconciliation utility costs.
- Identify potential advanced utility relocations for expediting construction staging.

### **3.5 DELIVERABLES**

Deliverables and the schedule for the deliverables will be identified in the individual CTO's.



## SCHEDULE I--- HOURLY RATE SCHEDULE- TRC Solutions

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

### **Key Personnel:**

<b>Name</b>	<b>Job Function</b>	<b>Fully Burdened Hourly Rate</b>
<b>Leonard Sequeira</b>	<b>Project Manager</b>	<b>\$235.92</b>
<b>Karen Chapman</b>	<b>QA/QC Lead</b>	<b>\$162.89</b>
<b>Ross Lew</b>	<b>Roadway Lead</b>	<b>\$183.62</b>
<b>Hugo Guerrero</b>	<b>Utilities Lead</b>	<b>\$139.08</b>
<b>David Lennon</b>	<b>Hazardous Waste/ADL Lead</b>	<b>\$143.18</b>
<b>Ed Ferrer</b>	<b>Navy Coordination Lead</b>	<b>\$172.16</b>
<b>Robert Prohaska</b>	<b>Environmental Lead</b>	<b>\$149.89</b>

### **Other Labor Charges:**

<b>Job Function:</b>	<b>Fully Burdened Hourly Rate</b>
<b>Juliet Su, Sr. Project Engineer</b>	<b>\$148.85</b>
<b>Eric Johnson, Project Engineer</b>	<b>\$123.57</b>
<b>Kelsie Anderson, Engineer</b>	<b>\$89.87</b>
<b>Eli Aramounni, Project Manager</b>	<b>\$181.09</b>
<b>Mark Imbriani, Project Manager</b>	<b>\$185.87</b>
<b>Todd Lambert, Sr. Project Engineer</b>	<b>\$147.78</b>
<b>David Lew, Sr. Project Engineer</b>	<b>\$132.00</b>
<b>Ali Bastani, Sr. Project Engineer</b>	<b>\$147.84</b>
<b>Carie Moore, Project Engineer</b>	<b>\$72.32</b>
<b>Teresa Bolt, Project manager</b>	<b>\$134.81</b>
<b>Mark Burton, Sr. Project Engineer</b>	<b>\$129.30</b>
<b>Jim Ferrara, Project Manager</b>	<b>\$99.03</b>
<b>Chris Drover, Geologist</b>	<b>\$168.51</b>
<b>David Smith, Sr. Project Engineer</b>	<b>\$84.11</b>

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**Exhibit B**

<i>Job Function:</i>	<i>Fully Burdened Hourly Rate</i>
<i>Kevin Michalski, Sr. Project Engineer</i>	<i>\$143.23</i>
<i>Charles Diep, Project Manager</i>	<i>\$175.53</i>
<i>Karen Wilson, Lead Planner</i>	<i>\$85.88</i>
<i>Daniela Pappada, Engineer</i>	<i>\$86.25</i>
<i>Steve Huvane, Project Manager</i>	<i>\$134.50</i>
<i>CADD/Technician</i>	<i>\$73.02</i>
<i>Project Administrator/Project Controls</i>	<i>\$58.98</i>

*Note: All rates were calculated using the named personnel' actual salary. Fully Burdened Rates includes the overhead rate of 155.32% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.*

## **SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE**

<b>Other Direct Costs (ODC)</b>			
<b>Type of ODC</b>		<b>Unit Rate</b>	<b>Budget Amount</b>
<b>1.</b>	<b>All Indirect Costs will be billed at cost</b>		
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			

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

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

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

## SCHEDULE I--- HOURLY RATE SCHEDULE- DMJM Harris

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

### **Key Personnel:**

<b>Name</b>	<b>Classification</b>	<b>Job Function</b>	<b>Fully Burdened Hourly Rate</b>
<i>Doyle Wiste</i>	<i>Sr. Vice President</i>	<i>Design Build Eval.</i>	<i>\$324.84</i>
<i>Gary Sjelin</i>	<i>Engineer</i>	<i>Drainage-Task Lead</i>	<i>\$145.91</i>
<i>Eric Crowe</i>	<i>Engineer</i>	<i>Design-Build</i>	<i>\$136.50</i>
<i>Kendall Zirkel</i>	<i>Engineer</i>	<i>Roadway</i>	<i>\$134.00</i>
<i>James Enriquez</i>	<i>Engineer</i>	<i>Drainage</i>	<i>\$142.10</i>

### **Other Labor Charges:**

<b>Job Function:</b>	<b>Fully Burdened Hourly Rate</b>
<i>Victor Martinez, Vice President</i>	<i>\$237.77</i>
<i>Glenn Sadulsky, Vice President</i>	<i>\$221.07</i>
<i>CADD Drafter III</i>	<i>\$81.89</i>
<i>CADD Drafter IV</i>	<i>\$98.59</i>
<i>Engineer I</i>	<i>\$73.61</i>
<i>Engineer II</i>	<i>\$92.02</i>
<i>Engineer III</i>	<i>\$108.13</i>
<i>Engineer IV</i>	<i>\$125.72</i>
<i>Project Engineer II</i>	<i>\$141.91</i>
<i>Project Manager II</i>	<i>\$164.08</i>
<i>Project Manager III</i>	<i>\$177.30</i>
<i>QA/QC Manager</i>	<i>\$164.73</i>
<i>Administrative Assistant</i>	<i>\$65.73</i>

**Note:** All rates were calculated using the named personnel' actual salary as of 12/7/06. Fully Burdened Rates includes the overhead rate of 139% and a profit rate of 10%. Annual escalation rate of 4% effective 5/01/07.

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE**  
**DMJM Harris, INC.**

Other Direct Costs (ODC)		
Type of ODC		Budget Amount
1.	All Direct Costs will be billed at actual cost	
2.	Mileage	Billed at current IRS allowable Rate
3.		
4.		

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

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

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

## SCHEDULE I--- HOURLY RATE SCHEDULE- PBS&J

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

### Key Personnel:

Name	Job Function	Fully Burdened Hourly Rate
<b>Wei Koo</b>	<b>Structures Lead</b>	<b>\$180.69</b>
		<b>\$149.68</b>

### Other Labor Charges:

Job Function:	Fully Burdened Hourly Rate
<b>Kayvan Pirbazari, Sr. Project Manager</b>	<b>\$233.86</b>
<b>Adam Wang, Sr. Project Manager</b>	<b>\$180.69</b>
<b>Jay Holombo, Project Engineer IV</b>	<b>\$180.41</b>
<b>Vinh Trinh, Project Engineer</b>	<b>\$161.37</b>
<b>Jesse Hwang, Project Engineer</b>	<b>\$154.20</b>
<b>Adnan Hindiyeh, Sr. Engineer IV</b>	<b>\$180.69</b>
<b>Cenk Yavas, Sr. Engineer III</b>	<b>\$180.41</b>
<b>Alaedin Moubayed, Sr. Engineer III</b>	<b>\$157.70</b>
<b>Kuan Go, Sr. Project Engineer</b>	<b>\$162.15</b>
<b>Hank Nguyen, Sr. Engineer II</b>	<b>\$149.68</b>
<b>Gary Buelow, Manager Design/CADD</b>	<b>\$118.95</b>
<b>Assistant Engineers</b>	<b>\$99.88</b>
<b>CADD Technicians</b>	<b>\$97.52</b>
<b>Administrative Assistant</b>	<b>\$69.50</b>

Note: All rates were calculated using the named personnel' actual salary. Fully Burdened Rates includes the overhead rate of 152.71% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
PBS&J**

Other Direct Costs (ODC)		
Type of ODC	Unit Rate	Budget Amount
1. All Indirect Costs will be billed at cost		
2. Mileage will be billed at current IRS Rates		
3.		
4.		

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

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

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

## SCHEDULE I--- HOURLY RATE SCHEDULE- EARTH MECHANICS

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

### **Key Personnel:**

<b>Name</b>	<b>Job Function</b>	<b>Fully Burdened Hourly Rate</b>
<b>Lino Cheang, Principal</b>	<b>Geotechnical Lead</b>	<b>\$183.65</b>

### **Other Labor Charges:**

<b>Job Function:</b>	<b>Fully Burdened Hourly Rate</b>
<b>K. Arulmoli, Principal</b>	<b>\$183.65</b>
<b>A. Korkos, Principal Engineer</b>	<b>\$144.00</b>
<b>M. Kapuskar, Sr. Engineer</b>	<b>\$120.97</b>
<b>E. Brown, Sr. Engineer</b>	<b>\$118.93</b>
<b>B. Schell, Sr. Geologist</b>	<b>\$115.14</b>
<b>S. Varatharaj, Project EngineerI</b>	<b>\$88.18</b>
<b>C T Yang, Project EngineerI</b>	<b>\$85.26</b>
<b>R. Jie, Sr. Technician</b>	<b>\$106.40</b>
<b>M. Than, Technician Support</b>	<b>\$64.13</b>
<b>J. Castle, Staff Geologist</b>	<b>\$74.33</b>
<b>G. Gunaranjan, Staff Engineer</b>	<b>\$70.69</b>
<b>A. Sand, Staff Engineer</b>	<b>\$69.96</b>
<b>I. Lam, Office Administration</b>	<b>\$75.06</b>
<b>J. Lander, Clerical</b>	<b>\$55.39</b>

**Note:** All rates were calculated using the named personnel' actual salary as of 1/31/06. Fully Burdened Rates includes the overhead rate of 165% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
EARTH MECHANICS**

Other Direct Costs (ODC)			
Type of ODC		Unit Rate	Budget Amount
1.	All Indirect Costs will be billed at cost		
2.	Mileage will be billed at current IRS Rates		
3.			
4.			

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

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

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

**SCHEDULE I--- HOURLY RATE SCHEDULE-  
WIELAND ASSOCIATES**

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

**Key Personnel:**

Name	Job Function	Fully Burdened Hourly Rate
David Wieland, Principal	Noise Lead	\$129.60

**Other Labor Charges:**

Job Function:	Fully Burdened Hourly Rate
Jonathan Higginson, Sr. Consultant	\$73.30
Thomas Corbishley, Assoc. Consultant	\$50.74
David Limberg, Technician	\$37.53
Danice Limberg, Administrative Asst.	\$46.91

**Note:** All rates were calculated using the named personnel' actual salary, owner's draw % retained earnings as of 12/31/06. Fully Burdened Rates includes the overhead rate of 113.24% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
WIELAND ASSOCIATES**

Other Direct Costs (ODC)		
Type of ODC		Budget Amount
1.	All Indirect Costs will be billed at cost	
2.	Mileage will be billed at current IRS Rates	
3.		
4.		

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

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

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

## SCHEDULE I--- HOURLY RATE SCHEDULE- ASSOCIATED ENGINEERS

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

**Key Personnel:**

Name	Job Function	Fully Burdened Hourly Rate
<b>Jim Elliott, Chief Mapper</b>	<b>Survey-Right-of-Way</b>	<b>\$162.42</b>

**Other Labor Charges:**

Job Function:	Fully Burdened Hourly Rate
<b>Jim Imbiorski, Project Manager</b>	<b>\$209.56</b>
<b>Senior Civil Engineer</b>	<b>\$150.92</b>
<b>Associate Civil Engineer</b>	<b>\$105.41</b>
<b>Assistant Engineer</b>	<b>\$88.76</b>
<b>Junior Engineer</b>	<b>\$67.49</b>
<b>Engineering- Intern</b>	<b>\$44.38</b>
<b>Sr. Utility Coordinator</b>	<b>\$88.76</b>
<b>Survey Technician</b>	<b>\$85.47</b>
<b>CADD Technician</b>	<b>\$70.68</b>
<b>Randy Mayer, Survey Manager</b>	<b>\$137.77</b>
<b>Licensed Land Surveyor</b>	<b>\$112.27</b>
<b>Marc Wilson</b>	<b>\$115.92</b>
<b>Party Chief</b>	<b>\$86.22</b>
<b>Chainman</b>	<b>\$106.48</b>
<b>Tom Manley, Contract Administrator</b>	<b>\$142.70</b>
<b>Clerical</b>	<b>\$59.66</b>

*Note: All rates were calculated using the named personnel' actual salary. Fully Burdened Rates includes the overhead rate of 124.13% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.*

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
ASSOCIATED ENGINEERS**

Other Direct Costs (ODC)			
Type of ODC		Unit Rate	Budget Amount
1.	All Indirect Costs will be billed at cost		
2.	Mileage will be billed at current IRS Rates		
3.			
4.			

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

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

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

**SCHEDULE I--- HOURLY RATE SCHEDULE-  
CONSENSUS PLANNING GROUP**

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

**Key Personnel:**

Name	Job Function	Fully Burdened Hourly Rate
<b>Jennifer Labrado</b>	<b>Public Outreach</b>	<b>\$98.89</b>
<b>Michael Huynh</b>	<b>Assistant Project Mgr.</b>	<b>\$79.98</b>
<b>Lilian De Loza,</b>	<b>Principal in Charge</b>	<b>\$167.25</b>

**Other Labor Charges:**

Job Function:	Fully Burdened Hourly Rate
<b>Michael Huynh</b>	<b>\$79.98</b>
<b>Senior Associate</b>	<b>\$79.88</b>
<b>Associate/Project Specialist</b>	<b>\$50.91</b>

**Note:** All rates were calculated using the named personnel' actual salary. Fully Burdened Rates includes the overhead rate of 175% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
CONSENSUS PLANNING GROUP**

Other Direct Costs (ODC)			
Type of ODC		Unit Rate	Budget Amount
1.	All Indirect Costs will be billed at cost		
2.	Mileage will be billed at current IRS Rates		
3.	Printing In-House	.03 ea for black & white and .50/ea for color	
4.			

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

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

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

# **SCHEDULE I--- HOURLY RATE SCHEDULE- LDP DESIGN**

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

## **Key Personnel:**

<b>Name</b>	<b>Job Function</b>	<b>Fully Burdened Hourly Rate</b>
<b>Brent Praegitzer</b>	<b>Landscape Design</b>	<b>\$144.76</b>

## **Other Labor Charges:**

<b>Job Function:</b>	<b>Fully Burdened Hourly Rate</b>
<b>Landscape Architect 2</b>	<b>\$85.31</b>
<b>Landscape Architect 1</b>	<b>\$67.21</b>
<b>CAD Tech 2</b>	<b>\$64.63</b>
<b>CAD Tech 1</b>	<b>\$59.46</b>
<b>Admin/Clerical</b>	<b>\$59.46</b>

**Note: All rates were calculated using the named personnel' actual salary as of 1/1/07. Fully Burdened Rates includes the overhead rate of 135% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.**

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
LDP DESIGN**

Other Direct Costs (ODC)		
Type of ODC		Budget Amount
1.	All Indirect Costs will be billed at cost	
2.	Mileage will be billed at current IRS Rates	
3.		
4.		

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

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

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

**SCHEDULE I--- HOURLY RATE SCHEDULE-  
LIN CONSULTING**

All rates are "fully loaded", i.e., includes all overhead costs, general, administrative and profit.

**Key Personnel:**

<b>Name</b>	<b>Job Function</b>	<b>Fully Burdened Hourly Rate</b>
<b>William Sun</b>	<b>Principal</b>	<b>\$146.92</b>
<b>Denwun Lin</b>	<b>Principal</b>	<b>\$159.16</b>

**Other Labor Charges:**

<b>Job Function:</b>	<b>Fully Burdened Hourly Rate</b>
<b>Senior Engineer</b>	<b>\$131.18</b>
<b>Project Engineer</b>	<b>\$81.62</b>
<b>Assistant Engineer</b>	<b>\$72.88</b>
<b>Admin/Clerical</b>	<b>\$58.30</b>

**Note:** All rates were calculated using the named personnel' actual salary as of 12/7/06. Fully Burdened Rates includes the overhead rate of 165% and a profit rate of 10%. Annual escalation rate of 4% commences 5/1/07.

**SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE  
LIN CONSULTING**

Other Direct Costs (ODC)			
Type of ODC		Unit Rate	Budget Amount
1.	All Indirect Costs will be billed at cost		
2.	Mileage will be billed at current IRS Rates		
3.			
4.			

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

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

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



Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project

**BIDDERS LIST**  
[FORM D-5]

Proposer: TRC RFP No.: 6-0636

The Department of Transportation requires the AUTHORITY to develop and maintain a "Bidders List". The list must include all firms that proposed on prime contracts or subcontracts for DOT-assisted projects, including both DBEs and non-DBEs. The Bidders List is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts whether the firm was successful or unsuccessful in their attempts to obtain contracts. This information is also required from the proposed Bidder. Bidders are encouraged to submit this information at the time of bid submission. However, if not elected to so at the time of bid submission, bidders must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will use this information to develop and maintain the Bidders List to assist in the AUTHORITY'S Overall Annual DBE goal-setting process.

**Prime Offeror's Information**

<b>Prime Offeror's Name:</b> TRC	<b>Phone:</b> ( ) (949) 727-9336
<b>Address:</b> 21 Technology Drive Irvine, CA 92618	<b>Fax:</b> ( ) (949) 727-7399
<b>Number of years in business:</b> 36	<b>Type of work/services/materials provided:</b> Project Management
<b>Contact Person:</b> Leonard Sequeira	<b>Title:</b> Executive Vice President
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for your firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input checked="" type="checkbox"/> More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

<b>Name of Subcontractor's Firm:</b> DMJM Harris, Inc.	<b>Phone:</b> ( ) (714) 567-2617
<b>Address:</b> 999 Town & Country Road Orange, CA 92868	<b>Fax:</b> ( ) (714) 567-2777
<b>Number of years in business:</b> 69	<b>Type of work/services/materials provided:</b> Design-Build, Constructability
<b>Contact Person:</b> Victor J. Martinez, P.E. - Vice President	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input checked="" type="checkbox"/> More than \$15 million

**Project Name: RFP 6- 0636**  
**Design Services for SR-22 Phase II Project**

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> PBS&J	<b>Phone:</b> ( ) (714) 750-7275
<b>Address:</b> 625 The City Drive South, Suite 200 Orange, CA 92868	<b>Fax:</b> ( ) (714) 750-2501
<b>Number of years in business:</b> 46	<b>Type of work/services/materials provided:</b> Structures Services
<b>Contact Person:</b> Wei Koo - Senior Vice President	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input checked="" type="checkbox"/> More than \$15 million

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> Earth Mechanics, Inc. (EMI)	<b>Phone:</b> ( ) (714) 751-3826
<b>Address:</b> 17660 Newhope Street, Suite E Fountain Valley, CA 92708	<b>Fax:</b> ( ) (714) 751-3928
<b>Number of years in business:</b> 17	<b>Type of work/services/materials provided:</b> Geotechnical Engineering Services
<b>Contact Person:</b> Kandiah Arumoli - Principal	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input checked="" type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

**Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project**

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> Wieland Associates, Inc.	<b>Phone:</b> ( ) (949) 474-1222
<b>Address:</b> 2691 Richter Avenue, Suite 107 Irvine, CA 92606	<b>Fax:</b> ( ) (949) 474-9122
<b>Number of years in business:</b> 8	<b>Type of work/services/materials provided:</b> Acoustical Consulting
<b>Contact Person:</b> Roberta R. Wieland - President	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>

- ☒ Less than \$1 million
- ☐ Less than \$5 million
- ☐ Less than \$10 million
- ☐ Less than \$15 million
- ☐ More than \$15 million

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> Associated Engineers, Inc.	<b>Phone:</b> ( ) (909) 980-1982
<b>Address:</b> 3311 E. Shelby Street Ontario, CA 91764	<b>Fax:</b> ( ) (909) 941-0891
<b>Number of years in business:</b> 56	<b>Type of work/services/materials provided:</b> Surveys/ Mapping/ R/W
<b>Contact Person:</b> Jim Imborski - Executive Vice President	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>

- ☐ Less than \$1 million
- ☐ Less than \$5 million
- ☒ Less than \$10 million
- ☐ Less than \$15 million
- ☐ More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

**Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project**

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> Consensus Planning Group	<b>Phone:</b> ( ) (949) 252-1755
<b>Address:</b> 2172 Dupont Drive, Suite 21 Irvine, CA 92612	<b>Fax:</b> ( ) (949) 252-1755
<b>Number of years in business:</b> 20	<b>Type of work/services/materials provided:</b> Public Outreach
<b>Contact Person:</b> Jennifer Labrado - Project Manager	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input checked="" type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> LDP Design Group	<b>Phone:</b> ( ) (949) 752-2050
<b>Address:</b> 20101 SW Birch Street, Suite 130-G Newport Beach, CA 92660	<b>Fax:</b> ( ) (949) 752-2052
<b>Number of years in business:</b> 13	<b>Type of work/services/materials provided:</b> Landscape Architecture
<b>Contact Person:</b> Brent Praegitzer - Owner	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input checked="" type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

**Project Name: RFP 6- 0636  
Design Services for SR-22 Phase II Project**

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b> LIN Consulting, Inc.	<b>Phone:</b> ( ) (909) 396-6850
<b>Address:</b> 21660 E. Copley Drive, Suite 270 Diamond Bar, CA 91765	<b>Fax:</b> ( ) (909) 396-8150
<b>Number of years in business:</b> 9	<b>Type of work/services/materials provided:</b> Traffic Engineering Services
<b>Contact Person:</b> Denwun Lin - President	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input checked="" type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

<b>List Offeror's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.</b>	
<b>Name of Subcontractor's Firm:</b>	<b>Phone:</b> ( )
<b>Address:</b>	<b>Fax:</b> ( )
<b>Number of years in business:</b>	<b>Type of work/services/materials provided:</b>
<b>Contact Person:</b>	
<b>Is the firm currently certified as a DBE under 49 CFR Part 26?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Check the box below for the firm's annual gross receipts last year.</b>
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.





# CONTRACT TASK ORDER

Firm Fixed Price

Except as otherwise expressly provided herein, the Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Agreement referenced below in Item 2. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

1. **Consultant:** Parsons Trans. Group **Department No.:** 0010  
2. **Agreement No.:** C-6-0636 **Account No.:** 7519  
3. **CTO No.:** 1 **Project No.:** F7200-N1C  
4. **CTO Issue Date:** 5/14/07

5. **Scope of Work Description:**

Initiate data collection and fact findings to define the SR-22 Phase II project design.

6. **Period of Performance:** **Start Date:** 6/1/07  
**Completion Date:** 6/30/07

7. Deliverables:	Description	Required Date	No. of Copies
a.	<u>Initial Cost Estimate</u>	<u>6/18/07</u>	<u>                    </u>
b.	<u>Plans and Detail for DBB/DB construction</u>	<u>6/18/07</u>	<u>                    </u>

8. **Firm Fixed Pricing:**

Task #: See Attachment A \$                       
Task #:                      \$                       
Task #:                      \$                     

**Total Firm Fixed Price CTO Value:** \$ 285,000.00

9. **List of Subcontractors:**

	DBE	Function	Dollar
<u>See Attachment B</u>	<u>                    </u>	<u>                    </u>	\$ <u>                    </u>
<u>                                    </u>	<u>                    </u>	<u>                    </u>	\$ <u>                    </u>
<u>                                    </u>	<u>                    </u>	<u>                    </u>	\$ <u>                    </u>

Consultant hereby acknowledges receipt and acceptance of this Contract Task Order

                                      
Consultant Name

                      
Date

                                      
Consultant Title

Orange County Transportation Authority  
Approved for Technical Sufficiency

                                      
Manager / Director

                      
Date

                                      
Manager, CAMM

                      
Date

**SCOPE OF SERVICES FOR CTO 1  
GARDEN GROVE FREEWAY (SR-22) PHASE II PROJECT**

**General Description of Required Services** – Parsons Transportation Group Inc (hereinafter referred to as Consultant) will provide design services on Contract Task Order 1 (CTO 1) for the State Route-22 (SR-22) Phase II Project. The Scope of Services for CTO 1 consists in general of developing and finalizing the project scope to clearly define the design and construction segment. Responsibilities include the following:

- Develop a detailed scope of all design and elements of the project including but not limited to bridge structures, widening, soundwalls and retaining walls, ramp modifications, drainage, and utility relocations.
- Develop a detailed scope for the preparation of the environmental assessment and approvals.
- Develop an initial construction cost estimate of detailed scope.
- Initiate and finalize lump sum design budget for Task Order 2.
- Identify plans and details required for DB and/or DBB procurement contracts.

**MILESTONE 1 -PROJECT MANAGEMENT**

**1.01 Encroachment Permits**

Consultant will apply for the encroachment permit from Caltrans, County, and City to enter the right-of-way to perform surveys, and geotechnical investigations related to this Scope of Services, and to conduct site visits. Consultant will coordinate with Caltrans, City, and County towards the approval of the encroachment permits.

**1.02 Subconsultant Coordination and Administration & Contract/Agreements**

Consultant will coordinate the activities of the subconsultant team. Consultant will prepare and execute all subconsultant agreements required for the completion of this scope of services. All correspondence with the subconsultant team will be filed.

**1.03 Prepare for and Attend OCTA Meetings / Minutes**

Consultant's Project Manager will hold meetings on a regular basis with the OCTA Project Manager and other interested parties. Minutes of the meetings will be prepared by Consultant and will be distributed to attendees and to OCTA. Consultant will make available, for review, the minutes of each meeting, at each succeeding meeting.

**1.04 Prepare Master Design Schedule**

Consultant will prepare a critical path method schedule for submittal to OCTA. The schedule will include all milestones, tasks and subtasks, review periods, and coordination activities associated with the preparation of the Preliminary Engineering, PS&E and Design-Build Administration.

**MILESTONE 2 – ADVANCED CRITICAL PATH DESIGN ITEMS**

It is recognized that some work items must be performed prior to start of CTO 2 to allow for the timely completion of the preliminary design. Consultant will coordinate with OCTA and others to facilitate the completion of the work. The most important work elements that should be advanced include:

### **2.01 Topographic Mapping/DTM**

Consultant will provide survey requirements and will coordinate with others to obtain the topographic mapping required to complete the design. It is assumed that the services provided by others will be included under a separate consultant agreement between OCTA and others.

## **MILESTONE 3 – CTO 2 SCOPE AND FEE AND CONSTRUCTION COST ESTIMATE**

### **3.01 CTO 2 Roadway Scope**

Consultant will prepare a detailed scope of roadway design and elements of the project including the scope for roadway geometrics; stage construction drawings; traffic management; right-of-way and utilities; preliminary reports; project permits; and scope to perform all necessary preliminary engineering functions.

### **3.02 CTO 2 Structures Scope**

Consultant will prepare a detailed scope of structures design and elements of the project including the scope for the design of bridge widening; new bridge structures; soundwalls and retaining walls and miscellaneous drainage structures.

### **3.03 CTO 2 Environmental Scope**

Consultant will prepare a detailed scope of activities required to identify and support any supplemental environmental document approvals and to address public outreach concerns. Meetings will be held with Caltrans and other stakeholders to identify the requirements for the approval of the addendum to the Environmental Document.

### **3.04 CTO 2 Lump Sum Design Budget**

Consultant will prepare an estimate of cost to complete the engineering services required under CTO 2. The estimate will include the cost to develop roadway geometrics, complete the preliminary design, and prepare stage construction drawings, structures design, activities associated with the environmental document, identification of right-of-way and utility impacts, preparation of preliminary reports and all other preliminary engineering functions. Consultant will coordinate with OCTA to obtain approval of a mutually agreed lump sum design budget.

### **3.11 Construction Cost Estimate of Detailed Scope**

Consultant will clearly define the scope of the project and will prepare a construction cost estimate to be used as the baseline throughout the development of the project design.

### **3.12 Identify Plans and Details for D-B and/or DBB Procurement Contracts**

Consultant will identify all plans and details necessary for the completion of the D-B and/or DBB procurement contracts. Consultant will work with the OCTA project team, consisting of OCTA, Caltrans and others to identify the latest plans and details to be included in the procurement documents and technical provisions of the contract.

**CTO NO. 1  
ATTACHMENT B**

Subcontractors:	Function	Amount
Cordoba Corporation	Planning and Utilities	\$15,996.11
FPL and Associates	Traffic and Electrical	\$10,046.51
Group Delta consultants	Geotechnical Investigations	\$12,764.29
Psomas	Surveys	\$13,799.07
RBF Consulting	Roadway, Drainage, Landscape ITS, Structures	\$33,497.60



## CONTRACT TASK ORDER

### Firm Fixed Price

Except as otherwise expressly provided herein, the Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Agreement referenced below in Item 2. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below.

1. Consultant:	<u>TRC Solutions, Inc.</u>	Department No.:	<u>0010</u>
2. Agreement No.:	<u>C-7-0220</u>	Account No.:	<u>7519</u>
3. CTO No.:	<u>1</u>	Project No.:	<u>F7200-N1C</u>
4. CTO Issue Date:	<u>5/14/07</u>		
5. Scope of Work Description:			

Initiate data collection and fact findings to define the SR-22 Phase II project design.

6. **Period of Performance:** Start Date: 6/1/07  
Completion Date: 6/30/07

7. Deliverables:			
	Description	Required Date	No. of Copies
a.	Initial Cost Estimate	6/18/07	
b.	Plans and Detail for DBB/DB construction	6/18/07	

**8. Firm Fixed Pricing:**

Task #:	<u>See Attachment A</u>	\$ <u>                    </u>
Task #:	<u>                                    </u>	\$ <u>                    </u>
Task #:	<u>                                    </u>	\$ <u>                    </u>

**Total Firm Fixed Price CTO Value: \$ 298,557.00**

9. List of Subcontractors:			
	DBE	Function	Dollar
DMJM Harris			\$ 22,428.00
PBS&J			\$ 69,037.00
EMI			\$ 12,567.00

Consultant hereby acknowledges receipt and acceptance of this Contract Task Order

Consultant Name

Date \_\_\_\_\_

Consultant Title

**Orange County Transportation Authority**  
Approved for Technical Sufficiency

Manager / Director

Date \_\_\_\_\_

Manager, CAMM

Date \_\_\_\_\_

## **SR-22 PHASE II PROJECT – WESTERLY SEGMENT**

### **CONTRACT TASK ORDER NO. 1**

#### **SCOPE OF WORK**

The Consultant will provide the services for Contract Task Order (CTO) No. 1 as identified by the Authority in the Request for Proposal (RFP). CTO No. 1 will initiate data collection and fact findings to define the project design. The CTO No. 1 scope of work has been divided into seven primary tasks:

- Project management
- Data collection
- CTO No. 2 scope of work and design budget
- Surveys
- Initial construction cost estimate
- Plans and details required for DBB and/or DB procurement
- Navy Coordination

#### **TASK 1 – PROJECT MANAGEMENT**

##### **1.01 Administration**

Consultant will supervise, coordinate and monitor work for conformance with Caltrans' standards and policies. Consultant will prepare and monitor the project schedule, which will be resource loaded based on the work items and deliverables for this task order. Monthly progress reports with an updated critical path method (CPM) schedule will be prepared and submitted with each invoice based on the earned value achieved during that period.

##### **1.02 Meetings**

Consultant will attend project development team meetings, workshops, design coordination meetings and other focused meetings with the Authority, Design Teams, Caltrans, Cities and Stakeholders. These meetings will focus on work progress, schedule and related issues in order to exchange information, discuss and resolve issues and maintain progress of the project.

##### **1.03 Cooperation and Coordination**

Consultant will cooperate, coordinate and participate in meetings with other organizations connected with the project.

#### **1.04 Quality Control Program**

Consultant will prepare a project specific Quality Control Plan for Task Order No. 1 that will be updated for subsequent task orders.

### **TASK 2 – DATA COLLECTION**

Encroachment permit applications will be prepared and submitted to Caltrans and the Cities for processing and approval. The project schedule assumes that the encroachment permit is issued by Caltrans within 48 hours of submittal of the application. After obtaining the encroachment permit, a field reconnaissance of the project will be scheduled. Existing site conditions will be reviewed and critical areas that may affect the development of the project's geometrics will be identified.

Exhibits of the project site with utility notices/questionnaires will be prepared for the Authority to send to utility companies to obtain as-built plans of existing utilities. It is anticipated that the utility companies require a long lead time and will not provide the as-builts till after the start of CTO No. 2.

### **TASK 3 – CTO NO. 2 SCOPE OF WORK AND DESIGN BUDGET**

CTO No. 2 scope and design budget will be developed based on the following subtasks:

#### **3.01 Roadway**

Consultant will develop a detailed scope of the preliminary roadway design and elements of the project including the geometrics, Geometric Approval Drawings, design exceptions, Fact Sheets, right of way, utilities, ITS, signals, striping, signage, stage construction, traffic counts, Traffic Management Plan, landscape, aesthetic, drainage, water quality analysis, Best Management Plan and aerially deposited lead investigation and report.

#### **3.02 Geotechnical**

Consultant will develop a detailed scope of the preliminary geotechnical design and elements of the project including field exploration, material testing, preliminary foundation reports (PFR), foundation reports (FR), materials report and roadway geotechnical design report (GDR). In addition, a field reconnaissance will be performed to understand the site conditions. As-built data for the structures that are located in the project vicinity will be reviewed to develop an understanding of subsurface conditions and foundations used for past existing structures. No subsurface exploration will be performed during this phase of the project.

#### **3.03 Structures**

Consultant will develop a detailed scope of the preliminary structure design and elements of the project for the following structures:

- 1) Seal Beach Blvd OC
- 2) N405-W22 Connector
- 3) E22-N405 Connector
- 4) E22-N605 Connector
- 5) I-405/I-605 HOV Connector
- 6) Reinforced Concrete Boxes
- 7) Nonstandard Retaining Walls
- 8) MSE Walls

The detailed scope will be based on preliminary structure foundations recommended in the geotechnical subtask, and preliminary structure type taking into consideration design and construction issues.

A review of the seismic hazard at the site and a preliminary seismic analysis will be performed to the extent that a structure configuration can be approximated.

#### **TASK 4 – SURVEYS**

##### **4.01 Aerial Topographic Mapping (provided by Authority)**

The topography provided by the Authority will be in accordance with Caltrans standards and compiled with a digital terrain model compatible with Microstation and InRoads. Aerial topography will be compiled at a scale of 1"=50' with 1 foot contour intervals.

##### **4.02 Existing Right of Way and Land Net Surveys (provided by Authority)**

Existing record data at the County of Orange, local cities, Caltrans District 12 and others as required shall be researched by the Authority and investigated to locate appropriate right of way information. This information will be used by the design team to determine the right of way impacts from the preliminary design in CTO No. 2.

##### **4.03 Alignments Established by Caltrans Survey (provided by Authority)**

Existing alignments of the freeways, connectors, and local streets within the project segment shall be obtained from Caltrans Survey Branch in Districts 7 & 12. If the alignments need to be created, they shall be created by the Authority in English units with review and approval from Caltrans Survey Branch

##### **4.04 Design Survey**

Consultant will develop a detailed scope of the design survey including ground surveys locate surface utilities and potholed utilities, and to supplement design and elements of the projects. In addition, Consultant will include detailed scope to review and coordinate survey deliverables by the Authority.

#### **TASK 5 – INITIAL CONSTRUCTION COST ESTIMATE**

The Project Report cost estimate will be evaluated using current and projected unit prices to obtain a preliminary updated cost estimate. Consultant will develop a detailed scope for detailed construction cost estimate as the project advances.

#### **TASK 6 – PLANS AND DETAILS REQUIRED FOR DBB AND/OR DB PROCUREMENT**

The delivery method for this project may be the traditional design-bid-build (DBB) and non-traditional design-build (DB), and will not be determined until the completion of CTO No. 2. To accommodate both types of procurement, a list of construction plans and details will be identified to be produced during CTO No. 2. These drawings will be advanced to draft and final design during CTO No. 3 if the DBB procurement is chosen, or used by the contractor to develop his bid if the DB procurement is chosen.

#### **TASK 7 – NAVY COORDINATION**

Consultant will lead the coordination efforts with the Navy under Contract Task Order No. 1 by facilitating the following:

- 1) Contact the Naval Weapons Station at Seal Beach in order to explain to the Base Commander, or his designee, the project and its impacts.
- 2) Coordinate and attend meeting
- 3) Gather and compile information about the Navy's procedures for acquisition of the required land for the project.
- 4) Prepare meeting minutes
- 5) Revise and distribute process flowchart, including required materials to be submitted and timeframes for approval

#### **SCHEDULE**

The CTO No. 1 deliverables will be submitted to the Authority 30 days after receiving the Notice to Proceed.





MEMO

May 8, 2007

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.





**May 10, 2007**

**To:** Transit Planning and Operations Committee

**From:** Arthur T. Leahy, Chief Executive Officer *ATL by [Signature]*

**Subject:** Cooperative Agreements with the Cities of Cypress and La Palma for the Go Local Program

### **Overview**

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Cypress and La Palma to establish roles and responsibilities and define proposed project concepts for step one of the Go Local program.

### **Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0773 between the Orange County Transportation Authority and the City of Cypress, in an amount not to exceed \$100,000, to conduct a Needs Analysis and Feeder Service Transit Connection Study of transit service connecting the Buena Park Metrolink station to the City of Cypress.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0800 between the Orange County Transportation Authority and the City of La Palma, in an amount not to exceed \$100,000, to conduct a Needs Analysis and Feeder Service Transit Connection Study of transit service connecting the Buena Park Metrolink station to the City of La Palma.

### **Background**

On February 27, 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the Go Local program, a four-step process for city-initiated rapid transit planning using both Measure M and Renewed Measure M funds. At the January 25, 2007, meeting of the Transit Planning and Operations Committee, there were many questions about the criteria for eligibility for Go Local funding. Steps one and two, funded by Measure M, encourage broad local creativity and planning to identify locally

acceptable options to implement the High Technology Advanced Rail Transit Project of Measure M. Step one Go Local projects must comply with that transit project description, which states:

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

In step one, local agencies formulate and study their own project concepts with minimal direction from OCTA. Collaboration is encouraged but not required. Cities submit a project concept and request up to \$100,000 in 1990 Measure M funds. After an 8 to 12 month study, a city submits its results and may compete for step two funding to further develop their concept and test its viability. Step two projects must also comply with 1990 Measure M and any other subsequently Board-adopted policy guidance. Steps three and four are funded by Renewed Measure M and emphasize implementing the most viable projects.

Since the Go Local program's inception, the cities have worked to develop concepts and investigate partnering with adjacent cities, and OCTA staff have worked closely with them. To date, the Board has approved Go Local concepts from 18 cities representing 70 percent of County residents, as illustrated in Attachment A. A summary of these project concepts are presented in Attachment B.

### ***Discussion***

The Board is requested to approve a cooperative agreement along with each project concept for the cities of Cypress and La Palma. The cities are proposing to collaborate with Buena Park. The Buena Park project concept, approved by the Board on February 26, 2007, anticipates this collaboration.

#### **Cypress**

The City of Cypress proposes to team with the cities of Buena Park and La Palma in a Buena Park-led needs assessment and feasibility study of transit feeder service to the Buena Park Metrolink station. Particular areas of interest to the City of Cypress include the travel corridors of Orangethorpe Avenue,

Valley View Street, and La Palma Avenue and priority destinations of Cypress College and the Los Alamitos Race Track. The study will draw on information and analysis from the 2003 West Orange County Project Definition Study funded in part by OCTA .

#### **La Palma**

The City of La Palma is participating in this same three-city collaborative study of ways to access Metrolink. Priority study areas for the City of La Palma include Valley View Street and the Knott Avenue corridors identified in the West Orange County Project Definition Study, residential living centers, the La Palma business complex located on the corner of La Palma Avenue and Knott Avenue, Buena Park's Entertainment Zone, Knott's Berry Farm, and the Buena Park Mall.

#### **Upcoming Project Concepts**

Staff will continue to work with the remaining 14 cities on developing their project concepts. Staff will bring each project concept and cooperative agreement to the Board for review and approval.

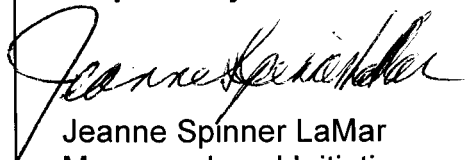
#### **Summary**

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute cooperative agreements, in an amount not to exceed \$100,000 each, with the cities of Cypress and La Palma.

***Attachments***

- A. Go Local Program Status
- B. City Project Concepts Summary Table – April 6, 2007
- C. Cooperative Agreement No. C-7-0773 between Orange County Transportation Authority and City of Cypress for City Initiated Transit Extensions to Metrolink
- D. Cooperative Agreement No. C-6-0800 between Orange County Transportation Authority and City of La Palma for City Initiated Transit Extensions to Metrolink

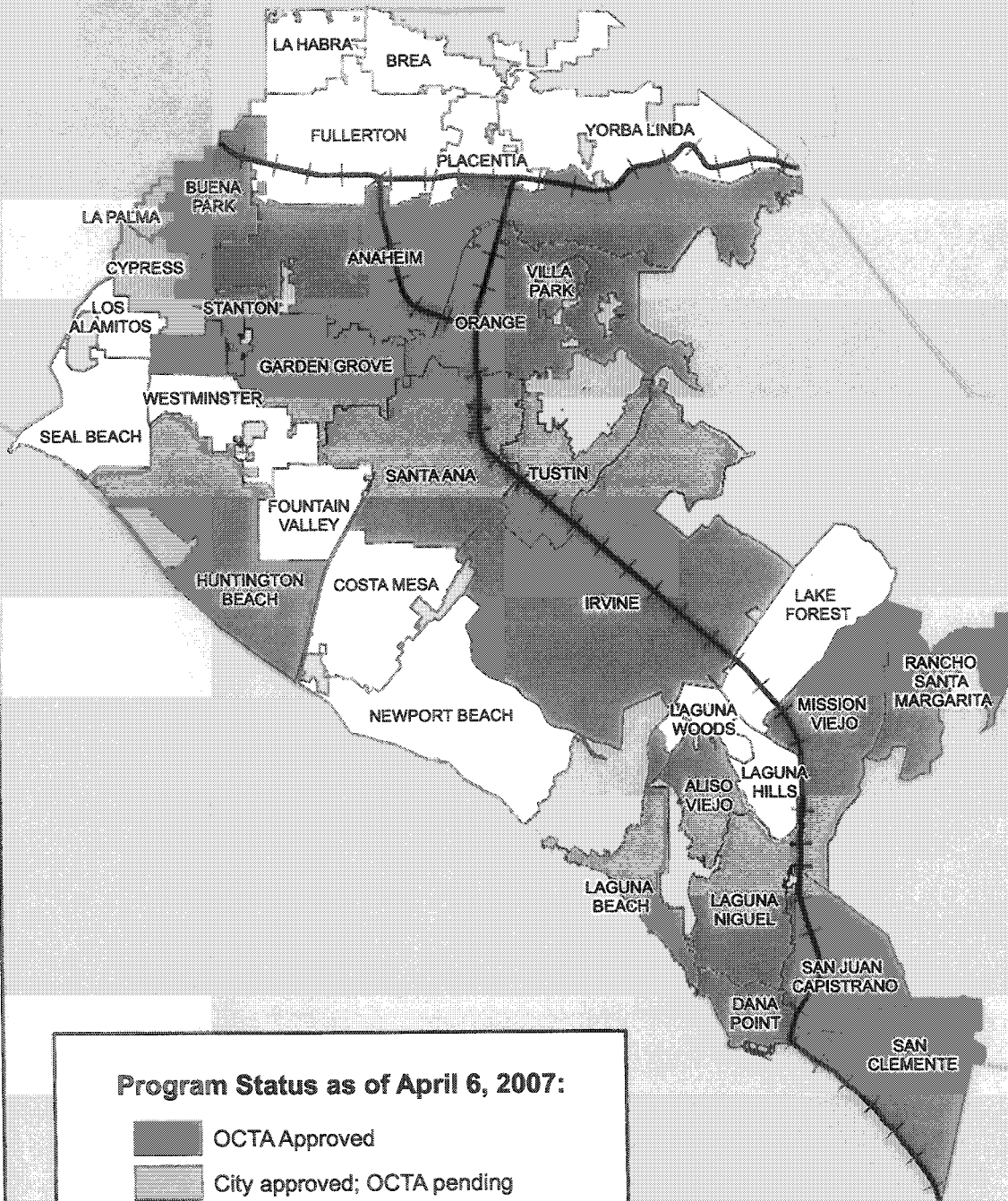
**Prepared by:**

  
Jeanne Spinner LaMar  
Manager, Local Initiatives  
(714) 560-5663

**Approved by:**

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

## Go Local Program Status





# City Project Concepts Summary Table

April 6, 2007

City	Go Local Funds	Submitted to TP&O* (T) or Board (B)	Concept
Cypress	\$100,000	4/26/07 (T)	With Buena Park as lead City in a tri-city partnership, conduct a needs assessment and feasibility study of a transit feeder service to the Buena Park Metrolink Station.
La Palma	\$100,000	4/26/07 (T)	With Buena Park as lead City in a tri-city partnership, conduct a needs assessment and feasibility study of a transit feeder service to the Buena Park Metrolink Station
Buena Park	\$100,000	2/26/2007 (B)	As lead City in a tri-city partnership, conduct a transit feeder feasibility, planning and needs assessment related to the implementation of local circulators to improve local mobility and regional connectivity from key districts throughout these partnering cities to the Buena Park Metrolink Station.
Dana Point	\$100,000	2/26/2007 (B)	As part of a three-city collaboration of Dana Point, San Juan Capistrano (SJC) and San Clemente (SC), provide a Dana Point-link from the SJC and SC train stations to Dana Point and various destinations throughout the tri-city area for residents and especially visitors.
Garden Grove	\$100,000	2/26/2007 (B)	In collaboration with a Huntington Beach-led consortium, assess opportunities for a North/South transit connection, giving priority to a rail system along the Union Pacific Railroad right of way.
Huntington Beach	\$100,000	2/26/2007 (B)	Lead city in a multi-city collaboration of Huntington Beach, Stanton, Garden Grove and Anaheim to-date, analyze the possibility to provide a new alternative to regional travel which would help alleviate freeway and arterial congestion, improve air quality and improve the mobility and quality of life for residents, businesses and visitors of West/Central Orange County.

# City Project Concepts Summary Table

April 6, 2007

City		Go Local Funds	Submitted to TP&O* (T) or Board (B)	Concept
Irvine	\$100,000		2/26/2007 (B)	To improve Traffic circulation in the Irvine Business Center (IBC) by providing a shuttle system that will serve as a direct connection from the IBC to the Tustin Metrolink Station.
Laguna Niguel	\$100,000 (augmenting \$169,000 in federal grants)		01/25/2007 (T) 2/26/2007 (B)	Using Laguna Niguel as a terminus station for expanded Metrolink Service, accommodate rail expansion in conjunction with new development in the nearby area by providing safe, convenient and better pedestrian, vehicular, bus and bicycle access to the station.
Mission Viejo	\$100,000		01/25/2007 (T) 2/26/2007 (B)	Improve local mobility and regional connectivity through continuing and augmenting the work begun as a result of OCTA's South County Transit Study by developing a local fixed-route local circulation network offering direct connections to Metrolink stations and other OCTA routes.
Rancho Santa Margarita	\$100,000		2/26/2007 (B)	Identify and study potential transportation alternatives which will serve the city and the Laguna Niguel/Mission Viejo station to improve the mobility of residents and commuters and reduce traffic congestion throughout the community.
San Juan Capistrano	\$100,000		01/25/2007 (T) 2/26/2007 (B)	As part of a three-city collaboration of San Juan Capistrano, Dana Point and San Clemente, assess ways to provide an easy-access link from the SJC train station, in particular, to various destinations throughout the tri-city area for residents, visitors and commuters.
Santa Ana	\$100,000		2/26/2007 (B)	Study four transit feeder service alignments which will connect the downtown area, key points of interest and the Santa Ana Metrolink Station to provide improved regional connectivity for visitors, commuters and residents.

# City Project Concepts Summary Table

April 6, 2007

City	Go Local Funds	Submitted to TP&O* (T) or Board (B)	Concept
<b>Stanton</b>	\$100,000 \$50,000 to local transit access improvement assessment \$50,000 to multi-city alternative transit study	01/25/2007 (T) 2/26/2007 (B)	Improve pedestrian facilities and local transit access to Stanton's economic development areas including the major activity center at Katella and Beach. In city collaboration, interested in the transit alternatives and possible route opportunities for Stanton residents, visitors and business travelers.
<b>Tustin</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	Improve multi-modal access (transit, trolley, pedestrian and bicycle) to the train station through the evaluation and identification of feasible short term and long term transportation improvement measures.
<b>Anaheim</b>	\$100,000 (augmenting \$300,000 in city funds)	11/13/2006 (B)	Lead city in a three city collaboration of Anaheim, Orange, and Villa Park to devise better transit access to Anaheim Canyon Station and to/from key employment areas and both Orange and ARTIC stations.
<b>Aliso Viejo</b>	\$100,000	11/13/2006 (B)	Develop multidisciplinary transit plan maximizing appeal of transit service between Aliso Viejo Town Center and Laguna Niguel Station through wide range of employer, developer, transit and route planning amenities.
<b>Laguna Beach</b>	\$100,000	11/13/2006 (B)	In conjunction with tourism interests and adjacent station cities develop a plan to connect city's fixed route system to Metrolink to serve key markets.
<b>Orange</b>	\$100,000 60,000 to Orange station pedestrian access study; \$40,000 three city transit access/planning	11/13/2006 (B)	Improve pedestrian access by planning more accessible, pedestrian friendly continuous pedestrian access between downtown and Orange station. In city collaboration, particularly interested in identifying feeder service opportunities to both stations for those with Orange destinations.

# City Project Concepts Summary Table

April 6, 2007

City	Go Local Funds	Submitted to TP&O* (T) or Board (B)	Concept
San Clemente	\$100,000	11/13/2006 (B)	Address implementation issues of city's plan to operate a trolley service connecting the Metrolink station, beach area, and downtown San Clemente. Consider opportunities for coordination with adjacent communities.
Villa Park	\$100,000	11/13/2006 (B)	Assess community interest in having service to station, and if warranted prepare initial route plans.

Previously approved by  
OCTA Board

**COOPERATIVE AGREEMENT NO. C-7-0773**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF CYPRESS**

**FOR**

**CITY INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Cypress, 5275 Orange Avenue, Cypress, California, 90630, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

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

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

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

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

/

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

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

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

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

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

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

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

22       **ARTICLE 2. SCOPE**

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

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

B. AUTHORITY's failure to insist upon CITY'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 CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless 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 3. RESPONSIBILITIES OF AUTHORITY**

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

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

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

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

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**ARTICLE 4. RESPONSIBILITIES OF CITY**

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

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

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

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

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

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

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

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

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

## **ARTICLE 5. PAYMENT**

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

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. AUDIT AND INSPECTION**

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

**ARTICLE 8. INDEMNIFICATION**

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

/

/

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**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

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

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

D. 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.

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

To CITY:

City of Cypress

5275 Orange Avenue

/

Cypress, CA 90630

ATTENTION: Kamran Dadbeh

Assistant City Engineer

(714/229-6740)

*kdadbeh@ci.cypress.ca.us*

/

/

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

ATTENTION: Kathleen Murphy-Perez

Section Manager, Capital Projects

(714/560-5743); *kperez@octa.net*

c: Kia Mortzavi, Executive Director,

Development Division

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

G. 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.

H. 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.

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


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

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

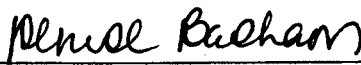
This Agreement shall be made effective upon execution by both parties.

1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-0773 to be  
2 executed on the date first above written.

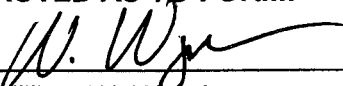
3 **CITY OF CYPRESS**

4 By:   
5 John B. Bahorski  
City Manager

6 **ATTEST:**

7 By:   
8 Denise Basham  
City Clerk

9 **APPROVED AS TO FORM:**

10 By:   
11 William W. Wynder  
City Attorney

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**APPROVED AS TO FORM:**

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

**APPROVAL RECOMMENDED:**

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

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



## GO LOCAL

### STEP ONE PROJECT CONCEPT

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

#### A. Study Type

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



##### **Needs Assessments**

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



##### **Coordinating Transit and Land Use**

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



##### **Route Planning**

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



##### **Public policy /public support**

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

##### **Project Concepts**

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

##### **Make your own case**

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

#### B. Project Overview

The City of Cypress proposes to use GO LOCAL funding allocated by the Orange County Transportation Authority (OCTA) to prepare a Go Local Transit Master Plan for the cities of Cypress, Buena Park and La Palma. This plan will include a needs analysis and study of a feeder service necessary to implement local circulators to connect to the Buena Park Metrolink Station. The City of Buena Park will take the lead in this study but

Cypress staff will review consultant scopes of work, participate in meetings and review recommendations. The study will include public outreach to both transit and non-transit users, focus group meetings, identifying possible transit alternatives such as the use of shuttle buses, a trolley system, or express/business shuttles. The Cypress staff will be involved in ensuring that Cypress College and Chamber of Commerce are consulted.

The study will investigate how a proposed transit feeder could link key districts and amenities in Buena Park, Cypress and La Palma by connecting the train station and designated bus stops in each city. Buena Park will be an active transportation stop with Metrolink beginning service in April, 2007. Potential stops for the feeder service may include destinations along Buena Park's entertainment zone (E-zone) including Knott's Berry Farm, Buena Park Mall, Cypress College, Los Alamitos Race Track, La Palma's CenterPointe, as well as business parks, medical facilities, and senior/community centers in these three cities.

The transit feeder service could also provide transportation for commuters and for visitors who utilize the train. The cities see the transit feeder as an integral component of the local transportation network as it would expand the opportunities for mobility, alleviate traffic congestion, and enhance the overall quality of life for residents and visitors.

The City of Cypress will provide input to Buena Park as it secures the services of a professional transit consulting firm(s) to conduct the necessary studies and analysis. It is anticipated that the study will take up to 12 months to complete and will result in the development of a Go Local Transit Master Plan consistent with OCTA and each of the participating cities objectives to provide local connections to the new Buena Park Metrolink Station and to improve access and availability of transportation to residents.

### **C. Partners**

The City of Buena Park will lead the effort required to research, analyze and produce a final report based on the above concept. Such efforts include coordinating the performance of work; day-to-day management; hiring, managing and reimbursing any outside consultants to conduct the required studies; and facilitating team meetings. Along with Cypress, La Palma will also be partnering with Buena Park.

Cypress will allocate \$85,000 of their OCTA Go Local Funding to the City of Buena Park, as Lead Agency, for use in completing the necessary reports and studies.

Cypress will retain \$15,000 to cover staff costs to participate in Go Local planning and to develop a Go Local Transit Master Plan.

GO LOCAL

## **PROJECT CONCEPT SIX-MONTH PROGRESS REPORT**

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

Prepared

### **A. Project Overview Progress Report**

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

### **B. Project Resources**

Please indicate all that apply:

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

### **C. Financial Report**

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

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

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

GO LOCAL

## **PROJECT CONCEPT FINAL REPORT OUTLINE**

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

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

Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

GO LOCAL

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

**SAMPLE**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184 Orange, CA 92863-15



**COOPERATIVE AGREEMENT NO. C- 6-0800**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF LA PALMA**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of La Palma, 7822 Walker Street, La Palma, California, 90623, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

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

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

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

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

/

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

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

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

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

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

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

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

22       /

23       /

24       /

25       /

26       /

**ARTICLE 2. SCOPE**

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

B. AUTHORITY's failure to insist upon CITY'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 CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless 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 3. RESPONSIBILITIES OF AUTHORITY**

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

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

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

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

5 **ARTICLE 4. RESPONSIBILITIES OF CITY**

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

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

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

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

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

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

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

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

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

#### ARTICLE 5. PAYMENT

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

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

9           **ARTICLE 6. MAXIMUM OBLIGATION**

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

14           **ARTICLE 7. AUDIT AND INSPECTION**

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

25           /

26           /

**ARTICLE 8. INDEMNIFICATION**

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 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.

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

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

D. 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.

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

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/

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To CITY:

City of La Palma

7822 Walker Street

La Palma, CA 90623

ATTENTION: Ismile H. Noorbaksh

Director of Public Works/City Engineer

(714/690-3310)

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

G. 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.

H. 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.

/

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-6-0800 to be executed on the date first above written.

CITY LA PALMA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: Mark Waldman  
Mark Waldman  
Mayor

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

ATTEST:

APPROVED AS TO FORM:

By: Laurie A. Murray  
Laurie A. Murray  
City Clerk

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

APPROVED AS TO FORM:

By: Joel Kuperberg  
Joel Kuperberg  
City Attorney

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

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



## GO LOCAL

### STEP ONE PROJECT CONCEPT

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

#### A. Study Type

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

☒ **Needs Assessments**

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

☒ **Coordinating Transit and Land Use**

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

☒ **Route Planning**

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

☒ **Public policy /public support**

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

☐ **Project Concepts**

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

☐ **Make your own case**

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

#### B. Project Overview

The City of La Palma proposes to use GO LOCAL funding allocated by the Orange County Transportation Authority (OCTA) to conduct a needs analysis and feeder service transit connection study related to the implementation of local circulation routes to improve local mobility and regional connectivity.

The City of La Palma connection study will include public outreach to both transit and non-transit users, focus group meetings, and identifying possible alternatives such as the use of shuttle buses or express/business shuttles.

The proposed transit feeder could link key business areas and amenities in La Palma, Cypress and Buena Park by connecting the Metrolink train station in Buena Park and designated bus stops in each of the respective aforementioned cities. Buena Park's Metrolink station will be an active transportation hub with expected Metrolink service to commence in April 2007. Potential stops along Orangethorpe Avenue may include, but not be limited to, the Centerpointe Complex, Brookside Apartments and ADP; along La Palma Avenue may include the business complex at northwest corner of La Palma Avenue and Valley View Street and at Moody Street. Stops may also include potential stops along Buena Park's entertainment zone (E-Zone) including Knott's Berry Farm, Buena Park Mall, Cypress College, Los Alamitos Race Track, medical facilities and other facilities of importance to general public within the three cities.

The City of La Palma will enter into agreement with the Cities of Buena Park and Cypress authorizing Buena Park to be the lead agency to conduct the study via a professional transit consulting firm(s) to perform the necessary studies and analysis. It is anticipated that the study will take up to 12 months to complete. The study is expected to develop a master plan for local transit service for La Palma, its connectivity within Buena Park and Cypress, and to Buena Park's Metrolink Station.

### **C. Partners**

The City of La Palma agrees to let the City of Buena Park lead the effort to research, analyze and produce a final report based on the above concept. The City of Buena Park will contract with outside consultants, and manage all consultant administration and contracting and provide all required reports and documentation to OCTA. This includes but is not limited to day-to-day management, development of the scope of work, reviewing the proposals, and selection of the consultant. Concurrence by the City of La Palma is required to coordinate the performance of work; day-to-day management of the consultant and reimbursing the consultant for its cost upon submittal of the invoice shall be the responsibility of the City of Buena Park. The City of Buena Park will facilitate team meetings with the Cities of La Palma and Cypress. A detailed agreement of the partnership between the three cities, to be respectively signed by the individual City Managers, will be required.

The City of La Palma agrees to allocate an estimated amount of \$80,000 of its \$100,000 allocation of OCTA Go LOCAL Funding to the City of Buena Park, acting as Lead Agency, for use in completing the necessary reports and studies upon approval of agreement between the City of La Palma and OCTA by OCTA.

**AGREEMENT NO. C-6-0800**  
**EXHIBIT "A"**

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

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

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

**A. Project Overview Progress Report**

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

**B. Project Resources**

Please indicate all that apply:

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

**C. Financial Report**

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

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

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

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

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

Return to: **Jeanne Spinner-La Mar, Manager, Local Initiatives**  
**550 South Main Street**  
**P.O. Box 14184**  
**Orange, CA 92863-1584**



**GO LOCAL**

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

**SAMPLE**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15







MEMO

May 8, 2007

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.





**May 10, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, <sup>ATL</sup>Chief Executive Officer  
**Subject:** Fullerton Transportation Center Memorandum of Understanding

### **Overview**

The Orange County Transportation Authority proposes to enter into a Memorandum of Understanding with the City of Fullerton and the Fullerton Redevelopment Agency. A Memorandum of Understanding is required to establish a commitment and to set forth goals and objectives as a basis for coordinating and cooperating in planning, design, construction, relocation and/or renovation, and funding for city parking, transit, and transportation needs impacting the residents, businesses, and visitors of the City of Fullerton.

### **Recommendation**

Authorize the Chief Executive Officer to execute a Memorandum of Understanding, Agreement C-6-0462, between the Orange County Transportation Authority and the City of Fullerton and the Fullerton Redevelopment Agency for the establishment of a partnership to deliver projects for improving transportation needs in the City of Fullerton.

### **Background**

On November 14, 2005, the Orange County Transportation Authority's (Authority) Board of Directors (Board) approved the Metrolink Service Expansion including 30-minute rail service between Laguna Niguel/Mission Viejo and Fullerton, in addition to parking and track improvements in the City of Fullerton. The Authority, the City of Fullerton (City), and the Fullerton Redevelopment Agency (Agency) propose to plan and design facilities necessary and convenient for addressing various transportation needs including transit parking solutions at the Fullerton Transportation Center. The projects are at various stages of planning and the Authority, City, and Agency desire to demonstrate their commitment in the development of required project documents that set forth goals and objectives as a basis for cooperating in the planning, design, construction,

relocation and/or renovation, and funding of the preliminary project descriptions identified in the Memorandum of Understanding (MOU) included as Attachment A.

***Discussion***

It is understood that project specific cooperative agreements will be written and executed separately at a later date for each specific project identified in the MOU. The proposed projects at this time include:

- Plummer Parking Garage - Third Level
- Multi-level Parking Garage
- Fullerton Park and Ride
- Train Turn-back Track
- Security Cameras
- Radiological Screening Demonstration Project for Passenger Safety
- Transportation Center Master Planning and Potential Relocation of Bus Passenger Terminal
- State College Boulevard Grade Separation

The Authority, City, and Agency understand that the projects may be dependent upon or related to work performed on one or more projects; therefore, cooperation and coordination by all three parties is required during all phases of the projects. The project descriptions, estimated costs, and timeframes are identified in the exhibits to the MOU. The MOU would be in effect through August 1, 2013.

***Summary***

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute the Memorandum of Understanding with the City of Fullerton and the Fullerton Redevelopment Agency.

***Attachment***

- A. Memorandum of Understanding by and between Orange County Transportation Authority and the City of Fullerton and the Fullerton Redevelopment Agency for the City Parking, Transit and Transportation Needs

**Prepared by:**



Abbe McClenahan  
Principal Transportation Analyst  
(714) 560-5673

**Approved by:**



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



**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF FULLERTON  
AND  
THE FULLERTON REDEVELOPMENT AGENCY  
FOR  
THE CITY PARKING, TRANSIT AND TRANSPORTATION NEEDS**

The following Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Orange County Transportation Authority ("AUTHORITY") and the City of Fullerton ("CITY") and the Fullerton Redevelopment Agency ("AGENCY"), (AUTHORITY, CITY and AGENCY collectively referred to herein as "PARTIES" and "PARTY" means one of the PARTIES to this MOU), with regard to the following matters:

**WHEREAS**, AUTHORITY, CITY and AGENCY wish to work as partners to address the CITY parking, transit and transportation needs impacting the residents, businesses, and visitors, of CITY; and

**WHEREAS**, AUTHORITY, CITY and AGENCY propose to plan and design, facilities necessary and convenient for addressing the various transportation needs including, transit parking solutions at the Fullerton Transportation Center. The proposed projects, at this time include, without limitation, the following: (1) Plummer Parking Garage Third Level; (2) Multi-level Parking Garage; (3) Fullerton Park and Ride; (4) Train Turn-back Track; (5) Security Cameras; (6) Radiological Screening; (7) Transportation Center Master Planning and potential Relocation of Bus passenger Terminal; and (8) State College Grade Separation (collectively hereinafter referred to as "PROJECTS," and "PROJECT" means one of the PROJECTS to this MOU); and

**WHEREAS**, it is understood that each PROJECT is in a different phase of planning, with some being more developed than others, and AUTHORITY, CITY and AGENCY

desire to cooperate in the development of the required PROJECT documents that define all aspects of the PROJECTS; and

**WHEREAS**, it is understood and anticipated that Project-specific Cooperative Agreements will be written and executed separately at a later date by the Parties for each PROJECT as a result of the completed PROJECT Documents; and

**WHEREAS**, the PARTIES desire to enter into this MOU to demonstrate their commitment to improving transportation needs in the City of Fullerton and to set forth their goals and objectives as a basis for cooperating in the planning, design, construction, relocation and/or renovation, and funding (hereinafter, "Work") of the PROJECTS; and

**NOW, THEREFORE**, it is mutually understood and agreed to by the PARTIES as follows:

1. The attached Exhibits A through H, entitled "Preliminary Project Description", generally define each PROJECT, the period of performance; and the estimated PROJECT costs. The Parties agree that more comprehensive cooperative agreements, which further define each PROJECT, including, but not limited to, the schedule, project budget, the scope of work to be performed, the funding source and the responsibilities of the Parties, are required and will each be entered into separately at a later date. At such time, the Parties agree to cooperate and coordinate in the development and execution of each Project-specific Cooperative Agreement.
2. Each Party will provide a Project Manager to exchange information between each other concerning the PROJECTS.
3. The Parties agree to cooperate and coordinate to the extent practicable in the performance of the Work required for each PROJECT. Furthermore, the Parties agree that each will cooperate and coordinate with the other in all activities covered by this MOU, the Project-specific Cooperative Agreements and other agreements entered into by the Parties.
4. The Parties agree that the Work to be performed for each PROJECT may be dependent upon and/or related to Work performed on one or more PROJECTS. The Parties agree that this dependency requires cooperation and coordination by the Parties during all phases of all PROJECTS covered by this MOU and the Project-

specific Cooperative Agreements to be entered into by and between the Parties at a later date.

5. In order to ensure prompt and continued coordination between the Parties, the Parties hereby designate and authorize primary representatives to coordinate, and to perform any administrative tasks needed as part of this MOU. All communications relating to activities concerning this MOU shall be exchanged between the representatives noted in Exhibit I, entitled "Contacts", or their designees.
6. CITY or AGENCY shall obtain all required reviews, clearances, permits, licenses and approvals required within its jurisdiction from all applicable agencies. Costs of obtaining all required reviews, clearances, permits, licenses and approvals shall be borne by the obtaining CITY or AGENCY.
7. The PARTIES agree to jointly participate in all PROJECT-related meetings.
8. Each PARTY agrees to cooperate and coordinate with the other PARTIES, their staff, contractors, consultants, vendors, etc. providing services required under this MOU and under the Project-specific Cooperative Agreements to the extent practicable in the performance of the Work required for PROJECTS and in their other respective responsibilities under this MOU.
9. The PARTIES agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.
10. Each PARTY agrees to defend, indemnify and hold harmless the other PARTIES, their officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of the defending PARTY, its officers, agents, or employees, in the performance of this MOU, excepting acts or omissions directed by the other PARTIES, their officers, agents, or employees, acting within the scope of their employment, for which the other PARTIES agree to defend and indemnify the defending PARTY in a like manner. This indemnity shall survive termination of this MOU.
11. This MOU may only be modified or amended in writing. All modifications, amendments, changes and revisions of this MOU in whole or part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the PARTIES.

12. This MOU shall be governed by and construed with the Federal, State and Local laws. The PARTIES warrant that in the performance of this MOU, each shall comply with all applicable Federal, State and Local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.
13. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between the PARTIES and it supersedes all prior representations, understandings and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).
14. Each PARTY shall be excused from performing its obligations under this MOU 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 federal, state or local government; national fuel shortage; or a material act or omission by the other PARTIES; when satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.
15. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are as detailed in Exhibit I. If there are any changes in the names and/or addresses listed in Exhibit I, the PARTY desiring to make such changes shall give a written notice to the other PARTIES within five (5) days of such change.
16. This MOU shall continue in full force and effect through August 1, 2013 unless terminated earlier by mutual written consent by all PARTIES. The term of this MOU may only be extended upon mutual written agreement by all PARTIES.

End of Articles

**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Memorandum of Understanding No. C-6-0462 to be executed on the date first above written.

**CITY OF FULLERTON**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Leland Wilson  
Mayor

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

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Beverley White  
Clerk of the Council

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

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Richard D. Jones  
City Attorney

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

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

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

**FULLERTON REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Robert M. Zur Schmiede  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Beverley White  
Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jeffrey M. Oderman  
General Counsel

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

**EXHIBIT A – PRELIMINARY PROJECT DESCRIPTION:  
PLUMMER PARKING GARAGE THIRD LEVEL**

**PROJECT DESCRIPTION:**

This project consists of the addition of a third level floor to the Plummer Parking Garage. The garage is located at the southeast corner of Chapman Avenue and Pomona Avenue. It is four blocks north of the train station and consists of two levels. The ground floor and second level each contain approximately 200 spaces, totaling 400 spaces. The addition of the third level would add approximately 200 spaces. A structural feasibility study dated September 2005 conducted by Integrated Design Services, Inc. has determined that it is structurally feasible to increase the parking capacity of the existing parking garage by adding one level above the existing level. There is currently a large transit parking deficit at the Transportation Center. The addition of a third level to the Plummer Parking Garage could be a first step towards addressing current unmet transit parking demand. The project will comply with environmental clearances including CEQA/NEPA. (Hereinafter, this PROJECT is referred to as "PROJECT A.")

**TIMEFRAME:**

To be determined.

**ESTIMATED COST:**

Estimated total project cost is \$ 3 to 4 million. Funding for this project has not been identified.

**EXHIBIT B – PRELIMINARY PROJECT DESCRIPTION:  
MULTI-LEVEL PARKING GARAGE**

**PROJECT DESCRIPTION:**

This project consists of the construction of a multi-level parking garage containing approx. 1,000 parking spaces that would satisfy current transit parking demand and accommodate future demand. To implement AUTHORITY's adopted increase in service plan, Metrolink is currently planning to increase the frequency of train service between Fullerton and Laguna Niguel/Mission Viejo to 30-minute stops by 2009. The planned increase in train service is expected to significantly increase parking demand. The proposed garage would serve current demand and accommodate future demand caused by the planned increase in train service. Location of the proposed garage will be proximate to Fullerton's Amtrak/Metrolink Station. The project will comply with environmental clearances including CEQA/NEPA. (Hereinafter, this PROJECT is referred to as "PROJECT B.")

**TIMEFRAME:**

Planning & Design FY 2006/07  
ROW FY 2007/08  
Construction FY 2007/08

**ESTIMATED COST:**

Estimated total project cost of the multi-level garage and appurtenant improvements, including a pedestrian bridge, is approximately \$25.2 million (includes Rights-of-Way acquisition, planning, environmental, design, construction, construction management, oversight and administration).

**EXHIBIT C – PRELIMINARY PROJECT DESCRIPTION:  
FULLERTON PARK AND RIDE**

**PROJECT DESCRIPTION:**

Joint development opportunities at or near the park and ride facility located at the southwest corner of Magnolia Avenue and Orangthorpe Avenue. Work together to identify joint use development opportunities that are compatible with existing transit functions.

**TIMEFRAME:**

To be determined

**ESTIMATED COST:**

To be determined

**EXHIBIT D – PRELIMINARY PROJECT DESCRIPTION:  
TRAIN TURN-BACK TRACK**

**PROJECT DESCRIPTION:**

This project involves the creation of an additional railroad track leading into the Fullerton Amtrak / Metrolink Station and creation of a train-turn back track adjacent to existing railroad Rights-of-Way at the Fullerton Amtrak / Metrolink station to allow additional train service between north and south Orange County as part of the OCTA board approved Metrolink Service Expansion. This track will allow for Metrolink trains to reverse directions and to be stored overnight as needed.

This project will comply with environmental clearances including CEQA/NEPA.

**TIMEFRAME:**

To be completed by FY 2009/10

**ESTIMATED COST:**

\$30.773 million

**EXHIBIT E – PRELIMINARY PROJECT DESCRIPTION:  
SECURITY CAMERAS**

**PROJECT DESCRIPTION:**

The Metrolink commuter rail system serves five counties in Southern California. AUTHORITY participates in funding the Southern California Regional Rail Authority (SCRRA) which operates the commuter rail service. There are 11 Metrolink commuter rail stations located in Orange County. While SCRRA operates Metrolink, the cities own and maintain the stations and are responsible for the station security component. In Orange County, track utilization for commuter rail service is shared with the BNSF Railway freight and Amtrak inter-city passenger service.

Responding to the federal Department Homeland Security mandate, four stations in Orange County have been identified to be priority near-term security improvement projects, namely the installation of surveillance equipment. These stations are Fullerton, Buena Park, Santa Ana, and Irvine.

CITY has one of the older stations and does not presently have closed circuit television ("CCTV") equipment. CITY owns and operates the Fullerton station, which is presently Orange County's busiest commuter rail station. It has been identified for a project to install CCTV equipment at the station and at the 1,000 space parking structure to be built adjoining to the station.

The project includes the installation of security cameras and sophisticated monitoring equipment. The Parties are in the planning process for a comprehensive security camera system for the transit center area. Fullerton will be the first station of the Los Angeles to San Diego line to have "smart" cameras installed, which in addition to recording depot activities act as high-level security monitors. Beyond deterrence of criminal and terrorist activities, new camera technologies can detect unattended packages and luggage.

**TIMEFRAME:**

To be determined

**ESTIMATED COST:**

To be determined

**EXHIBIT F – PRELIMINARY PROJECT DESCRIPTION:  
RADIOLOGICAL SCREENING**

**PROJECT DESCRIPTION:**

In addition to installing new security cameras, CITY is interested in installing radiological screening equipment to detect and deter terrorists who may attempt to interrupt the rail transit system which would impact national commerce. This project is being proposed as a demonstration grant. Radiological screening portals would be designed to quickly and accurately scan passengers and luggage for radiological materials found in "dirty" bombs used by terrorists. By detecting and determining potential threats, passenger safety will be improved, and the security of our national rail system would be greatly enhanced.

**TIMEFRAME:**

To be determined

**ESTIMATED COST:**

To be determined

**EXHIBIT G – PRELIMINARY PROJECT DESCRIPTION:  
TRANSPORTATION CENTER MASTER PLANNING AND POTENTIAL RELOCATION OF  
BUS TERMINAL**

**PROJECT DESCRIPTION:**

AGENCY recently selected a developer to assist with the master planning of the Fullerton Transportation Center. One of the preliminary planning ideas is the potential relocation of the existing OCTA bus passenger terminal within the Fullerton Transportation Center Master Planning Area in order to increase the overall development potential of the area. The potential relocated terminal shall provide equal or greater service and access as the existing terminal with potential for future growth, including Bus Rapid Transit ("BRT"). This project is a multi-modal transportation center.

**TIMEFRAME:**

Transportation Center Master Plan – FY 2006-07

Potential Relocation of Bus Terminal - To be determined

**ESTIMATED COST:**

Transportation Center Master Plan – Agency's share estimated at \$300,000

Potential Relocation of Bus Terminal - To be determined

**EXHIBIT H – PRELIMINARY PROJECT DESCRIPTION:  
STATE COLLEGE GRADE SEPARATION**

**PROJECT DESCRIPTION:**

This project involves a grade separation on State College Boulevard at the BNSF Railroad track in the City of Fullerton.

**TIMEFRAME:**

Preliminary Design/Environmental	To be completed December 2006
Final Design	To be completed December 2006
Right-of-Way	December 2007
Construction	FY2008

**ESTIMATED COST:**

\$61.2M

EXHIBIT I:  
LIST OF CONTACTS

**Fullerton**

City of Fullerton  
City Manager's Office  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
With copy to:  
City Clerk  
City Manager

**Fullerton Redevelopment Agency**

Fullerton Redevelopment Agency  
Executive Director  
303 W. Commonwealth Avenue  
Fullerton, CA 92832  
With copy to:  
Jeffrey M. Oderman, Esq.  
Rutan & Tucker, LLP  
611 Anton Boulevard  
Suite 1400  
Costa Mesa, CA 92626

**OCTA**

Orange County Transportation Authority  
Abbe McClenahan, Principal Trans. Analyst  
550 South Main Street  
Orange, CA 92863-1584  
With copy to:  
~~Paul Taylor, P.E.~~ *Kia Mortazavi*  
Executive Director, ~~Planning~~, Development  
and ~~Commuter Services~~





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**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 Project Study Report for Improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405)

Regional Planning and Highways Committee

May 7, 2007

**Present:** Directors Amante, Cavecche, Dixon, Green, Mansoor, Norby, Pringle, and Rosen

**Absent:** Director Glaab

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Authorize staff to request a cost proposal from PBS&J and negotiate an agreement for their services.
- B. Authorize the Chief Executive Officer to execute the final agreement.





**May 7, 2007**

**To:** Regional Planning and Highways Committee

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

**Subject:** Selection of a Consultant for Preparation of a Project Study Report for Improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405)

### **Overview**

The Renewed Measure M includes a project to add an additional lane in each direction on the Costa Mesa Freeway (State Route 55) between Santa Ana Freeway (Interstate 5) and San Diego Freeway (Interstate 405). Proposals and statements of qualifications for the preparation of a Project Study Report/Project Development Support document were solicited in accordance with the Orange County Transportation Authority's procurement procedures for the retention of consultants to perform architectural and engineering work. These procedures are in accordance with both federal and state legal requirements.

### **Recommendations**

- A. Authorize staff to request a cost proposal from PBS&J and negotiate an agreement for their services.
- B. Authorize the Chief Executive Officer to execute the final agreement.

### **Background**

The Renewed Measure M includes a project to add an additional lane in each direction on the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and San Diego Freeway (Interstate 405). The first step in the project development process is the preparation of a Project Study Report (PSR), which analyzes alternatives and determines project feasibility and preliminary costs. The Orange County Transportation Authority (Authority) is seeking consultant assistance for the preparation of a PSR for this project.

**Selection of a Consultant for Preparation of a Project Study Report for Improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405)**

**Page 2**

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***Discussion***

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

The project was advertised on March 12 and March 18, 2007, in the *Orange County Register*. The notice for this project was mailed to 1,271 firms on March 12, 2007. A pre-proposal meeting was held on March 19, 2007, and was attended by 22 firms.

On April 4, 2007, five proposals were received. An evaluation committee consisting of staff from the California Department of Transportation, and the Planning and Analysis, Highway Project Delivery, and the Contracts Administration and Materials Management departments met to review the proposed work plans and firm qualifications.

The evaluation committee reviewed all proposals and found three of the firms qualified for the work. The committee interviewed each of the qualified firms. The three qualified firms are:

Name and Location

Katz, Okitsu & Associates  
Ontario, California

PB Americas, Inc.  
Orange, California

PBS&J  
Orange, California

Based on the committee's evaluation of the three qualified firms, PBS&J was selected as the firm that has the staff and experience that best fits the task. The

**Selection of a Consultant for Preparation of a Project Study Report for Improvements to the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405)**

**Page 3**

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PBS&J team provided an excellent technical proposal. They also provided an excellent presentation and answers to interview questions. These included a very good presentation on traffic analysis of the project study area and a very good discussion of concepts that could improve the operations of State Route 55 freeway.

PB Americas, Inc., was ranked number two by the evaluation committee. The firm provided a very good technical proposal and presentation; however, PB Americas, Inc., did not demonstrate as strong of an understanding of some of the technical engineering issues such as how the firm would propose to address geotechnical and structures challenges of the project.

**Fiscal Impact**

This project was approved in the Authority's Fiscal Year 2006-07 Budget, Development Division, Account 1536-7519-A1012-C1B, and is funded with local funds.

**Summary**

The evaluation committee met and reviewed this item. Based on the materials provided, the committee recommends the selection of PBS&J as the most qualified firm to prepare the Project Study Report for an additional lane in each direction on the Costa Mesa Freeway (State Route 55) between the Santa Ana Freeway (Interstate 5) and the San Diego Freeway (Interstate 405).

Staff seeks direction to request a cost proposal from PBS&J and negotiate an agreement within the approved budget for this project, which is \$450,000.

**Selection of a Consultant for Preparation of a Project  
Study Report for Improvements to the Costa Mesa  
Freeway (State Route 55) between the Santa Ana  
Freeway (Interstate 5) and the San Diego  
Freeway (Interstate 405)**

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**Page 4**

***Attachment***

None.

**Prepared by:**



Dan Phu  
Section Manager, Project Development  
(714) 560-5907

**Approved by:**



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





*BOARD COMMITTEE TRANSMITTAL*

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board *WK*  
**Subject:** Programming Congestion Mitigation and Air Quality Funds

Regional Planning and Highways Committee

May 7, 2007

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

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendations***

- A. Authorize the use of Congestion Mitigation and Air Quality funds, in the amount of \$27 million, for the Gene Autry Way drop ramp project and \$5.5 million for the vanpool program, for a total of \$32.5 million.
- B. Direct staff to update the Comprehensive Funding Strategy to reflect the action above.
- C. Authorize staff to process all necessary amendments to the State Transportation Improvement Program and Regional Federal Transportation Improvement Program, and execute any necessary agreements to facilitate the programming above.





**May 7, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer *ADL y PL*  
**Subject:** Programming Congestion Mitigation and Air Quality Funds

**Overview**

The Orange County Transportation Authority receives annual appropriations of Federal Congestion Mitigation and Air Quality funds through the federal transportation act. In November 2005, the Orange County Transportation Authority Board of Directors approved a comprehensive funding strategy and policy direction that outlined the policy for programming these funds. Consistent with the adopted policy, staff has identified two projects for funding through this program.

**Recommendations**

- A. Authorize the use of Congestion Mitigation and Air Quality funds, in the amount of \$27 million, for the Gene Autry Way drop ramp project and \$5.5 million for the vanpool program, for a total of \$32.5 million.
- B. Direct staff to update the Comprehensive Funding Strategy to reflect the action above.
- C. Authorize staff to process all necessary amendments to the State Transportation Improvement Program and Regional Federal Transportation Improvement Program, and execute any necessary agreements to facilitate the programming above.

**Background**

The Orange County Transportation Authority (OCTA) receives annual apportionments from the Congestion Mitigation and Air Quality (CMAQ) Program. These funds are made available through the federal transportation act. Generally, CMAQ funds can be used for transportation projects that contribute to the attainment or maintenance of the air quality standards in non-attainment or air quality maintenance areas.

In November 2005, the OCTA Board of Directors (Board) approved the Comprehensive Funding Strategy (CFS) and Policy Direction. The CFS and Policy Direction outlined the programming strategy of five major funding sources, including CMAQ. These funding sources and the approved policy for programming are included in Attachment A.

***Discussion***

The Board approved a programming policy for CMAQ funds, which directs the funds to be utilized for high-occupancy vehicle (HOV) connectors and drop ramps. Consistent with that policy, \$200 million of CMAQ funds is currently programmed as the required match to the Corridor Mobility Improvement Account (CMIA) funds on the Garden Grove Freeway (State Route 22)/San Diego Freeway (Interstate 405)/San Gabriel Freeway (Interstate 605) HOV connectors project. In order to fully program available CMAQ capacity, staff has identified two additional projects for CMAQ funding.

**Gene Autry Way HOV Drop Ramp**

The Gene Autry Way HOV drop ramp project was submitted for consideration for funding through the CMIA program. Unfortunately, the project was not selected by the California Transportation Commission for funding. As part of the CMIA project submissions update presented to the Board on March 26, 2007, staff reported that alternate funding would be sought for the CMIA candidate projects that were not approved.

Staff is now proposing to fund the Gene Autry Way HOV drop ramp project with currently available CMAQ funds, in the amount of \$27 million. This project is environmentally cleared and right-of-way acquisition has begun. The requested funding will fully fund the remainder of the right-of-way phase and the construction phase based on current cost estimates. Any future shortfalls to the project will be covered by the City of Anaheim. The project is anticipated to start construction in fiscal year 2008-09.

**Vanpool Program**

In November 2006, the Board approved the vanpool program and directed staff to incorporate funding for the program into the CFS. Accordingly, staff is proposing the use of \$5.5 million in CMAQ funds for the vanpool operations during the first three years. Funding for subsequent years will need to be identified.

**Next Steps**

Staff will return to the Board in late summer with an updated CFS, including the changes requested above. In order to access CMAQ funds for use on the two proposed projects, staff will need to process amendments to the Federal Regional Transportation Improvement Program and execute necessary agreements for the use of funds.

**Summary**

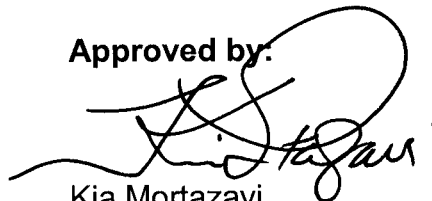
Orange County receives annual apportionments of CMAQ funds. The Board has adopted a policy to direct the programming of those funds. Consistent with the adopted policy, staff is proposing to direct \$27 million to the Gene Autry Way HOV drop ramp project and \$5.5 million to the vanpool program.

**Attachment**

- A. Policy Direction for Programming FY 2006-07 to FY 2011-12

**Prepared by:**

Jennifer Bergener  
Section Manager, Capital Programs  
(714) 560-5462

**Approved by:**

Kia Mortazavi  
Executive Director, Development  
(714) 560-5471



**Policy Direction for Programming FY 2006-07 to FY 2011-12**

<b>Funding Source</b>	<b>Adopted Programming Policy (FY 2006-07 to FY 2011-12)</b>
State Transportation Improvement Program	Cost increases on current projects, Chokepoints, Metrolink service expansion, Bus Rapid Transit, Soundwalls
Congestion Mitigation and Air Quality Program	High Occupancy Vehicle (HOV) connectors and drop ramps
Regional Surface Transportation Program	Competitive call to Cities and County for local Streets and Roads and Countywide Railroad Grade Separation Projects
Transportation Enhancement Program	Competitive call to Cities and County for Bicycle and Pedestrian Projects
Measure M Transit	Metrolink Service Expansion
Measure M Freeway	State Route 22 – Interstate 405 HOV Connectors
Orange County Gas Tax Exchange	Fund up to \$125 million for Bristol Street Widening





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
*WK*  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Agreements for Bond Counsel Services

Finance and Administration Committee

April 25, 2007

**Present:** Directors Amante, Bates, Brown, Buffa, Cavecche, and Moorlach  
**Absent:** Director Campbell

**Committee Vote**

This item was passed by all Committee Members present.

Director Bates was not present to vote on this item.

**Committee Recommendations**

- A. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-4-0268 between the Orange County Transportation Authority and Nossaman, Guthner, Knox & Elliott, LLP, to provide bond counsel services.
- B. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-4-0545 between the Orange County Transportation Authority and Kutak Rock, LLP, to provide bond counsel services.





**April 25, 2007**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreements for Bond Counsel Services

**Overview**

In June 2004, the Orange County Transportation Authority executed agreements with Nossaman, Guthner, Knox & Elliott, LLP, and Kutak Rock LLP, to provide bond counsel services. Both firms were retained in accordance with the Orange County Transportation Authority's procurement procedures for professional services, for a period of three years with two option years. Funds have been set aside in the proposed fiscal year 2007-08 budget in anticipation of the need for these services.

**Recommendations**

- A. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-4-0268 between the Orange County Transportation Authority and Nossaman, Guthner, Knox & Elliott, LLP, to provide bond counsel services.
- B. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement C-4-0545 between the Orange County Transportation Authority and Kutak Rock, LLP, to provide bond counsel services.

**Background**

In 2004, the Orange County Transportation Authority (Authority) issued a Request for Proposals (RFP) for bond counsel services. Notifications were sent to 71 firms and an advertisement was included in the *Orange County Register*. The Authority's bond counsel is responsible for preparing all necessary legal documents in connection with the authorization, sale, issuance and delivery of bonds and other debt obligations (including securities issued for defeasance or refundings).

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The 2004 selection of Nossaman, Guthner, Knox & Elliott, LLP (Nossaman) and Kutak Rock, LLP (Kutak) was the first time the Authority selected a pool of firms to serve as bond counsel. The Authority does utilize a pool of underwriters for financings, and in the past, has retained a pool of financial advisors. This structure is helpful when a conflict of interest arises and one firm is not available to work on the Authority's project. Other transportation agencies utilize this structure as well.

***Discussion***

This procurement was originally handled in accordance with the Authority's procedures for professional services. The original agreement was awarded on a competitive basis in 2004. Since then, no debt financing transactions have occurred and, therefore no funds have been expensed for these services.

Over the past several years, Nossaman has served as the Authority's bond counsel for a number of financing transactions. Nossaman has worked on the Authority's various Measure M sales tax financings and bus certificates of participation. They have a thorough understanding of the Authority's debt structure and various bond indentures. Nossaman also assisted with the acquisition and negotiation process for the 91 Express Lanes in 2002 and 2003. Nossaman was the Authority's bond counsel for the complicated refinancing of the 91 Express Lanes debt in November 2003.

Kutak, has served as bond counsel to a number of transportation agencies throughout the state. The lead attorneys assigned to the Authority have extensive experience with tax issues and financings in the following areas: sales tax revenue bonds, certificates of participation, and tax-exempt commercial paper.

As particular financing projects become available, the Authority will contact both firms and solicit a response to a few questions related to the project. The firm most suited to work on that particular project will be selected for the transaction.

Over the next year, the Authority anticipates needing bond counsel services on issues related to the renewed Measure M sales tax and the advancement of sales tax funds. In addition, bond counsel services may be required for any ongoing issues related to the extension of the 91 Express Lanes into Riverside County by the Riverside County Transportation Commission.

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**Fiscal Impact**

Funds for these services have been included in the proposed fiscal year 2007-08 budget in the amount of \$200,000.

**Summary**

Over the past three years, Nossaman, Guthner, Knox & Elliott, LLP and Kutak Rock, LLP, have been part of the Authority's bond counsel pool. Staff recommends the Board of Directors approve Amendment No. 1, exercising the one-year option on Agreement C-4-0268 with Nossaman, Guthner, Knox & Elliott, LLP and Amendment No. 1, exercising the one-year option on Agreement C-4-0545 with Kutak Rock, LLP, for continued bond counsel services.

**Attachments**

- A. Nossaman, Guthner, Knox & Elliot, LLP Agreement C-4-0268 Fact Sheet
- B. Kutak Rock, LLP Agreement C-4-0545 Fact Sheet

**Prepared by:**



Kirk Avila  
Treasurer  
Treasury/Public Finance  
(714) 560-5674

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678



**Nossaman, Guthner, Knox & Elliott, LLP  
Agreement C-4-0268 Fact Sheet**

1. May 24, 2004, Agreement C-4-0268, approved by the Board of Directors for three years plus two option years
  - To provide bond counsel services to the Authority
2. May 14, 2007, Amendment No. 1 to Agreement C-4-0268, pending approval by the Board of Directors
  - To exercise one option year



**Kutak Rock, LLP  
Agreement C-4-0545 Fact Sheet**

1. May 24, 2004, Agreement C-4-0545, approved by the Board of Directors for three years plus two option years
  - To provide bond counsel services to the Authority
2. May 14, 2007, Amendment No. 1 to Agreement C-4-0545, pending approval by the Board of Directors
  - To exercise one option year





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Approval of the Fiscal Year 2007-08 Local Transportation Fund Claim for Public Transportation and Community Transit Services

Finance and Administration Committee

April 25, 2007

**Present:** Directors Amante, Bates, Brown, Buffa, Cavecche, and Moorlach  
**Absent:** Director Campbell

**Committee Vote**

This item was passed by all Committee Members present.

Director Bates was not present to vote on this item.

**Committee Recommendation**

Approve the Orange County Transit District Fiscal Year 2007-08 Local Transportation Fund Claim for public transportation services, in the amount of \$105,611,382, and for community transit services, in the amount of \$5,619,280, for a total claim amount of \$111,230,662, and authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.





**April 25, 2007**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Approval of the Fiscal Year 2007-08 Local Transportation Fund Claim for Public Transportation and Community Transit Services

### **Overview**

The Orange County Transit District is eligible to receive funding from the Local Transportation Fund for providing public transportation and community transit services throughout Orange County. To receive the funds, the Orange County Transit District must file a claim against the Local Transportation Fund with the Orange County Transportation Authority.

### **Recommendation**

Approve the Orange County Transit District Fiscal Year 2007-08 Local Transportation Fund Claim for public transportation services, in the amount of \$105,611,382, and for community transit services, in the amount of \$5,619,280, for a total claim amount of \$111,230,662, and authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.

### **Background**

The Transportation Development Act (TDA) of 1971 established a funding source dedicated to public transit and transit-related projects. The TDA created in each county a Local Transportation Fund (LTF) for transportation purposes specified in the TDA. Revenues are derived from 1/4 cent of the current retail sales tax.

The LTF revenues are collected by the State Board of Equalization and returned to local jurisdictions based on the volume of sales during each month. As required by the TDA, LTF receipts are deposited with the Orange County Treasury (Fund 182) and are administered by the Orange County Auditor-Controller. The Orange County Transportation Authority (OCTA) is the transportation planning agency responsible for the allocation of the LTF. Upon instructions from the OCTA, LTF receipts are distributed by the Auditor-Controller

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among the various administrative, planning, public transportation, and the bicycle and pedestrian facilities, and bus stop accessibility improvement program apportionments, as specified in the TDA.

On March 12, 2007, the OCTA Board of Directors approved the LTF fiscal year (FY) 2007-08 apportionments. A total of \$111,230,662 was approved for the Orange County Transit District (OCTD), consisting of \$105,611,382 for Article 4 public transportation services and \$5,619,280 for Article 4.5 community transit services. On April 9, 2007, the OCTD Board of Directors adopted a resolution authorizing the filing of a LTF claim for a total of \$111,230,662, for funding public transportation and community transit services during FY 2007-08.

### ***Discussion***

Section 6630 of the California Code of Regulations requires OCTD to file a claim with OCTA in order to receive an allocation from the LTF for providing public transportation and community transit services under Articles 4 and 4.5 of the TDA. The amount being claimed for FY 2007-08 equals \$111,230,662, and consists of \$105,611,382 for Article 4 transit services and \$5,619,280 for Article 4.5 transit services.

TDA regulations limit the allocation of LTF sales taxes to claimants to the lower of the amount of the apportionment or the amount the claimant is eligible to receive, based on the claims, budgets, financial statements, audits and other information available to the transportation planning agency. Unallocated apportionments are retained in the LTF for later allocation only to claimants in the same area under terms and conditions determined by the transportation planning agency.

As the transportation planning agency for Orange County, the OCTA is authorized to approve claims and to make payments from the Orange County LTF through written instructions to the Auditor-Controller.

### ***Summary***

The Orange County Transportation Authority's approval of Orange County Transit District claim against the Local Transportation Fund in the amount of \$111,230,662 will enable the Orange County Transit District to continue providing public transportation and community transit services throughout Orange County in FY 2007-08.

**Approval of the Fiscal Year 2007-08 Local Transportation  
Fund Claim for Public Transportation and Community Transit  
Services**

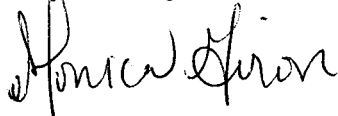
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**Page 3**

***Attachment***

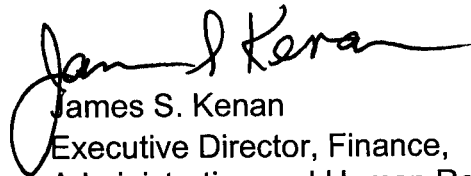
None.

**Prepared by:**



Monica Giron  
Associate Financial Analyst  
Financial Planning and Analysis  
(714) 560-5905

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Approval of Fiscal Year 2007-08 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

Finance and Administration Committee

April 25, 2007

**Present:** Directors Amante, Bates, Brown, Buffa, Cavecche, and Moorlach  
**Absent:** Director Campbell

***Committee Vote***

This item was passed by all Committee Members present.

Director Bates was not present to vote on this item.

***Committee Recommendation***

Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2007-08 Local Transportation Fund claim for public transportation services, in the amount of \$1,659,850, and authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.





**April 25, 2007**

**To:** Finance and Administration Committee

**From:** Arthur T. Leahy, <sup>AW</sup> Chief Executive Officer

**Subject:** Approval of the Fiscal Year 2007-08 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

### **Overview**

The Laguna Beach Municipal Transit Lines, a department within the City of Laguna Beach, is eligible to receive funding from the Local Transportation Fund in Orange County for providing public transportation services throughout the city. To receive the funds, the Laguna Beach Municipal Transit Lines must file a claim against the Local Transportation Fund with the Orange County Transportation Authority .

### **Recommendation**

Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2007-08 Local Transportation Fund claim for public transportation services, in the amount of \$1,659,850, and authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.

### **Background**

The Transportation Development Act (TDA) of 1971 established a State funding source dedicated to public transit and transit-related projects. The TDA created in each county a Local Transportation Fund (LTF) for transportation purposes as specified. Revenues are derived from  $\frac{1}{4}$  cent of the current  $7\frac{3}{4}$  cent retail sales tax in Orange County. The distribution of the  $7\frac{3}{4}$  sales tax in Orange County is as follows:

- 1 cent to cities and the County of Orange in unincorporated area;
- 6 cents to the State of California
- $\frac{1}{4}$  cent to State of California and transferred to the Orange County Local Transportation Fund; and
- $\frac{1}{2}$  cent locally approved tax (Measure M) to the Orange County Transportation Authority

The LTF revenues are collected by the State Board of Equalization and returned to the local jurisdictions based on the volume of sales during each month. As required under provisions of the TDA, in Orange County the LTF receipts are deposited in the Orange County account (Fund 182) in the Orange County Treasury and are administered by the Orange County Auditor-Controller.

In Orange County, the Orange County Transportation Authority (OCTA) is the transportation planning agency responsible for the allocation of the LTF within its jurisdiction. Upon instructions from OCTA, LTF receipts are distributed by the Auditor-Controller among the various administrative, planning, public transportation, bicycle and pedestrian, and bus stop facilities program apportionments, as specified in the TDA. The Orange County Transit District (OCTD) and the Laguna Beach Municipal Transit Lines (LBMTL) are the only public transit operators in Orange County eligible to receive allocations from the LTF under Article 4 of the TDA. Section 6630 of the California Code of Regulations requires the City of Laguna Beach to file a claim with OCTA in order to receive an allocation from the LTF for providing public transportation throughout the city.

### ***Discussion***

On March 12, 2007, the OCTA Board of Directors approved the LTF fiscal year (FY) 2007-08 apportionments. The total apportionment approved for LBMTL equaled \$1,154,935. On March 20, 2007, the Laguna Beach City Council adopted a resolution authorizing the filing of a LTF claim with OCTA for public transportation services. Laguna Beach has submitted its FY 2007-08 claim against the LTF in the amount of \$1,659,850. Of this amount, \$750,650 is needed by the city to meet current operating expenses, \$130,800 is needed to meet current capital expenditures, and \$778,400 is to be drawn down from previously established reserves for capital projects.

The OCTA, as the transportation planning agency for Orange County, is authorized to approve claims and to make payments from the LTF through written instructions to the Auditor-Controller.

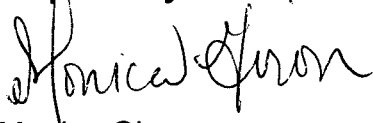
### ***Summary***

The Orange County Transportation Authority's approval of the City of Laguna Beach's claim against the Orange County Local Transportation Fund in the amount of \$1,659,850, will enable the Laguna Beach Municipal Transit Lines to continue providing public transportation services throughout the City of Laguna Beach during Fiscal Year 2007-08.

***Attachment***

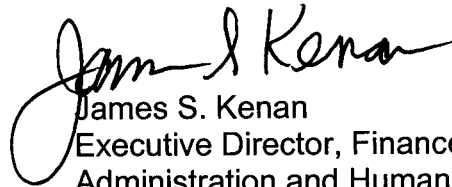
None.

**Prepared by:**



Monica Giron  
Associate Financial Analyst  
Financial Planning and Analysis  
(714) 560-5905

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Selection of Consultants for On-Call Transportation Modeling Support

Regional Planning and Highways Committee

May 7, 2007

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

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to negotiate and execute agreements between the Orange County Transportation Authority and the firms identified in this report, in an amount not to exceed \$750,000, for a three-year contract covering fiscal years 2006-07, 2007-08, and 2008-09, for on-call transportation modeling support.





**May 7, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer *ATL*  
**Subject:** Selection of Consultants for On-Call Transportation Modeling Support

**Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board of Directors approved consultant services for on-call transportation modeling support. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

**Recommendation**

Authorize the Chief Executive Officer to negotiate and execute agreements between the Orange County Transportation Authority and the firms identified in this report, in an amount not to exceed \$750,000, for a three-year contract covering fiscal years 2006-07, 2007-08, and 2008-09, for on-call transportation modeling support.

**Background**

The Orange County Transportation Authority (Authority) is responsible for providing technical support and data analysis using travel demand forecasting and operational models. Recent examples of major modeling projects supported by the section include the 2006 Long Range Transportation Plan, Master Plan of Arterial Highways, assistance to local agencies' traffic models, and support for Renewed Measure M project delivery efforts.

The implementation schedule for many projects requires quick turnaround to provide timely analytical information. The current staffing level requires supplemental consultant support services to adequately analyze technical issues and deliver products in a timely manner. The types of modeling professional services vary to such a degree that the contract will be designed to place firms under the specific categories for which they are most qualified. The categories include transportation model development, model conversion, model application,

## **Selection of Consultants for On-Call Transportation Modeling   Page 2 Support**

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operational model development and application, air quality modeling, and traffic data collection. This provides the Authority with the flexibility and assurance of multiple qualified firms for each service category. All work will be competitively issued through contract task orders, as required by project assignments.

### ***Discussion***

This procurement was handled in accordance with the Authority's procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services; therefore, the requirement was handled as a competitive negotiated procurement. Award is recommended to the firms offering the most effective overall proposals considering such factors as staffing, prior experience with similar projects, approach to the requirement, and technical expertise in the field.

The project was advertised on March 1 and March 3, 2007, in a newspaper of general circulation. A Request for Proposals (RFP) was sent on March 1, 2007, to 679 firms registered on CAMMNET. A pre-proposal meeting was held on March 5, 2007, and was attended by five firms. An addendum to the RFP was issued on March 8, 2007.

On March 26, 2007, 12 offers were received. An evaluation committee composed of staff from Planning and Analysis, Contracts Administration and Materials Management, and Finance, Administration, and Human Resources was established to review all offers submitted. The offers were evaluated on the basis of qualifications of the firm, staffing and project organization, cost and price, and completeness of response. Based on their findings, the evaluation committee recommended all 12 firms for consideration of an award. The firms are as follows:

#### Firm and Location

Austin-Foust Associates, Inc.  
Santa Ana, California

Caliper Corporation  
Newton, Massachusetts

CLR Analytics  
Irvine, California

**Selection of Consultants for On-Call Transportation Modeling Page 3  
Support**

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EarthTech  
Long Beach, California

Fehr & Peers Associates, Inc.  
Irvine, California

Katz, Okitsu & Associates  
Tustin, California

LSA Associates  
Fort Collins, Colorado

Meyer Mohaddes Associates, Inc.  
Long Beach, California

PB Americas, Inc.  
Orange, California

Southland Car Counters, Inc.  
Orange, California

Urban Crossroads, Inc.  
Irvine, California

Warner Transportation Consulting, Inc.  
Northampton, Massachusetts

These 12 firms are recommended for award after the evaluation committee discussed the strengths and weaknesses of each proposal and interviews were conducted. Each proposal was scored according to criteria set forth in the RFP.

**Fiscal Impact**

This project was approved in the Authority's Fiscal Year (FY) 2006-07 Budget, Development Division, Account 0010, and the first year is funded through Measure M. The funding source for the second and third years of the contract term will be determined during the FY 2007-08 and FY 2008-09 budgeting process.

**Selection of Consultants for On-Call Transportation Modeling Page 4  
Support**

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***Summary***

Based on the information provided, staff recommends award of agreements to the 12 firms identified above to provide on-call transportation modeling support, in an amount not to exceed \$750,000, over the entire three-year contract.

***Attachment***

None.

**Prepared by:**



Anup Kulkarni  
Section Manager II, Regional Modeling  
(714) 560-5867

**Approved by:**



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





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Cooperative Agreement with South County Senior Services for the Provision of Adult Day Healthcare Transportation

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0689 between the Orange County Transportation Authority and South County Senior Services, in an amount not to exceed \$455,000, for the provision of adult day healthcare transportation through June 30, 2009, with three one-year option terms.





***April 26, 2007***

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreement with South County Senior Services  
for the Provision of Adult Day Healthcare Transportation

### ***Overview***

Since May 2000, South County Senior Services has been responsible for providing transportation to a group of ACCESS riders attending their adult day healthcare program under a cost sharing agreement with the Orange County Transportation Authority. A new cooperative agreement is required to reestablish roles, responsibilities, and process to continue this cost sharing arrangement.

### ***Recommendation***

Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0689 between the Orange County Transportation Authority and South County Senior Services, in an amount not to exceed \$455,000, for the provision of adult day healthcare transportation through June 30, 2009, with three one-year option terms.

### ***Background***

The South County Adult Day Healthcare Center (ADHC) is owned and operated by South County Senior Services (SCSS). SCSS provides a variety of services to seniors in south Orange County including non-emergency medical transportation, congregate meal programs, meals on wheels, case management, and, under agreements with certain cities, operation of Senior Mobility Program transportation.

The Orange County Transportation Authority (Authority) and SCSS established a cost sharing agreement in 2000 in which SCSS provides transportation services for ACCESS-eligible clients traveling to the SCSS adult day healthcare program. This partnership between the Authority and SCSS has been advantageous to both parties and supports the paratransit growth

management strategy to coordinate with other agencies to provide alternative transportation resources.

***Discussion***

The current agreement with SCSS expires June 30, 2007, and it is now necessary to execute a new contract to continue this cost sharing arrangement (Attachment A). Under the terms of the new agreement, the Authority will provide an 80 percent operating subsidy of \$16.96 to SCSS for trips provided to ACCESS eligible individuals. SCSS anticipates providing approximately 13,000 trips per year. Using the \$21.55 per trip cost for ACCESS, this represents a savings to the Authority of more than \$114,000 during the initial term of the contract (Attachment B). Moving these clients to services provided by SCSS also helps free ACCESS vehicle capacity during peak service hours.

**Fiscal Impact**

The project is included in the Authority's proposed Fiscal Year 2007-08 Budget, Operations Division, Account 2131-7311-D1208-8T6, and is funded through the Local Transportation Fund.

***Summary***

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement C-7-0689 in the amount of \$455,000, with South County Senior Services.

***Attachments***

- A. South County Senior Services Cooperative Agreement C-7-0689 Fact Sheet
- B. Operating Subsidy for ADHC Transportation Agreement C-7-0689 with South County Senior Services

**Prepared by:**



Dana Wiemiller  
Community Transportation Coordinator  
(714) 560-5718

**Approved by:**



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

**ATTACHMENT A**

**South County Senior Services  
Cooperative Agreement C-7-0689 Fact Sheet**

1. May 14, 2007, Agreement C-7-0689, \$455,000, pending approval by Board of Directors.
  - Authority provides funding to SCSS to operate transportation for South County Adult Day Healthcare program attendees with ACCESS eligibility.
  - Term of agreement July 1, 2007 through June 30, 2009, with three one-year option terms.

Total committed to South County Senior Services, Agreement C-7-0689: \$455,000.



**Operating Subsidy for ADHC Transportation  
Agreement C-7-0689 with South County Senior Services**

	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	Totals
Trips (one-way)	13,000	13,390	13,792	14,206	14,632	69,020
Total cost @ \$21.20	\$275,600	\$283,868	\$292,390	\$301,167	\$310,198	\$ 1,463,224
CPI @ 3% per year*		\$8,516	\$8,772	\$9,035	\$9,306	\$ 35,629
	\$275,600	\$292,384	\$301,162	\$310,202	\$319,504	\$ 1,498,853
OCTA subsidy @ 80%						
SCSS subsidy @ 20%						
<b>Program Total</b>						
Estimated ACCESS cost @ \$21.55/trip	\$280,150	\$288,555	\$297,218	\$306,139	\$315,320	\$1,487,381
Estimated Savings to ACCESS	\$59,670	\$54,647	\$56,288	\$57,978	\$59,716	<b>\$288,299</b>

\*By adding in a 3% per year growth factor, additional funds are programmed for increases in ridership or trip costs

\*\*NOTE: Italicized amounts are projections for option years; amounts have not been approved by OCTA Board







BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup>Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Cooperative Agreement with Regional Center of Orange County

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 4 to Cooperative Agreement C-3-0185 between the Orange County Transportation Authority and Regional Center of Orange County, exercising the fourth and final option year, to share the cost of ACCESS transportation provided to Regional Center consumers.





***April 26, 2007***

**To:** Transit Planning and Operations Committee

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

**Subject:** Amendment to Cooperative Agreement with Regional Center of Orange County

***Overview***

On April 28, 2003, the Orange County Transportation Authority entered into a cooperative agreement with the Regional Center of Orange County formalizing an arrangement to share the cost of providing the ACCESS services to Regional Center consumers. The current agreement expires on June 30, 2007.

***Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 4 to Cooperative Agreement C-3-0185 between the Orange County Transportation Authority and Regional Center of Orange County, exercising the fourth and final option year, to share the cost of ACCESS transportation provided to Regional Center consumers.

***Background***

The Regional Center of Orange County (RCOC) is responsible under the Lanterman Act, to assist people with developmental disabilities and their families in securing services and support which maximize opportunities for quality living and integration into the community. As part of these services, the RCOC is also responsible for arranging and purchasing transportation for their consumers. The RCOC purchases a variety of transportation for consumers including Orange County Transportation Authority (Authority) fixed route passes, Americans with Disabilities Act (ADA) complementary paratransit service (ACCESS), and privately contracted paratransit services. Currently, nearly 900 RCOC consumers receive ACCESS service, which accounts for approximately one-third of all ACCESS trips provided.

***Discussion***

Under the ADA, the Authority can charge a higher fare to social service agencies or other organizations for trips guaranteed to the organization. Initially, the RCOG and the Authority agreed on a rate of \$4.50 per trip with an annual Consumer Price Index (CPI) adjustment. This agreement has been amended previously (Attachment A). Using the CPI increase, the new rate for service provided to RCOG consumers during fiscal year 2007-08 will be \$5.16.

**Fiscal Impact**

The estimated revenue associated with Amendment No. 4 to Cooperative Agreement C-3-0185 will be included in the Authority's revenue projections for the proposed Fiscal Year 2007-08 Budget, Transit Division/Community Transportation Services, Account 2131-5246-A1004-APC.

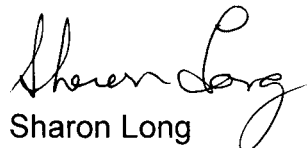
***Summary***

The Authority has a Cooperative Agreement with the Regional Center of Orange County to provide ACCESS trips to Regional Center consumers. The current agreement expires June 30, 2007. Staff recommends approval of Amendment No. 4, to Cooperative Agreement C-3-0185 with the Regional Center of Orange County.

***Attachment***

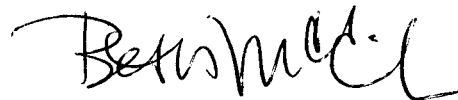
- A. Regional Center of Orange County Cooperative Agreement  
C-3-0185 Fact Sheet

**Prepared by:**



Sharon Long  
Community Transportation Coordinator  
(714) 560-5593

**Approved by:**



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

## **ATTACHMENT A**

### **Regional Center of Orange County Cooperative Agreement C-3-0185 Fact Sheet**

1. April 28, 2003, Cooperative Agreement C-3-0185, approved by Board of Directors.
  - Provision of ACCESS transportation to Regional Center of Orange County consumers traveling to and from day programs.
  - Under the Cooperative Agreement, the Authority provides approved Regional Center consumers with a premium paratransit service in return for a higher one-way fare.
  - The one-way fare for fiscal year 2003-04 will be \$4.50 for each trip provided or valid no show.
  - No maximum obligation for the reimbursement to Authority since all trips will be reimbursed if properly approved in advance by Regional Center for each consumer/passenger carried; estimated revenue to Authority is \$1,242,000.
2. April 26, 2004, Amendment No. 1 to Cooperative Agreement C-3-0185, approved by Board of Directors.
  - Exercise the first option year, extending the term through June 30, 2005
  - The one-way fare for fiscal year 2004-05 increased 2.6 percent, or \$.12, to \$4.62 for each trip provided for valid no show based on the change in the Consumer Price Index from 2002 to 2003.
  - No maximum obligation for the reimbursement to Authority since all trips will be reimbursed if properly approved in advance by Regional Center for each consumer/passenger carried; estimated revenue to Authority is \$1,617,000.
3. March 28, 2005, Amendment No. 2 to Cooperative Agreement C-3-0185, approved by Board of Directors.
  - Exercise the second option year, extending the term through June 30, 2006.
  - The one-way fare for fiscal year 2005-06 will increase 3.3 percent, or \$.15 to \$4.77 for each trip provided or valid no show based on the change in the Consumer Price Index from 2003 to 2004.
  - No maximum obligation for the reimbursement to Authority since all trips will be reimbursed if properly approved in advance by Regional Center for each consumer/passenger carried; estimated revenue to Authority is \$1,721,000.
4. March 28, 2006, Amendment No. 3 to Cooperative Agreement C-3-0185, approved by Board of Directors.
  - Exercise the third option year, extending the term through June 30, 2007.

- The one-way fare for Fiscal Year 2006-07 will increase 4.7 percent or \$.22 to \$4.99 for each trip provided or valid no show based on the change in the Consumer Price Index from March 2005 to March 2006.
  - No maximum obligation for the reimbursement to Authority since all trips will be reimbursed if properly approved in advance by Regional Center for each consumer/passenger carried; estimated revenue to Authority is \$1,400,000.
5. April 9, 2007, Amendment No. 4 to Cooperative Agreement C-3-0185, pending approval by Board of Directors.
- Exercise the fourth option year, extending the term through June 30, 2008.
  - The one-way fare for Fiscal Year 2007-08 will increase 3.5 percent or \$.17 to \$5.16 for each trip provided or valid no show based on the change in the Consumer Price Index from July 2006 to December 2006.
  - No maximum obligation for the reimbursement to Authority since all trips will be reimbursed if properly approved in advance by Regional Center for each consumer/passenger carried; estimated revenue to Authority is \$2,167,200.

Total estimated reimbursement to the Authority from Regional Center of Orange County, Cooperative Agreement C-3-0185: \$8,147,200.





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Cooperative Agreement with Orange County ARC for Provision of ACCESS Transportation

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0693 between the Orange County Transportation Authority and Orange County ARC, in an amount not to exceed \$892,000, for transportation of Regional Center of Orange County consumers traveling to the Orange County ARC day program.





**April 26, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreement with Orange County ARC for Provision of ACCESS Transportation

### **Overview**

The Orange County Transportation Authority proposes to enter into a cooperative agreement with Orange County ARC. A cooperative agreement is required to reestablish roles, responsibilities, and process for alternative transportation for Regional Center of Orange County consumers traveling to and from the Orange County ARC day program. The current agreement will expire June 30, 2007.

### **Recommendation**

Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0693 between the Orange County Transportation Authority and Orange County ARC, in an amount not to exceed \$892,000, for transportation of Regional Center of Orange County consumers traveling to the Orange County ARC day program.

### **Background**

In March 2005, the Orange County Transportation Authority (Authority) Board of Directors approved a cooperative agreement with Orange County ARC (OCARC) to conduct a demonstration program to provide an operating subsidy to ACCESS eligible, Regional Center of Orange County (RCOC) consumers traveling to and from the OCARC day program. Under the agreement, consumers would be moved from ACCESS service to an alternative transportation provider at a lower cost per trip to the Authority.

The initial agreement provided an operating subsidy for up to 80 OCARC consumers. Presently, 38 consumers are being transported under the current subsidy agreement. It is anticipated that all 80 consumers will be transferred to the alternative provider by July 1, 2007.

***Discussion***

The current agreement with OCARC expires June 30, 2007, and it is now necessary to execute a new contract to continue this cost sharing arrangement (Attachment A). Under the terms of the new agreement, the Authority will provide an operating subsidy of \$10.93 to OCARC for trips provided to ACCESS eligible individuals being transported by Western Transit Systems, Inc. Based on the current ACCESS per trip cost of \$21.55, it is anticipated that this agreement will provide a cost savings to the Authority of more than \$866,000 through the initial term of the agreement (Attachment B). Moving OCARC consumers from ACCESS to Western Transit Systems would free ACCESS vehicle capacity during peak service hours. In addition, this program supports the Paratransit Growth Management strategy to coordinate with other agencies to develop cost-effective, alternative transportation resources.

**Fiscal Impact**

This project is included in the Authority's Fiscal Year 2007-08 Budget, Transit Division/Community Transportation Services, Account 2131-7831-D1208-33M, funded through the Local Transportation Fund.

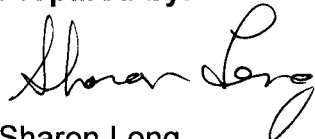
***Summary***

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement C-7-0693 in the amount of \$892,000, with Orange County ARC.

***Attachments***

- A. Orange County ARC Agreement C-7-0693 Fact Sheet
- B. Operating Subsidy for Cooperative Agreement C-7-0693 with Orange County ARC

**Prepared by:**



Sharon Long  
Community Transportation Coordinator  
(714) 560-5593

**Approved by:**



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

**ATTACHMENT A**

**Orange County ARC  
Agreement C-7-0693 Fact Sheet**

1. April 23, 2007, Agreement C-7-0693, \$892,000, pending approval by the Board of Directors.
  - To provide alternative transportation for ACCESS-eligible, Regional Center of Orange County consumers traveling to and from the Orange County ARC day program.
  - The term of Agreement C-7-0693 is July 1, 2007 through June 30, 2009, with three one-year option terms.

Total committed to Orange County ARC, Agreement C-7-0693: \$892,000.



**Operating Subsidy for Cooperative  
Agreement C-7-0693 with Orange County ARC**

	<b>FY 07/08</b>	<b>FY 08/09</b>	<b>FY 09/10</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>Totals</b>
Trips (one-way)	40,800	40,800	40,800	40,800	40,800	204,000
Total cost @ \$15.62	\$637,296	\$637,296				\$ 1,274,592
FY09/10 cost @ \$16.17*			\$659,736			\$ 659,736
FY10/11 cost @ \$16.73*				\$682,584		\$ 682,584
FY11/12 cost @ 17.31*					\$706,248	\$ 706,248
<b>Total program cost</b>	<b>\$637,296</b>	<b>\$637,296</b>	<b>\$659,736</b>	<b>\$682,584</b>	<b>\$706,248</b>	<b>\$ 3,323,160</b>
OCTA subsidy @ 70%	\$445,944	\$445,944	\$461,815	\$477,809	\$494,374	\$2,325,886
OCARC subsidy @ 30%	\$191,352	\$191,352	\$197,921	\$204,775	\$211,874	\$997,274
<b>Program Total</b>	<b>\$637,296</b>	<b>\$637,296</b>	<b>\$659,736</b>	<b>\$682,584</b>	<b>\$706,248</b>	<b>\$3,323,160</b>
Estimated ACCESS cost @ \$21.55/trip	\$879,240	\$879,240	\$879,240	\$879,240	\$879,240	\$4,396,200
Savings to ACCESS @ higher subsidy	\$433,296	\$433,296	\$417,425	\$401,431	\$384,866	<b>\$2,070,314</b>

\*Estimated CPI Adjustment of 3.5% each option year to accommodate increases in trip costs

\*\*NOTE: Italicized amounts are projections for option years; amounts have not been approved by OCTA Board







BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Cooperative Agreement with Riverside Transit Agency to Jointly Fund Intercounty Route 149

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement C-6-0283 between the Orange County Transportation Authority and Riverside Transit Agency, in an amount not to exceed \$199,000, to jointly fund Route 149, an intercounty express service, from July 1, 2007, through June 30, 2008.





**April 26, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Cooperative Agreement with Riverside Transit Agency to Jointly Fund Intercounty Route 149

### **Overview**

On April 24, 2006, the Board of Directors approved a cooperative agreement with Riverside Transit Agency to jointly fund Route 149, an intercounty express service operating daily between Riverside County and Orange County. The current agreement expires on June 30, 2007. The first option year is required to continue through June 30, 2008.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement C-6-0283 between the Orange County Transportation Authority and Riverside Transit Agency, in an amount not to exceed \$199,000, to jointly fund Route 149, an intercounty express service, from July 1, 2007 through June 30, 2008.

### **Background**

Since 1990, the Orange County Transportation Authority (Authority) has partnered with the Riverside Transit Agency (RTA) to jointly fund the operation of Route 149, a daily intercounty express service for bus riders traveling between Riverside and Orange counties. Under the current agreement, the Authority provides 30 percent of the operating funds for Route 149, or \$199,000 of the \$665,000 cost.

The agreement with RTA established the level of service, a joint funding arrangement, and requirements for National Transit Database reporting. The cost sharing arrangement is based on revenue hours, with the Authority contributing 30 percent of the revenue hours from the Riverside County line to The Village at Orange (Attachment B). Connections to a number of other Authority bus routes are available at The Village at Orange.

***Discussion***

RTA currently directly operates Route 149. Amendment No. 1 is required to extend Cooperative Agreement C-6-0283 through June 30, 2008, with a maximum obligation of \$199,000. The Authority reports Route 149's directional, revenue and passenger miles traveled within Orange County and funded by the Authority, as Fixed Guideway through the National Transit Database (NTD) reporting process required by the Federal Transit Administration (FTA). This reporting mechanism is utilized by the FTA to determine the federal Section 5307 formula apportionment, and the federal Section 5309 Fixed Guideway Modernization component. With the reporting of Route 149, the Authority will receive additional federal funds.

**Fiscal Impact**

The work described in Amendment No. 1 to Cooperative Agreement C-6-0283 is included in the proposed Fiscal Year 2007-08 Budget, Transit Division, Community Transportation Services, Account 2131-7831-D4804-AJ5, and is funded through the Local Transportation Fund.

***Summary***

Staff recommends approval of Amendment No. 1, in the amount of \$199,000, to Cooperative Agreement C-6-0283 with Riverside Transit Agency to allow joint funding of Route 149 through June 30, 2008.

***Attachments***

- A. Riverside Transit Agency Cooperative Agreement C-6-0283 Fact Sheet
- B. Route Map 149 Downtown Terminal to Village at Orange

**Prepared by:**

  
Sharon Long  
Community Transportation Coordinator  
(714) 560-5593

**Approved by:**

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

**ATTACHMENT A**

**Riverside Transit Agency  
Cooperative Agreement C-6-0283 Fact Sheet**

1. April 24, 2006, Cooperative Agreement C-6-0283, \$220,000, approved by Board of Directors.
  - Cooperative agreement to jointly fund Route 149, an intercounty express service operating daily between Riverside County and Orange County.
  - Increase in cost based on increased labor costs as well as going from contract operated to directly operated. No increase in service hours.
2. May 14, 2007, Amendment No. 1 to Cooperative Agreement C-6-0283, \$199,000, pending approval by Board of Directors.
  - Exercise option year No. 1 to continue the joint agreement through June 30, 2008.

Total committed to Riverside Transit Agency, Cooperative Agreement C-6-0283: \$419,000.

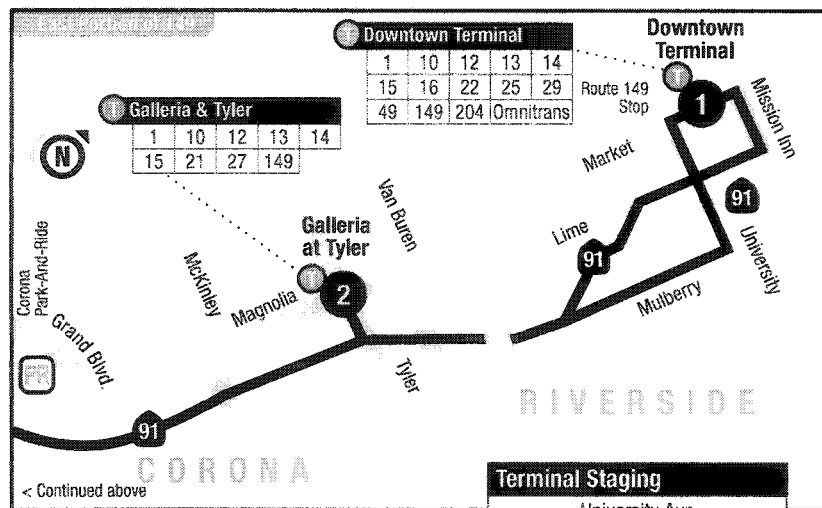
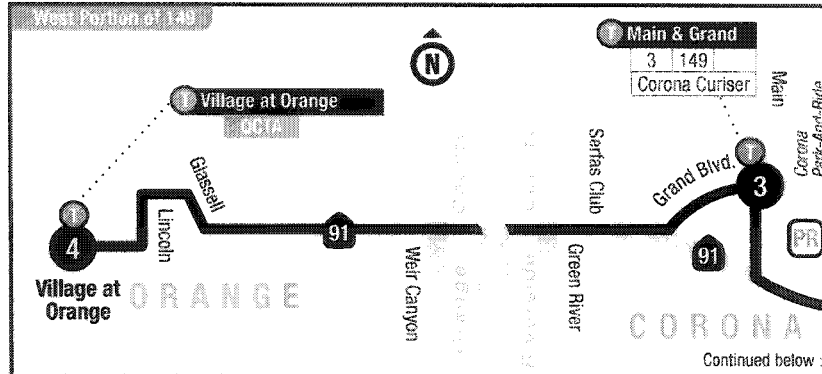


# 149 Downtown Terminal to Village at Orange

Information Center  
1-800-801-7821  
www.riversidetransit.com

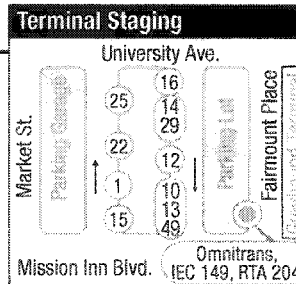
Routing and timetables subject to change.

**Also serving:** Riverside, The Galleria at Tyler, Corona, and Village at Orange, Orange County. **No service on the following holidays:** Thanksgiving Day or Christmas Day. **Sunday service on the following holidays:** New Year's Day, Memorial Day, Independence Day, and Labor Day.



## Legend | Map not to scale

- Time and/or Transfer Point
- Transfer Point and Information
- Inset Map
- Park-And-Ride









BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Amendment to Agreement for Provision of Same-Day Taxi Service

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-2376 to exercise the second option year between the Orange County Transportation Authority and Yellow Cab of Greater Orange County, in an amount not to exceed \$169,725, for the provision of same-day taxi service.





**April 26, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Provision of Same-Day Taxi Service

### **Overview**

On November 24, 2004, the Board of Directors approved an agreement with Yellow Cab of Greater Orange County, in the amount of \$141,437, to provide same-day taxi service for ACCESS eligible customers. Board approval is required to exercise the second option year.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-2376 to exercise the second option year between the Orange County Transportation Authority and Yellow Cab of Greater Orange County, in an amount not to exceed \$169,725, for the provision of same-day taxi service.

### **Background**

When the Board of Directors adopted the Paratransit Growth Management Implementation Plan in October 2004, staff was directed to develop a service plan for a same-day taxi service. A Request for Proposals (RFP) was issued and the contracts were awarded to two taxi companies, Yellow Cab of Greater Orange County (Yellow Cab) and A Taxi. A Taxi was not able to meet the insurance requirements set forth in the agreement. The program continued with one provider, Yellow Cab. The second year of the agreement with Yellow Cab will expire June 30, 2007.

The Board of Directors approved implementation of the same-day taxi service to mitigate possible negative impacts of certain growth management strategies that were implemented on July 1, 2005, such as restricting the service area to within a three-quarter mile corridor of fixed route service and eliminating same-day medical back-up trips. This service is only available to individuals who qualify for ACCESS service under the Americans with Disabilities Act

(ADA). Because the service is available on a same-day basis only, it exceeds the minimum ADA requirements which prescribe certain operating criteria for complementary paratransit service be available on an advance reservation basis.

### ***Discussion***

The operating plan for the same-day taxi service provides specific service parameters which include a maximum of 60 trips per day. Under this program, an individual with ADA eligibility contacts the ACCESS reservation center to request a same-day taxi trip. The reservation center confirms the individual's eligibility, schedules the trip, and relays the trip information to Yellow Cab. When the individual boards the taxi, the regular ACCESS fare of \$2.25 is collected. The Orange County Transportation Authority (Authority) subsidizes the next \$7.75 of the cost of the trip. The rider's initial fare and the Authority's subsidy total \$10, which pays for the cost of approximately a two and half mile trip. If the trip is longer and the meter shows more than a \$10 fare at the destination, the customer is required to pay the taxi operator any amount that exceeds \$10. Fares are generally quoted to customers prior to them taking the trip to alleviate confusion.

This service began as a pilot program for the Authority so that ridership and cost savings could be measured. Ridership is approximately 1,300 passengers per month, with 6,088 same-day taxi trips booked during the first six months of fiscal year 2006-07. Based on the Authority's current average cost per trip on ACCESS of \$21.55, this represents an estimated savings of \$75,000. Of the 6,088 trips, 4 percent or 1,612 trips were booked by individuals whose origin or destination was beyond the three-quarter mile fixed-route corridor.

### **Fiscal Impact**

The same-day taxi program was approved in the Authority's Fiscal Year 2007-08 Budget, Community Transportation Services Department/Operations Division, Account 2131-7311-D1208-33H, and is funded through the Local Transportation Fund.

### ***Summary***

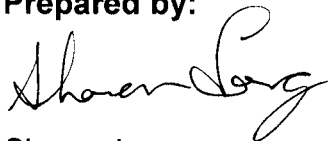
A same-day taxi program was implemented in November 2004 as part of the Paratransit Growth Management Plan. The current contract for this service will end on June 30, 2007. An amendment to the contract is required to continue the program. Staff requests approval to execute Amendment No. 2 to

Agreement C-5-2376, in the amount of \$169,725, with Yellow Cab of Greater Orange County.

***Attachment***

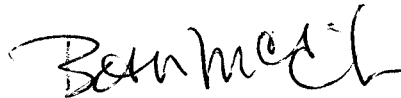
- A. Yellow Cab of Greater Orange County Agreement C-5-2376 Fact Sheet

**Prepared by:**



Sharon Long  
Community Transportation Coordinator  
(714) 560-5367

**Approved by:**



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



**Yellow Cab of Greater Orange County  
Agreement C-5-2376 Fact Sheet**

1. November 24, 2004, Agreement C-5-2376, \$141,437, approved by the Board of Directors.
  - Provide non-ADA same-day taxi service to ACCESS eligible riders.
2. May 22, 2006, Amendment No. 1 to Agreement C-5-2376, \$158,410, approved by the Board of Directors.
  - Exercise the first option year.
  - Increase the maximum daily bookings from 56 to 60.
3. April 23, 2007, Amendment No. 2 to Agreement C-5-2376, \$169,725, pending approval by the Board of Directors.
  - Exercise the second option year

Total committed to Yellow Cab of Greater Orange County, Agreement C-5-2376: \$469,572.







BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Agreement for Janitorial Services

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-6-0868 between the Orange County Transportation Authority and Diamond Contract Services, Inc., in an amount not to exceed \$1,100,000, which includes \$72,000 for employee health insurance coverage, for janitorial services at Orange County Transportation Authority owned facilities for a one-year period with four one-year options.





**April 26, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Agreement for Janitorial Services

### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board approved procurement of janitorial services for all Orange County Transportation Authority owned facilities. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-6-0868 between the Orange County Transportation Authority and Diamond Contract Services, Inc., in an amount not to exceed \$1,100,000, which includes \$72,000 for employee health insurance coverage, for janitorial services at Orange County Transportation Authority owned facilities for a one-year period with four one-year options.

### **Background**

Janitorial services will be provided at four of the five Orange County Transportation Authority (Authority) owned large bus maintenance and operations bases, and eight transit centers and Park-N-Ride facilities throughout Orange County. These facilities require janitorial services on a daily basis. The Authority requires the vendor to furnish a qualified labor force sufficient in number to complete all specified requirements in the prescribed time and to furnish all materials and equipment to perform these services.

### **Discussion**

This procurement was handled in accordance with the Authority's procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Therefore, the

requirement was handled as a competitive negotiated procurement. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar projects, approach to the requirement, and technical expertise in the field.

The project was advertised on January 8 and January 15, 2007, in a newspaper of general circulation, and on CAMMNET. A pre-proposal meeting was held on January 16, 2007, and was attended by nine contractors.

On February 14, 2007, seven offers were received. An evaluation committee composed of staff from Contract Administration and Materials Management, Facility Maintenance, Maintenance, and Safety/Environmental Compliance was established to review all offers submitted. The offers were evaluated on the basis of qualifications, proposed staffing, work plan, and price. The proposal evaluation committee reviewed the seven offers and short-listed to three firms: Corporate Building Services, Inc., Diamond Contract Services, Inc. (Diamond), and Empire Building and Environmental Services, Inc. The three firms were interviewed by the evaluation committee on March 6, 2007.

The evaluation committee agreed that the three firms were well qualified and have experience performing similar work. However, Diamond had the highest overall evaluation score due to their superior work plan, a more complete understanding of the work required by the Authority, a better plan for scheduling workers, and they offered the lowest hourly rate to the Authority.

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

Firm and Location

Diamond Contract Services, Inc.  
Burbank, California

As part of this procurement, the health insurance incentive program, approved by the Board of Directors in November 2006, was offered to contractors who provided health insurance to their employees. The incentive program allows for up to 10 additional points in the cost and price category if a minimum level of health insurance coverage is provided. This incentive is voluntary and contractors are not obligated to provide employee health insurance in order to submit an offer. Of the short-listed firms, Corporate Building Services, Inc., and Diamond proposed to offer health insurance to their employees. The health insurance coverage offered by Corporate Building Services, Inc. and Diamond meet the minimum health insurance limits adopted by the Board of Directors. The cost to provide this health insurance benefit by Diamond will be \$72,000 per year.

The overall cost to the Authority by choosing Diamond is approximately 35 percent greater than the other short-listed firms and 20 percent greater than Diamond currently is charging the Authority as the incumbent. The reason Diamond's overall cost to the Authority is so much higher than the other short-listed firms is primarily due to the allocation of labor offered. Diamond is offering approximately 70 percent more labor than Corporate Building Services, Inc. and 40 percent more than Empire Building and Environmental Services, Inc., for basic janitorial services.

There are a number of reasons Diamond is increasing the total cost by 20 percent over the previous year. The Authority requested in the latest Scope of Work to service the Transportation Centers and Park-N-Rides four times per day, rather than twice, as is currently done. The cost for this addition adds over \$100,000 per year to the janitorial contract, accounting for more than half of the increase. In addition, the Authority has added a task of a complete cleaning to all surfaces and equipment found above eight-feet high on a once or twice per year basis. Currently janitorial service was limited to everything under eight-feet high. Finally, office and bay door windows have been requested to be cleaned more frequently.

#### **Fiscal Impact**

The project was approved in the Authority's Fiscal Year 2006-07 Budget, Transit Division, Maintenance Department, Account 2166-7615, and is funded through the Local Transportation Fund.

#### **Summary**

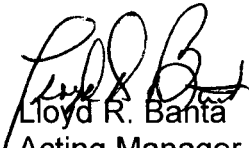
Staff recommends award of Agreement C-6-0868 to Diamond Contract Services, Inc., in an amount not to exceed \$1,100,000, for janitorial services at all Authority owned facilities for a one-year period with four one-year options.

---

***Attachment***

None.

**Prepared by:**



Lloyd R. Banta  
Acting Manager, Maintenance  
(714) 560-5975

**Approved by:**



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





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Agreement for Landscaping Services

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-7-0061 between the Orange County Transportation Authority and RGS Services, Inc., in an amount not to exceed \$91,620, to provide landscaping services at all Orange County Transportation Authority owned facilities for a one-year period, with four one-year options.





**April 26, 2007**

**To:** Transportation Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Agreement for Landscaping Services

### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board approved landscaping services for all Orange County Transportation Authority owned facilities. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-7-0061 between the Orange County Transportation Authority and RGS Services, Inc., in an amount not to exceed \$91,620, to provide landscaping services at all Orange County Transportation Authority owned facilities for a one-year period, with four one-year options.

### **Background**

The Orange County Transportation Authority (Authority) operates five bus bases and provides service from eight transportation centers and park-and-ride facilities. These facilities require landscape and irrigation maintenance services on a weekly basis. Professional landscaping services include, but are not limited to, mowing, trimming, pruning, watering, fertilizing, weed controlling, cultivation, pest control, and cleanup. Irrigation services include the maintenance of the operation systems, adjustments, and minor repairs.

### **Discussion**

This procurement was handled in accordance with the Authority's procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Therefore, the requirement was handled as a competitive negotiated procurement. Award is

recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar projects, approach to the requirement, and technical expertise in the field.

The project was advertised on January 30 and February 6, 2007, in a newspaper of general circulation, and on CAMMNET. A pre-proposal meeting was held on February 8, 2007, and was attended by three vendors.

On February 28, 2007, two offers were received. An evaluation committee composed of staff from Contract Administration and Materials Management and Facilities Maintenance was established to review all offers submitted. The offers were evaluated on the basis of the qualifications of the firm, proposed staffing and project organization, approach to operations, and cost and price. Based on their findings, the evaluation committee recommends the following firm for consideration of an award:

Firm and Location

RGS Services, Inc.  
Anaheim, California

RGS Services, Inc., provided an excellent list of qualifications with over 24 years of experience and an impressive list of clients, both public and private. They proposed a superior list of highly qualified management and staff dedicated to our contract. RGS Services, Inc., provided an excellent work plan detailing the company's tightly controlled safety program, proactive approach to start-up, preplanned annual work schedule, irrigation system preventive maintenance program, annual chemical and fertilization calendar, and statistical quality control measurements. All of this evidence was compelling enough to warrant the recommendation of this evaluation committee.

**Fiscal Impact**

The project was approved in the Authority's Fiscal Year 2006-07 Budget, Transit Division, Maintenance Department, Account 2166-7611, and is funded through the Local Transportation Fund.

**Summary**

Staff recommends award of Agreement C-7-0061, to RGS Services, Inc., in an amount not to exceed \$91,620, for landscaping services at all Authority owned facilities for a one-year period, with four one-year options.

**Attachment**

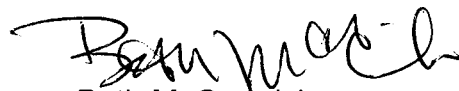
None.

**Prepared by:**



Lloyd R. Banta  
Acting Manager, Maintenance  
(714)-560-5975

**Approved by:**



Beth McCormick  
Acting General Manager, Transit  
(719)-560-5964





BOARD COMMITTEE TRANSMITTAL

May 14, 2007

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Agreement for Bus Cleaning and Environmental Control Services

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-6-0854 between the Orange County Transportation Authority and Corporate Image Maintenance, in an amount not to exceed \$525,000, to provide bus cleaning and environmental control services for directly operated fixed route buses, and company equipment assigned vehicles, for a one-year period with two one-year options.





***April 26, 2007***

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Agreement for Bus Cleaning and Environmental Control Services

### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board approved bus cleaning and environmental control services. Offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-6-0854 between the Orange County Transportation Authority and Corporate Image Maintenance, in an amount not to exceed \$525,000, to provide bus cleaning and environmental control services for directly operated fixed route buses, and company equipment assigned vehicles, for a one-year period with two one-year options.

### **Background**

Transit buses routinely require pesticide application services to effectively control pests. Historically, the Orange County Transportation Authority's (Authority) pest management program consisted of contractor services for licensed application of pesticides, placement of bait, and detail cleaning. Detail cleaning is an important element of the program, providing both strategies for pest prevention, as well as removal of chemical residue that often follows spraying and fogging. The subject agreement provides for scheduled pesticide/bait application four times per year and includes a complete interior detail cleaning after application for the Authority's fixed route buses. The pesticide application and cleaning is performed on weekends when maximum buses are available.

The contractor provides all supervision, equipment, labor, and materials to perform this service for detail interior cleaning of a 40-foot or 60-foot transit bus. The agreement also provides for supplemental tasks such as exterior

window hard water spot and calcium removal, applying window sealant, removal/replacement of window protectors on an as required basis, company equipment assigned (CEA) vehicles cleaning, and Orange County Fair bus cleaning.

***Discussion***

This procurement was handled in accordance with the Authority's procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Therefore, the requirement was handled as a competitive negotiated procurement. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar projects, approach to the requirement, and technical expertise in the field.

The project was advertised on January 8 and January 15, 2007, in a newspaper of general circulation, and on CAMMNET. A pre-proposal meeting was held on January 12, 2007, and was attended by seven contractors.

On February 12, 2007, four offers were received. An evaluation committee composed of staff from Contract Administration and Materials Management, Maintenance, and Facilities Maintenance was established to review all offers submitted. The offers were evaluated on the basis of qualifications, proposed staffing, and price.

The proposal evaluation committee reviewed the four offers and short-listed to two firms, Corporate Image Maintenance and Uniserve Facilities Corporation. The two firms were interviewed by the evaluation committee on March 8, 2007. The evaluation committee agreed that both firms were well qualified and have experience performing similar work. However, the committee decided that Corporate Image Maintenance had a more complete understanding of the extent of the work required by the Authority, and had a better plan for deploying workers to ensure that the vehicles are detailed and sprayed as required.

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

Firm and Location

Corporate Image Maintenance  
Santa Ana, California

As part of this procurement, the health insurance incentive program approved by the Board of Directors in November 2006, was offered to contractors who provided health insurance to their employees. The incentive program allows for up to ten additional points in the cost and price category if a minimum level of health insurance coverage is provided. This incentive is voluntary and contractors are not obligated to provide employee health insurance in order to submit an offer. None of the four firms submitting proposals for this service offered health insurance to their employees.

**Fiscal Impact**

The project was approved in the Authority's Fiscal Year 2006-07 Budget, Transit Division, Maintenance Department, Account 2166-7613, and is funded through the Local Transportation Fund.


**Summary**

Staff recommends award of Agreement C-6-0854 to Corporate Image Maintenance, in an amount not to exceed \$525,000, to provide bus cleaning and environmental control services for directly operated fixed route buses, and CEA vehicles, for a one-year period with two one-year options.

**Attachment**

None.

**Prepared by:**

  
Lloyd Banta  
Acting Manager, Maintenance  
(714) 560-5975

**Approved by:**

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





MEMO

May 8, 2007

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





*May 10, 2007*

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer *ATL*  
**Subject:** Update on Customer Information Center Contract

### **Overview**

The Orange County Transportation Authority's 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. The Board of Directors awarded a contract to Alta Resources on September 18, 2006. This report provides an update on the projected telephone call volumes and costs early in the initial term of the contract.

### **Recommendation**

Receive and file as an information item.

### **Background**

This is the first in a series of reports to the Orange County Transportation Authority (OCTA) Board of Directors in an effort to report on the Customer Information Center (CIC) contract consumption rate. The CIC provides transit information to callers with over 640,000 trip itineraries generated by the CIC operators. Customers receive bus schedules, route information, and general bus information by calling the (714) 636-RIDE, or 1-800-636-RIDE telephone numbers. Inquiries relative to Customer Relations, ACCESS paratransit service, freeway services, Rideshare, and Metrolink are transferred to the appropriate OCTA departments. The hours of CIC operation are as follows:

Weekdays: 5 A.M. – 10 P.M.  
Weekends: 7 A.M. – 7 P.M.  
Holidays: 8 A.M. – 5 P.M.

The customer information telephone call center is located in Brea, California. There are six full-time operators, of which three are bilingual, and 27 part-time

operators, of which 14 are bilingual. The pass sales function is staffed separately by three full-time employees, of which one is bilingual.

### **Discussion**

According to the contract, the following performance measures are required:

- Service Level - 90 percent of all calls are answered within two minutes
- Abandonment Rate - less than 5 percent of calls terminated by caller after the first 30 seconds

#### **Calendar Year 2007**

<b>Month</b>	<b>Service Level (90% or Greater)</b>	<b>Abandoned Call Percentage (Less than 5%)</b>
<b>January</b>	94%	4%
<b>February</b>	93%	4%
<b>March</b>	94%	4%

- No more than one complaint per 15,000 calls answered

#### **Calendar Year 2007**

<b>Month</b>	<b>Calls Handled</b>	<b>Compliments</b>	<b>Complaints</b>	<b>Complaints Per 15,000 Calls</b>
<b>January</b>	54,731	3	2	0.6
<b>February</b>	50,505	4	3	0.9
<b>March</b>	58,300	9	4	1.0

- Ride two hours on fixed route bus service -- all CIC staff members are required to ride the fixed route bus system a minimum of two hours per month to maintain familiarity

Each Alta Resources staff member completed the required two-hour fixed route bus service rides per month in the months of January, February, and March. Alta Resources has completed 100 percent of the requirement each month.

OCTA provides the CIC with the Hastinfo computer program to provide bus routing itineraries. In July 2005, the Board approved the CIC administering the Pass Sales and Reduced Fare Identification Card (RFID) programs. Orders for

bus passes and ACCESS fare coupons placed via OCTA's website, by mail, and telephone are fulfilled by CIC staff. Approximately 2,000 Pass Sales transactions are processed per month. Additionally, RFID cards are provided to qualified persons with disabilities, ACCESS eligible riders who utilize the fixed route bus system, senior citizens 65 years or older, and mobility trainers. Approximately 310 RFID cards are issued each month.

Alta Resources also provides the integrated voice response (IVR) telephone system technology which allows OCTA customers to speak with a live person or access information in both English and Spanish via touch-tone phones. Callers can listen to recorded information on fares, passes, the OCTA website's online trip planner, holiday schedules, how to ride the bus, the Riders' Alert Hotline, job opportunities, or opt to be routed to a department within OCTA. The information is updated periodically with new messages.

Call volume may vary depending on unforeseen factors beyond the control of OCTA. These factors may include, but are not limited to, seasonal conditions, OCTA service changes, economic conditions, increase or decrease in the level of bus service offered, or by the implementation of new services such as the Go Local or Bus Rapid Transit services in the future. Therefore, it is Alta Resources' responsibility to adjust and assign resources when needed to accommodate these changes and continue to meet the required service levels.

<b>CIC Calls Handled</b>		
Fiscal Year	Call Volume	% Change From Prior Year
FY 2003-04	648,132	N/A
FY 2004-05	625,667	-3%
FY 2005-06	619,045	-1%
FY 2006-07	Year to Date 500,524	N/A

The table below reflects the contractual terms with Alta Resources for the initial term and three one-year option terms.

<b>Alta Resources Agreement C-6-0461</b>	
Initial Contract Term 4.5 Years	1/1/2007 – 6/30/2011
3 One-Year Option Terms	7/1/2011 – 6/30/2014
Maximum Cumulative Obligation (Initial Contract Term Only)	\$6,917,366.00
Total Contract Cost to Date	\$389,454.70
Current Contract Balance	\$6,527,911.30

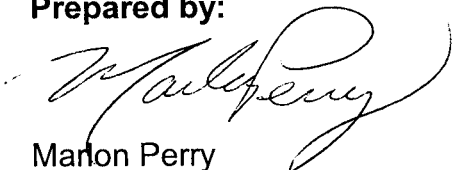
If call volumes remain consistent with the projections for the contract, the maximum cumulative obligation will be sufficient. However, with future call volume growth, the CIC costs could exceed the maximum cumulative obligation in 2011. A growth rate of 3.5 percent would exceed the contract budget by \$413,445; a growth rate of 5.0 percent would exceed the contract budget by \$659,402. Attachment A provides the projected costs of the CIC contract based on future growth. Attachment B provides historical CIC call volume.

**Summary**

Alta Resources' performance continues to meet or exceed contractual standards. OCTA staff will continue to monitor monthly telephone call volumes for unexpected changes in service levels. OCTA will also continue to meet monthly with Alta Resource staff to review service performance to ensure contract requirements are being met and will provide bi-annual reports to the OCTA Board of Directors.

**Attachments**

- A. Customer Information Center Contract Projected Cost
- B. Customer Information Center Historical Call Volume

**Prepared by:**

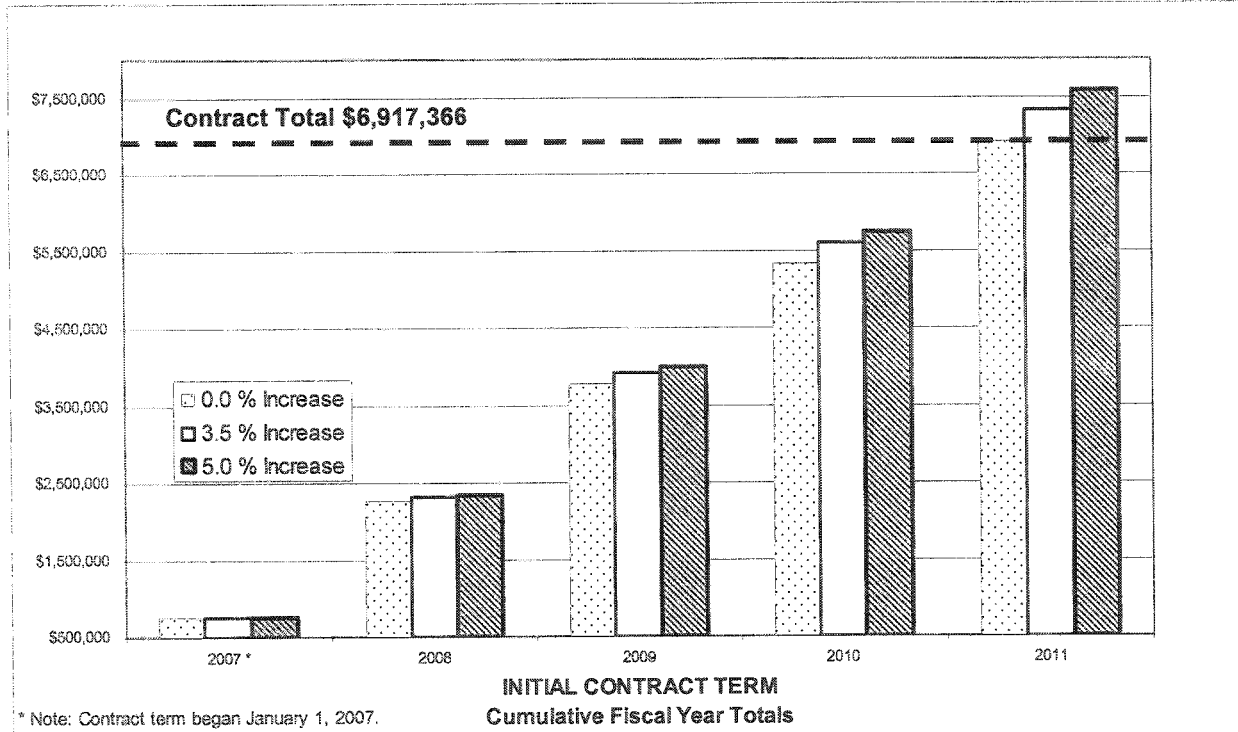
Marion Perry  
Manager, Customer Relations  
714-560-5566

**Approved by:**

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

# ATTACHMENT A

## CUSTOMER INFORMATION CENTER CONTRACT PROJECTED COST (ASSUMING VARIOUS CALL VOLUME GROWTH RATES)



### PROJECTED CONTRACT COSTS

Contract Year	Cost Per Year Based on 0.0% Growth **	Contract Balance:\$6,917,366
1st Year 18 months Ending FY 2008	\$2,264,390	\$4,652,976
2nd Year ending FY 2009	\$1,509,590	\$3,143,386
3rd Year ending FY 2010	\$1,555,997	\$1,587,389
4th Year ending FY 2011	\$1,587,389	0
<b>Total Cost</b>	<b>\$6,917,366</b>	

Contract Year	Cost Per Year Based on 3.5% Growth **	Contract Balance:\$6,917,366
1st Year 18 months Ending FY 2008	\$2,314,963	\$4,602,403
2nd Year ending FY 2009	\$1,614,773	\$2,987,630
3rd Year ending FY 2010	\$1,671,290	\$1,316,340
4th Year ending FY 2011	\$1,729,785	(\$413,445)
<b>Total Cost</b>	<b>\$7,330,811</b>	

Contract Year	Cost Per Year Based on 5.0% Growth **	Contract Balance:\$6,917,366
1st Year 18 months Ending FY 2008	\$2,337,574	\$4,579,792
2nd Year ending FY 2009	\$1,661,917	\$2,917,875
3rd Year ending FY 2010	\$1,745,013	\$1,172,862
4th Year ending FY 2011	\$1,832,263	(\$659,402)
<b>Total Cost</b>	<b>\$7,576,767</b>	

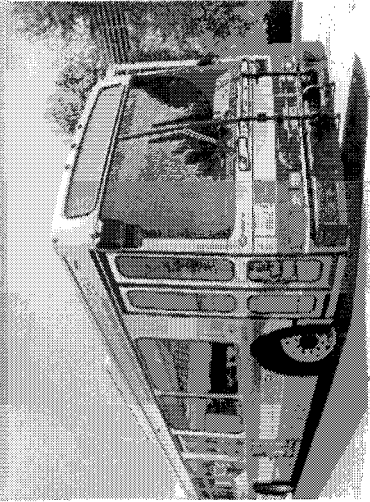
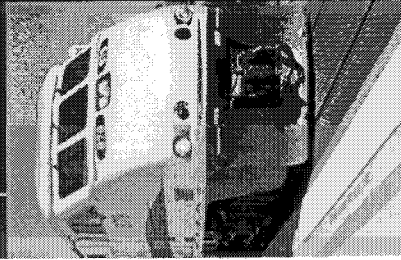
\*\* Growth rate based on FY 2005-06 call volume.



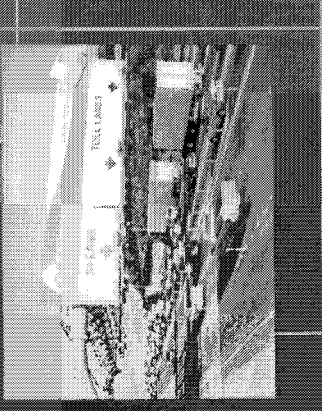
**ATTACHMENT B****CUSTOMER INFORMATION CENTER  
HISTORICAL CALL VOLUME**

<b>Fiscal Year Actuals</b>	<b>FY 03/04 Calls Handled</b>	<b>FY 04/05 Calls Handled</b>	<b>FY 05/06 Calls Handled</b>	<b>FY 06/07 Calls Handled</b>
<b>July</b>	58,495	58,406	53,703	57,926
<b>August</b>	60,244	57,441	55,311	60,623
<b>September</b>	57,793	55,480	51,787	56,392
<b>October</b>	50,384	53,462	52,092	56,819
<b>November</b>	45,072	49,172	50,063	52,655
<b>December</b>	47,172	48,869	50,123	52,573
<b>January</b>	52,964	50,475	50,589	54,731
<b>February</b>	50,230	46,334	46,127	50,505
<b>March</b>	56,324	51,802	49,841	58,300
<b>April</b>	54,813	50,470	48,630	
<b>May</b>	55,584	51,302	54,457	
<b>June</b>	59,057	52,454	56,322	
<b>Total Calls</b>	648,132	625,667	619,045	Year to Date 500,524





# Customer Information Center Update



Presentation to Transit Planning  
and Operations Committee  
May 10, 2007

# Background

- Service Provider Alta Resources
  - New Contract Effective January 2007
  - Initial Term 4.5 years
  - 3 One-Year Option Terms

# Performance Update

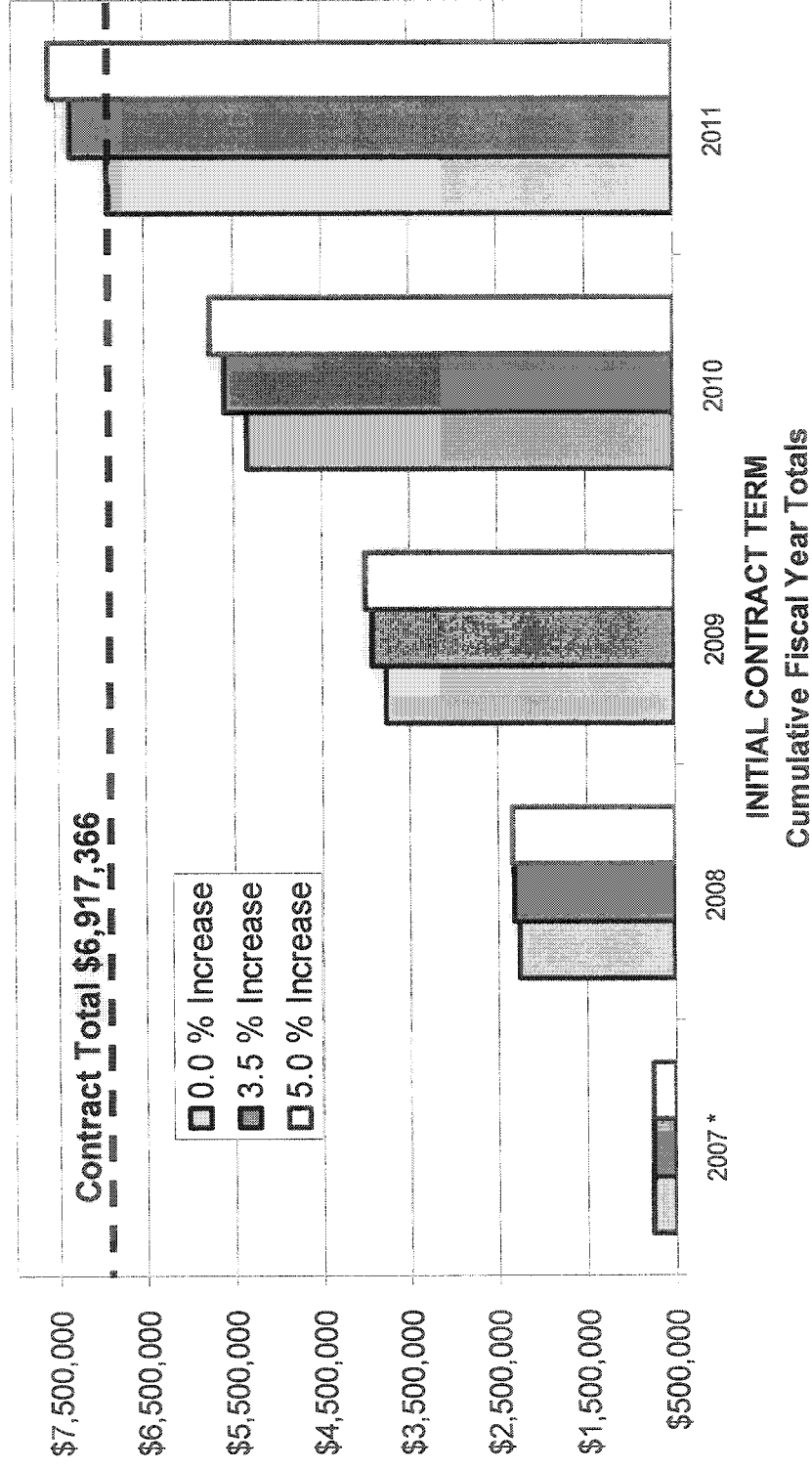
Month	Service Level	Abandoned Call Percentage	Complaints per 15,000 Calls
Performance Standard	> 90% of calls answered within 2 minutes	< 5% terminated after 30 seconds	< 1 per 15,000
January 07	94%	4%	0.6 per 15,000
February 07	93%	4%	0.9 per 15,000
March 07	94%	4%	1.0 per 15,000

# Historical Call Volumes Vary

Alta Resources Calls Handled		
Fiscal Year	Call Volume	Percentage Change
FY 03-04	648,132	N/A
FY 04-05	625,667	-3%
FY 05-06	619,045	-1%
FY 06-07	500,524	N/A

# Contract Consumption Potentials

## Customer Information Center Annualized Costs (With Differing Call Volume Assumptions)



\* Note: Contract term began January 1, 2007.

## **Next Steps**

- **Meet Monthly with Service Provider to Review Performance**
- **Monitor Call Volume, Contract Costs**
- **Provide Bi-Annual Updates**





*BOARD COMMITTEE TRANSMITTAL*

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Agreement for System Maintenance and Video Storage and Retrieval Services for the On-Board Video Surveillance System

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement C-6-0142 between the Orange County Transportation Authority and March Networks Corporation, in an amount not to exceed \$314,890, to exercise option term one for system maintenance and video storage and retrieval services for the on-board video surveillance system.





**April 26, 2007**

**To:** Transit Planning and Operations Committee

**From:** Arthur T. Leahy, <sup>AK</sup> Chief Executive Officer

**Subject:** Amendment to Agreement for System Maintenance and Video Storage and Retrieval for the On-Board Video Surveillance System

### **Overview**

On May 22, 2006, the Board of Directors approved an agreement with March Networks Corporation in the amount of \$494,646, for wireless infrastructure, system maintenance, and video storage and retrieval services for the on-board video surveillance system. Approval to exercise an option term, bringing the total amount of the agreement to \$819,292, is requested.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement C-6-0142 between the Orange County Transportation Authority and March Networks Corporation, in an amount not to exceed \$314,890, to exercise option term one for system maintenance and video storage and retrieval services for the on-board video surveillance system.

### **Background**

As designed, the Orange County Transportation Authority's (Authority) on-board video surveillance system consists of three main components: wireless infrastructure to download video (at operating bases), on-board equipment (recorders and cameras on buses), and on-going support services for system maintenance and video storage and retrieval. The Authority selected March Networks Corporation (March Networks) after a multi-staged procurement process that included in-service testing to determine video equipment durability and performance. Once selected as the successful vendor, March Networks has worked closely with bus manufacturers to equip buses with video equipment and with the Authority to install hardware at our operating bases to wirelessly download video and provide support services.

The Authority entered into an agreement with March Networks for an initial one-year term and four one-year option terms. The maximum term of the agreement is June 30, 2006 through May 31, 2011. During the initial one-year term, installation of the wireless infrastructure at the Irvine/Sand Canyon base (paratransit) and Santa Ana base (fixed route) has been completed.

At present, the Authority has 36 video-equipped buses – three buses used during the in-service test phase of the procurement process, 32 new paratransit buses, and a first article 40-foot fixed route bus. The fleet of video-equipped buses will increase to 56 by the end of May 2007 with the arrival of the first 20 production 40-foot fixed route buses.

As the Authority replaces older vehicles and increases its fleet size to accommodate service growth, the number of video-equipped buses is anticipated to grow to 405 by May 2008 (the end of the first option term). Pricing for support services is based on a fixed amount, while system maintenance is based on the number of video equipped buses.

### ***Discussion***

This procurement was originally handled in accordance with the Authority's procedures for professional and technical services. The original agreement was awarded on a competitive basis. It has become necessary to amend the agreement to approve option term one, extending the agreement from June 1, 2007 through May 31, 2008.

The original agreement awarded on May 22, 2006, was in the amount of \$494,646. This agreement has been amended previously (Attachment A). The total amount after approval of Amendment No. 4 will be \$819,292.

### **Fiscal Impact**

The additional work described in Amendment No. 4 to Agreement C-6-0142 is accommodated in the Authority's Fiscal Year 2006-07 Budget (one month) and the proposed Authority's Fiscal Year 2007-08 Budget (11 months), Transit Division/Central Communications, Account 2126-7629, and is funded through the Local Transportation Fund.

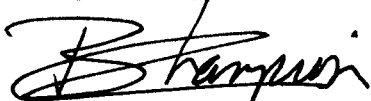
***Summary***

Staff recommends approval of Amendment No. 4, in the amount of \$314,890, to Agreement C-6-0142 with March Networks.

***Attachment***

- A. March Networks Corporation Agreement C-6-0142 Fact Sheet

**Prepared by:**



Brian Champion  
Manager, Operations Analysis  
714-560-5680

**Approved by:**



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



**March Networks Corporation  
Agreement C-6-0142 Fact Sheet**

1. May 22, 2006, Agreement C-6-0142, \$494,646, approved by the Board of Directors.
  - wireless infrastructure, system maintenance and video storage and retrieval services
2. September 18, 2006, Amendment No. 1 to Agreement C-6-0142, \$4,576, approved by the Purchasing Agent.
  - increase the contract obligation to accommodate the cost of cabling, conduit, and labor for wireless infrastructure at the Irvine/Sand Canyon operations base
3. October 30, 2006, Amendment No. 2 to Agreement C-6-0142, \$5,000, approved by the Purchasing Agent.
  - increase the contract obligation to accommodate the cost of cabling, conduit, and labor for wireless infrastructure at the Santa Ana operations base
4. April 4, 2007, Amendment No. 3 to Agreement C-6-0142, \$0.00, approved by the Purchasing Agent.
  - agreement to reflect current effective dates, option years, and vehicle quantity price point
5. April 23, 2007, Amendment No. 4 to Agreement C-6-0142, \$314,890, pending approval by Board of Directors.
  - exercise option term one, extending the agreement from June 1, 2007, through May 31, 2008, for system maintenance and video storage and retrieval services

Total committed to March Networks, Agreement C-6-0142: \$819,292.







BOARD COMMITTEE TRANSMITTAL

May 14, 2007

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup>Wendy Knowles, Clerk of the Board  
**Subject:** Planning for the Closeout of the Garden Grove Freeway  
(State Route 22) Phase I Project

Regional Planning and Highways Committee

May 7, 2007

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

**Committee Vote**

This item was passed by the Committee Members present with exception of Director Green, who opposed the matter.

**Committee Recommendations**

- A. Amend Agreement C-1-2069 with Parsons Transportation Group, Inc., to include funding for continuation through December 31, 2007, in a total amount not to exceed \$2.5 million.
- B. Authorize the Chief Executive Officer to sign the approved contract amendment.

**Committee Discussion**

On May 7, 2007, the Regional Planning and Highways Committee discussed consultant assignments on the closeout of the Garden Grove Freeway (State Route 22) Phase I Project (Project) and recommends keeping the relationships and work scopes applied to the Project to date.

The staff report mentions a business relationship between Parsons Transportation Group, Inc. (Parsons) and Granite Construction in other states. Staff clarified that its intent in doing so was to bring this information to the Committee's attention. Parsons' response on the matter was provided as part of the Committee report.



***Committee Discussion (continued)***


In addition, the General Counsel has separately provided a letter stating that Parsons was not in breach of their contract relative to their working relationships with Granite Construction in other states (Transmittal Attachment A).

The Committee discussed the various options presented in the staff report to complete closeout activities. The Committee approved Option 1, which provides additional funding in the amount of up to \$2.5 million, of which \$1.9 million will be applied to maintain Parsons' involvement in the project through the end of the year, consistent with their scope of services for the project. The scope of services for the remainder of the funds will be determined at a later date. The Committee also directed staff to return with a separate item regarding any additional services required of Hatch Mott MacDonald for the closeout of the project.



MEMORANDUM

TO: Board of Directors  
Orange County Transportation Authority

FROM: Ken Smart 

DATE: May 1, 2007

RE: Agreement No. C-1-2069 with Parsons Transportation Group, Inc. ("Parsons")

---

Parsons is a party to Agreement No. C-1-2069 ("Parsons' Contract"), dated January 16, 2002, with OCTA to provide project management services for OCTA's SR-22 design-build improvement project ("Project"). Agreement No. 3-0663 ("GMR's Contract"), dated August 23, 2004, between OCTA and GMR provides for GMR to complete the design and construct the Project improvements. Granite Construction Co. ("Granite") is a part of the GMR joint venture.

Parsons' responsibilities, as provided in Parsons' Contract, included preliminary design, coordination of the procurement process leading to the selection of the design-build contractor, and oversight and management of the final design and construction of the Project by GMR.

Parsons' Contract includes the following:

"ARTICLE 20. CONFLICT OF INTEREST

CONSULTANT, including subcontractors identified herein, are prohibited from entering into agreements of any type with construction contracting firms, or their subcontractors at any tier, for any construction project resulting from or relating to the work specified under this Agreement."

Parsons, by letter dated April 30, 2007, has informed OCTA that it is a subconsultant for design with separate teams that each include Granite for projects in Missouri and Maryland. Parsons also has a contractual relationship with Granite for a project in Louisiana, and is teamed with Granite in pursuit for a project in Nevada.

The question is raised as to whether these Parsons/Granite contractual relationships for projects outside California violate the provisions of Article 20 of Parsons' Contract with OCTA.



It is my opinion that the specified Parsons/Granite contractual relationships for projects outside California do not violate the provisions of Parsons' Contract with OCTA.

It is my opinion that Article 20 prohibits Parsons from entering into any agreement with construction contracting firms or their subcontractors at any tier for any construction project resulting from or relating to Parsons' design, procurement or project management services on the Project (SR-22). I believe that the provision prohibits contracts for any construction project that directly results from or relates to Parsons' work on the Project. For example, Parsons is prohibited from contracting with GMR, or any of its subcontractors, to perform any work for the Project, including design services. Further, if the Project had been divided into several separate design-build contracts, Parsons would have been prohibited from contracting with any of the general contractors or subcontractors for any of the Project segments. Kathleen Perez, OCTA's project manager in CAMM, was responsible for the procurement for the Parsons' Contract. She confirmed to me that this was the intent and purpose of Article 20 and that the language was included in the RFP as well as in the final agreement. She stated that OCTA did not intend to prohibit possible contractual relationships between Parsons and construction contracting firms for projects separate and apart from OCTA's Project.

In conclusion, I do not believe Parsons has breached its contract with OCTA by contracting with Granite for other projects.

cc: Arthur T. Leahy, CEO  
Paul Taylor, Deputy CEO





**May 7, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer *APL by PCL*  
**Subject:** Planning for the Closeout of the Garden Grove Freeway (State Route 22) Phase I Project

**Overview**

On April 30, 2007, the second major milestone was reached in the completion of the Garden Grove Freeway (State Route 22) Phase I project by meeting Substantial Completion No. 2. In preparation for the final completion of the project, staff is preparing a project closeout and staffing plan to address resource and budget needs.

**Recommendations**

- A. Direct staff to request proposals from Parsons Transportation Group, Inc., and Hatch Mott MacDonald to provide additional services for the closeout of the Garden Grove Freeway (State Route 22) project.
- B. Amend Agreements C-1-2069 with Parsons Transportation Group, Inc., and Agreement C-3-0994 with Hatch Mott MacDonald, in a total amount not to exceed \$2.5 million.
- C. Authorize the Chief Executive Officer to sign the approved contract amendments.

**Background**

The Orange County Transportation Authority (Authority) is the lead agency implementing the \$550 million design-build project improving 12 miles of the Garden Grove Freeway (State Route 22) from the Costa Mesa Freeway (State Route 55) interchange west to Valley View Street. The Authority does not have the required internal resources to provide the level of effort necessary to oversee and manage the design and construction of the improvements; therefore, on January 16, 2002, the Authority entered into an

agreement with Parsons Transportation Group, Inc. (Parsons), to provide project management consultant (PMC) services .

The agreement with Parsons required the consultant to assist the Authority in procurement, management, and oversight of the design-build project. Parsons was required to provide the Authority with the required staff resources, and expertise to effectively manage the design-build project. The PMC services provided by Parsons include the following major tasks:

- Preparation of the design-build Request For Proposals, technical studies, and reference documents.
- Assisting with the bidding, proposal evaluation, and contract award process.
- Performing design review and approval.
- Project management oversight and coordination of the design-build contract.
- Providing design oversight and construction management services, including cost, schedule, and document control.
- Reviewing, processing and recommending contractor payments, assisting with contract changes, budget and cost tracking, and preparing project status reports.
- Providing the quality assurance inspection and materials testing.

In addition to the services provided by Parsons for the State Route 22 (SR-22) project, the Authority has a contract with Hatch Mott MacDonald (HMM) to provide project management support services to assist in overseeing the design and construction of projects throughout the Development Division. These consultant services augment existing staff resources by providing full time personnel and task-order based technical assistance as required to support both project and program needs. As part of their services, HMM is providing two SR-22 construction managers, who have significant project experience and history. Authority staff is assisted by HMM on a variety of issues including design and construction issues with the contractor, closing out final cost issues, reviewing project acceptance documents, and community concern issues.

### ***Discussion***

Looking forward to the final completion of the SR-22 project, staff has begun preparing a closeout plan for the completion of construction for the project. The purpose of the plan is to define the closeout process and develop the framework

for monitoring and managing the final stages of the project. Project closeout includes final project inspection, confirmation that all testing and inspection reports are complete, resolution of any outstanding non-compliance reports or issues, review of all agreements to ensure all contractual obligations have been met, preparation of final project accounting and closeout reports, organization and transfer of project files, and other administrative closeout activities. Project closeout will also include gaining project acceptance by the corridor cities, other agencies, the Federal Highway Administration, and the California Department of Transportation (Caltrans).

Staff expects that these closeout efforts will require consultant resources beyond those presently authorized. The Authority requested the PMC to evaluate the resource needs for closing out the SR-22 project. On March 15, 2007, Parsons notified the Authority that they believe the remaining funds in their PMC contract are not sufficient to meet the closeout needs of the project. The current value of the Parsons' contract is \$39,800,000. Parsons has submitted a request to increase their contract value by \$1,900,000, to complete the closeout of the project. Parsons' explanation for this increase is related to an extension of the contractors design and construction schedules. They have also stated that they will need to begin removing their personnel from the job in May 2007, if the Authority does not amend their contract.

In addition, staff has recently learned that Parsons has other business relationships with Granite Construction, who is the lead firm for the Granite-Myers-Rados (GMR) joint venture, on two other projects in other states. They are partnered with Granite Construction as the lead designer on two separate design-build projects in Maryland and Missouri. Staff is concerned that Parsons may have a perceived conflict of interest in their role of overseeing the work of Granite Construction for the SR-22 project on behalf of the Authority. This issue is particularly critical during project closeout since the Authority and PMC must evaluate the contractors' final compliance to contract conditions and must resolve any potential claims and final payment requests. Staff has requested that Parsons prepare a letter to the Authority formally addressing our concern about a potential for conflict of interest in their role as the PMC on the SR-22 project (Attachment A).

For these and other reasons, staff is presently re-evaluating its resource plan for the closeout efforts for the SR-22. Staff sees that there are a number of options to allow maximum flexibility in completing this work by modifying the roles of the parties involved in the process. This could be done by adjusting the roles of the

Authority, Parsons, HMM, or Caltrans in the final closeout activities. Some possible options that may be considered are:

- Option 1 - Amend the Parsons contract to extend their support
- Option 2 - Modify the work split between Parsons and HMM
- Option 3 - Amend HMM's contract to provide all required support
- Option 4 - Reduce the role of the consultants and use Authority or Caltrans staff to complete the work

Option 1 basically continues the present arrangement and will require an increase in the Parsons contract amount.

Option 2 would keep some level of Parsons core staff while providing an increased level of effort by HMM. This option has certain advantages because it maintains institutional knowledge and continuity of operations while providing an additional level of program oversight and peer review.

Option 3 would replace all Parsons staff with those provided by HMM. The Authority asked HMM if they had the capacity to perform the PMC services if requested and HMM assured the Authority that they did. This transition could be complete by the end of May 2007, but would result in some loss of institutional knowledge and a disruption in the continuity of the ongoing work.

Option 4 would be difficult to implement due to staffing limitations and competing priorities of the Authority and Caltrans, and would cause project delays of several months while additional staffing is found.

All four options will require changes to existing contracts to increase funding levels.

#### **Next Steps**

Staff recommends that the Authority proceed with Option 2 listed above as part of the closeout plan to maintain adequate resources and continuity on the project. If authorized, staff will request proposals from both Parsons and HMM to support the project closeout plan. The requested \$2.5 million increase in support services is proposed to process the entire closeout of the SR-22 project, not simply the closeout of the GMR contract. These additional funds can presently be accommodated within the SR-22 program budget. The final staff levels provided by the Authority, Caltrans, and each consultant will be based upon specific project needs, experience, and staff availability.

**Fiscal Impact**

The value of the contract amendments will be accommodated in the Authority's Fiscal Year 2007-08 Proposed Budget.

**Summary**

The Authority continues to deliver improvements to the SR-22 and is proactively developing a project closeout and staffing plan to support the completion of the project.

**Attachment**

- A. Letter from Thomas E. Barron, Parsons, to Arthur T. Leahy, Orange County Transportation Authority, regarding State Route 22 Program Management - Dated April 30, 2007

**Prepared by:**

  
T. Rick Grebner, P.E.  
Program Manager  
(714) 560-5729

**Approved by:**

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





1133 Fifteenth Street, NW • Washington, DC 20005-2701 • (202) 775-3300 • Fax: (202) 775-6006 • [www.parsons.com](http://www.parsons.com)

April 30, 2007

Mr. Arthur T. Leahy  
Chief Executive Officer  
OCTA  
550 S. Main Street  
Orange, CA 92863-1584

Subject: State Route 22 Program Management

Dear Art:

In keeping with our policy to inform the Agency of any changes in our relationship with Granite Construction Co. that might be construed as compromising our ability to carry out our duties as your Program Manager for the SR 22 Design/Build project, please be advised that Parsons has been successful in two new contracts involving Granite:

1. Parsons is a subconsultant for design on a Granite/Weber/Milestone Bangert team recently selected for a design/build contract with Missouri DOT to reconstruct I-64 through St. Louis.
2. Parsons is a subconsultant for design on a Granite/Wagman/Corman team recently selected for a design/build contract with Maryland State Highway Administration for the Intercounty Connector in Montgomery County.

As you know, Parsons and Granite are two of the oldest and largest companies providing engineering and construction services in the U. S. transportation facilities market. Our business relationship with them goes back to the San Joaquin Hills Tollroad project. Over the past 20 years we have from time to time been retained by owners to oversee construction by contractors such as Granite and at other times been part of a team that has contracted to deliver transportation projects that includes Granite. To the best of my knowledge, the only other such contractual relationships that we currently have with Granite is with our Bridge Division on the new Mississippi River Bridge near St. Francisville, LA, and with our Road & Highway Division in pursuit of a contract for reconstruction of I-15 in Las Vegas, NV.

When we were originally selected as your Program Manager for SR 22 and it became apparent that Parsons had past and ongoing relationships with firms likely to bid the design/build contract, we worked with you to put in place a program of firewalls and confidentiality agreements that satisfied the OCTA that Parsons could and would protect the Agency's interests in the SR 22 project. That program consisted of measures to



Mr. Arthur T. Leahy  
April 30, 2007  
Page Two

ensure that Parsons made no unilateral decision regarding Granite's work, that no employees would be simultaneously working on the SR 22 and other contracts involving Granite and that our key employees would sign Confidentiality Agreements with respect to divulging information related to the project. That program has worked well, yet we remain open to discussing further refinements to it as the project moves into new phases.

The two new contracts mentioned above do not constitute any fundamental change in the relationships that Parsons has had with Granite throughout the project. As a professional services firm that wins work based upon our people and our reputation, Parsons interests in protecting that reputation are very much aligned with OCTA's obligations in protecting the public interest. Be assured that we remain steadfastly committed to upholding the highest professional and ethical standards in representing you on the SR 22. Please don't hesitate to call me at 202-775-3320 or 202-236-0132 (mobile) if you would like to discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Barron', with a long horizontal flourish extending to the right.

Thomas E. Barron  
Executive Vice President

cc: Paul C. Taylor, P.E., OCTA  
J. R. Shappell  
G. B. Adams  
M. C. Hayes  
J. J. Meifert





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Approve Environmental Documents and Lease-to-Own Agreement for Design, Construction, Operation, and Maintenance of Compressed Natural Gas Fueling Facilities at the Anaheim and Garden Grove Bases

Transit Planning and Operations Committee

April 26, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Norby, and Winterbottom  
**Absent:** Director Pulido

**Committee Vote**

This item was passed by all Committee Members present.

Pursuant to Government Code 84308, director Moorlach recused himself from the discussion and voting on this item.

**Committee Recommendations**

- A. Adopt the September 19, 2006, Initial Study and Negative Declaration and Resolution No. 2007-17 for the compressed natural gas fueling facility at the Anaheim Base.
- B. Adopt the September 19, 2006, Initial Study and Negative Declaration and Resolution No. 2007-18 for the compressed natural gas fueling facility at the Garden Grove Base.
- C. Increase the Development Division fiscal year 2006-07 budget by \$11,800,000, for design and construction of compressed natural gas fueling facilities at the Anaheim and Garden Grove bases.



*BOARD COMMITTEE TRANSMITTAL*

***Committee Recommendations (Continued)***

- D. Authorize the Chief Executive Officer to execute Lease-to-Own Agreement C-6-0890, for a period up to 10 years, between the Orange County Transportation Authority and California Trillium Company, whose offer best meets the Orange County Transportation Authority's requirements, in an amount not to exceed \$24,100,000, for compressed natural gas fueling facilities at the Anaheim and Garden Grove bases.



**April 26, 2007**

**To:** Transit Planning and Operations Committee

**From:** Arthur T. Leahy, <sup>A</sup>Chief Executive Officer

**Subject:** Approve Environmental Documents and Lease-to-Own Agreement for Design, Construction, Operation, and Maintenance of Compressed Natural Gas Fueling Facilities at the Anaheim and Garden Grove Bases

**Overview**

In May 2006, the Orange County Transportation Authority's Board of Directors authorized the Chief Executive Officer to proceed with a solicitation for turnkey compressed natural gas fueling facilities at the Anaheim and Garden Grove bases. An environmental review for installation of compressed natural gas fueling facilities at the Anaheim and Garden Grove bases has been prepared. Proposals were received in accordance with the Orange County Transportation Authority's fixed assets competitive negotiated procurement procedures.

**Recommendations**

- A. Adopt the September 19, 2006, Initial Study and Negative Declaration and Resolution No. 2007-17 for the compressed natural gas fueling facility at the Anaheim Base.
- B. Adopt the September 19, 2006, Initial Study and Negative Declaration and Resolution No. 2007-18 for the compressed natural gas fueling facility at the Garden Grove Base.
- C. Increase the Development Division fiscal year 2006-07 budget by \$11,800,000, for design and construction of compressed natural gas fueling facilities at the Anaheim and Garden Grove bases.
- D. Authorize the Chief Executive Officer to execute Lease-to-Own Agreement C-6-0890, for a period up to 10 years, between the Orange County Transportation Authority and California Trillium Company, whose offer best meets the Orange County Transportation Authority's requirements, in an amount not to exceed \$24,100,000, for compressed natural gas fueling facilities at the Anaheim and Garden Grove bases.

***Background***

In November 2004, the Orange County Transportation Authority's (OCTA) Board of Directors (Board) adopted the update to the Ten Year Fleet Plan and authorized staff to proceed with design of a liquefied to compressed natural gas (CNG) fueling facility at the Santa Ana Base. On July 11, 2005, the Board authorized staff to issue a Request for Proposals (RFP) for the design, construction, operation, and maintenance of a natural gas fueling facility, and for associated building improvements at the Santa Ana Base for fueling of buses identified in the fleet plan. On November 28, 2005, the Board executed a 10-year lease-to-own agreement for a CNG fueling facility at the Santa Ana Base.

On May 8, 2006, the Board approved an accelerated procurement of 249 CNG 40-foot fixed route buses and authorized the issuance of a RFP for the design, construction, operation, and maintenance of CNG fueling stations at the Anaheim and Garden Grove bases. In June 2006, the Contracts Administration and Materials Management (CAMM) Department issued RFP 6-0491 for the CNG fueling facilities.

**Environmental Review**

The proposed projects are for the construction and operation of CNG fueling facilities at the Anaheim and Garden Grove bases. These CNG fueling facilities are necessary to fuel a new generation of CNG powered buses that are planned to replace OCTA's diesel buses. Environmental reviews of these projects were completed in September 2006. The initial studies for each base were conducted in accordance with the California Environmental Quality Act (CEQA).

The September 19, 2006, Initial Study and Negative Declaration (IS/ND) for the Anaheim Base and the IS/ND for the Garden Grove Base CNG fueling facilities were prepared in accordance with CEQA and provided an assessment of potential environmental impacts associated with the construction and operation of CNG fueling facilities at the Anaheim and Garden Grove bases.

On September 21, 2006, IS/NDs for the Anaheim and Garden Grove bases were circulated for a 20-day public review period ending on October 10, 2006. Notices of Intent to Adopt Negative Declarations were filed with the Orange County Clerk's Office on September 19, 2006, for the Anaheim and Garden Grove bases. A Notice of Intent to Adopt a Negative Declaration for

each base was published in the *Orange County Register* newspaper on September 21, 2006. The IS/NDs were sent to the cities of Anaheim, Garden Grove, and Fullerton, as well as to the South Coast Air Quality Management District (AQMD) and the Orange County Health Care Agency. The documents were also available for review at OCTA and on OCTA's web site.

Based on the IS/NDs and supporting technical analysis, the proposed facilities would have no, or less than significant, impacts in all areas of environmental concern. The environmental issue areas that were analyzed include: aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous waste, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, and utilities and service systems.

During the review period, the AQMD and the City of Anaheim contacted OCTA and requested additional information and clarification on the proposed project. The AQMD requested documentation on what operational characteristics were assumed during the construction phase of the project. This information was provided to the AQMD and no further comment was received from that agency. The City of Anaheim sent an email that asked whether the project would go through its plan check process. The City of Anaheim was assured that the project would go through this process. No other comments on either IS/ND were received.

#### Compressed Natural Gas Fueling Facility

On October 26, 2006, CAMM cancelled RFP 6-0491 for procurement of the CNG fueling facilities at the Anaheim and Garden Grove bases due to a delay in the CNG bus manufacturer's schedule. On December 11, 2006, the Board approved the RFP evaluation criteria and authorized the release of a RFP for CNG fueling facilities at the Anaheim and Garden Grove bases. The RFP provided for a lease-to-own approach and requested proposals for the CNG fueling facilities.

***Discussion***

This procurement was handled in accordance with OCTA's procedures for fixed assets, which permits the use of a competitive negotiated procurement depending on the technical requirements of the item being procured.

Due to the nature of the technology involved, the lease-to-own agreement for design, construction, operation, and maintenance of a CNG fueling facility at the Anaheim and Garden Grove bases was handled as a competitive negotiated procurement and award is recommended to the firm, which most closely meets OCTA's requirements. A lease-to-own approach would allow the transfer of development and construction risks associated with the station, from OCTA to the contractor. This is the same procurement method used for the CNG fueling facility at the Santa Ana Base that was approved by the Board on November 28, 2005, and was completed in April 2007.

On December 19, 2006, the RFP was posted on CAMMNET. A pre-proposal meeting was held on January 9, 2007, and was attended by eight firms.

On February 20, 2007, two offers were received. An evaluation committee composed of staff from CAMM, Development, Facility Maintenance, Safety and Environmental Compliance, Los Angeles County Metropolitan Transportation Authority (LACMTA), and Foothill Transit was established to review the offers submitted by each firm. The offers were evaluated on the basis of qualifications of the firm, staffing and project organization, work plan, and cost and price. The evaluation committee reviewed the proposals and determined that both firms should be interviewed in order to provide further clarification of each firm's qualifications and ability to complete the project. The following firms were interviewed:

Firm and Location

California Trillium Company  
Salt Lake City, Utah

Clean Energy  
Seal Beach, California

**Approve Environmental Documents and Lease-to-Own Agreement for Design, Construction, Operation, and Maintenance of Compressed Natural Gas Fueling Facilities at the Anaheim and Garden Grove Bases** **Page 5**

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California Trillium Company (Trillium) has a local field office in Costa Mesa, California, with headquarters located in Salt Lake City, Utah. Trillium's focus is on performance-based public/private partnerships, which use high volume turnkey CNG station operations. Trillium has completed projects with large transit operators, such as LACMTA and New York City Transit.

Clean Energy has its headquarters in Seal Beach, California. Clean Energy has completed CNG fueling stations with Foothill Transit, Massachusetts Bay Transportation Authority, and the City of Mesa Public Transit in Arizona.

Trillium's proposal and interview demonstrated that they have an excellent understanding of the project requirements and will provide well-qualified key personnel capable of successfully completing design and construction of the facility within the requested project schedule. Trillium is very familiar with operating a fueling facility under this type of lease agreement and has also demonstrated large scale transit CNG experience at LACMTA and New York City Transit, and received excellent references. Trillium is proposing the same design and construction team that recently completed the Santa Ana Base CNG fueling station. Trillium has an excellent history of completing projects on time and within budget. Trillium's cost proposal offered very competitive overall design, construction, operation, and maintenance costs to OCTA.

Clean Energy's proposal had a good work plan; however, the firm has less experience with larger CNG stations and their proposal indicated a higher electrical operating cost.

The evaluation committee concluded that Trillium's proposal provided excellent qualifications, competitive pricing, and best complied with all technical requirements identified by OCTA.

A lease-to-own agreement includes the cost for design and construction, and provides a payment mechanism for operation and maintenance expenses. The design and capital construction cost is \$11,800,000 and will be paid out over a five-year period. The cost for operating and maintaining these stations would be approximately \$1,230,000 annually, over a 10-year period. Budgetary authority for operation and maintenance expenditures will be requested in future years.

**Approve Environmental Documents and Lease-to-Own Agreement for Design, Construction, Operation, and Maintenance of Compressed Natural Gas Fueling Facilities at the Anaheim and Garden Grove Bases**

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In order to supply natural gas to the CNG fueling facilities, an underground Southern California Gas Company (SCGC) natural gas pipeline will need to be extended approximately 2,000 lineal feet to the Anaheim Base and approximately 1.5 miles to the Garden Grove Base. Based upon the anticipated usage of natural gas and the short distance to the Anaheim Base, the cost to install the pipeline is anticipated to be covered by SCGC; however, due to the longer length of pipe required to be installed to the Garden Grove Base, OCTA is anticipated to be responsible for a portion of the construction cost to extend the utility natural gas pipeline to the Garden Grove Base. The SCGC is currently designing the gas pipeline systems and will not have a cost estimate for this work until the design work is completed. In addition, both proposals received requested reimbursement for electrical service upgrades by Southern California Edison and the City of Anaheim, as the utility companies will not start any design work until the electrical requirements are identified. Once the costs are quantified for the utility service upgrades required for this project, staff will request future Board approval.

**Fiscal Impact**

The project was not included in the fiscal year 2006-07 budget. Funding for the operation and maintenance of the natural gas fueling facilities, the construction cost of the Garden Grove Base natural gas pipeline, and the electrical service upgrades will be requested in future budgets. A budget increase, in the amount of \$11,800,000, Development, Account 1722-9022, is requested to fully fund the design and construction of CNG fueling facilities at the Anaheim and Garden Grove bases and will be funded through the Orange County Transit District with Local Transportation Funds.

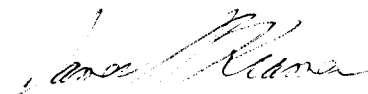
**Summary**

The evaluation committee met and reviewed this item. The evaluation committee recommends approval of Agreement C-6-0890, in the amount of \$24,100,000, with California Trillium Company, the offer which most closely meets OCTA's technical requirements.

**Attachments**

- A. Initial Study and Negative Declaration for Compressed Natural Gas Fueling Facility Anaheim Bus Base
- B. Initial Study and Negative Declaration for Compressed Natural Gas Fueling Facility Garden Grove Bus Base
- C. Resolution No. 2007-17 – Resolution of the Board of Directors of the Orange County Transportation Authority – A Resolution of the Orange County Transportation Authority Adopting a Negative Declaration for the Compressed Natural Gas Fueling Facility at the Anaheim Bus Base
- D. Resolution No. 2007-18 – Resolution of the Board of Directors of the Orange County Transportation Authority – A Resolution of the Orange County Transportation Authority Adopting a Negative Declaration for the Compressed Natural Gas Fueling Facility at the Garden Grove Bus Base
- E. Similar Large Scale CNG Stations (3,000 SCFM and Larger)
- F. Cost Summary

**Prepared by:**



James J. Kramer, P.E.  
Principal Civil Engineer  
(714) 560-5866

**Approved by:**



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



**INITIAL STUDY AND  
NEGATIVE DECLARATION FOR  
COMPRESSED NATURAL GAS FUELING FACILITY  
ANAHEIM BUS BASE**

PREPARED FOR:

**THE ORANGE COUNTY TRANSPORTATION AUTHORITY  
550 SOUTH MAIN STREET  
ORANGE, CA 92868**

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PREPARED BY:

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**SEPTEMBER 19, 2006**



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# **SECTION 1 – INTRODUCTION**

## **1.1 INTRODUCTION**

The purpose of the proposed project is the construction and operation of a Compressed Natural Gas (CNG) Facility (Facility) at the existing Orange County Transportation Authority's (Authority) Anaheim Bus Base (Base). This facility is necessary to fuel a new generation of CNG powered buses to eventually replace the Authority's diesel buses. This Initial Study (IS) has been prepared pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to evaluate the potential environmental impacts associated with the Facility construction and operation.

## **1.2 SUMMARY OF FINDINGS**

The analysis of the proposed project through the use of the environmental checklist process has determined the following environmental issue areas to have no impacts or less than significant impacts:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Waste
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

### **1.3 PROJECT REVIEW PROCESS**

The IS, Notice of Availability and the Notice of Intent to Adopt a Negative Declaration (ND) have been distributed to the affected agencies and individuals. The Notice of Intent has been filed with the County Clerk of Orange County and has been published in the Orange County Register. The IS and ND are also available through the Authority's web site ([www.octa.net/CNGfacilities](http://www.octa.net/CNGfacilities)).

The environmental documentation is also available for review at the following location:

Orange County Transportation Authority  
OCTA Planning and Analysis Department  
600 South Main Street, Second Floor  
Orange, CA 92868

### **1.4 ORGANIZATION OF THE INITIAL STUDY**

The IS is organized into the following sections:

- **Section 1 – Introduction.** This section provides an introduction and overview describing the conclusions of the IS.
- **Section 2 – Project Description.** This section describes the proposed project objectives, location and setting, description of the proposed construction and operation of the facility and mitigation measures incorporated into project design.
- **Section 3 – Environmental Evaluation.** This section provides the CEQA checklist and responses to the checked items.
- **Section 4 – Determination.** A statement on the determination that a ND is the appropriate document is included in this section.
- **Section 5 – Preparers.** This section identifies those individuals responsible for preparing and contributing to the IS and proposed ND.
- **Section 6 – References.** This section identifies those references used in preparation of the IS.

## **SECTION 2 – PROJECT DESCRIPTION**

### **2.1 PROJECT OBJECTIVE**

The Orange County Transportation Authority (Authority) proposes to construct and operate a Compressed Natural Gas (CNG) Fueling Facility (Facility) at its Anaheim Bus Base (Base). This new Facility is required to provide fuel to new buses powered by CNG. These new buses will replace existing diesel-powered buses, reducing air pollutants associated with the diesel engines. The CNG powered buses will also eventually replace the buses powered by Liquefied Natural Gas (LNG).

### **2.2 PROJECT LOCATION AND SURROUNDING ENVIRONMENT**

Construction activities will take place entirely within the boundaries of the approximately 10.5 acre Base located at 1717 East Via Burton, Anaheim, California. The site is located northwest of the intersection of State College Boulevard and East Via Burton. Access to the site is via State College Boulevard. Plate 1 provides the location for the proposed project.

The proposed project site is operated by the Authority and houses approximately 180 transit buses. These buses are parked, fueled and maintained at this Base. The Base is operated 24 hours per day/seven days per week. The Base currently has fueling facilities for diesel fuel, liquefied natural gas (LNG), liquefied petroleum gas (LPG) and gasoline.

The Base is located within an industrial area. Surrounding parcels contain manufacturing plants, warehouses, and similar facilities. The nearest residential units is an apartment building approximately 1,500 feet southwest of the facility. Additional industrial buildings separate the site from the apartments.

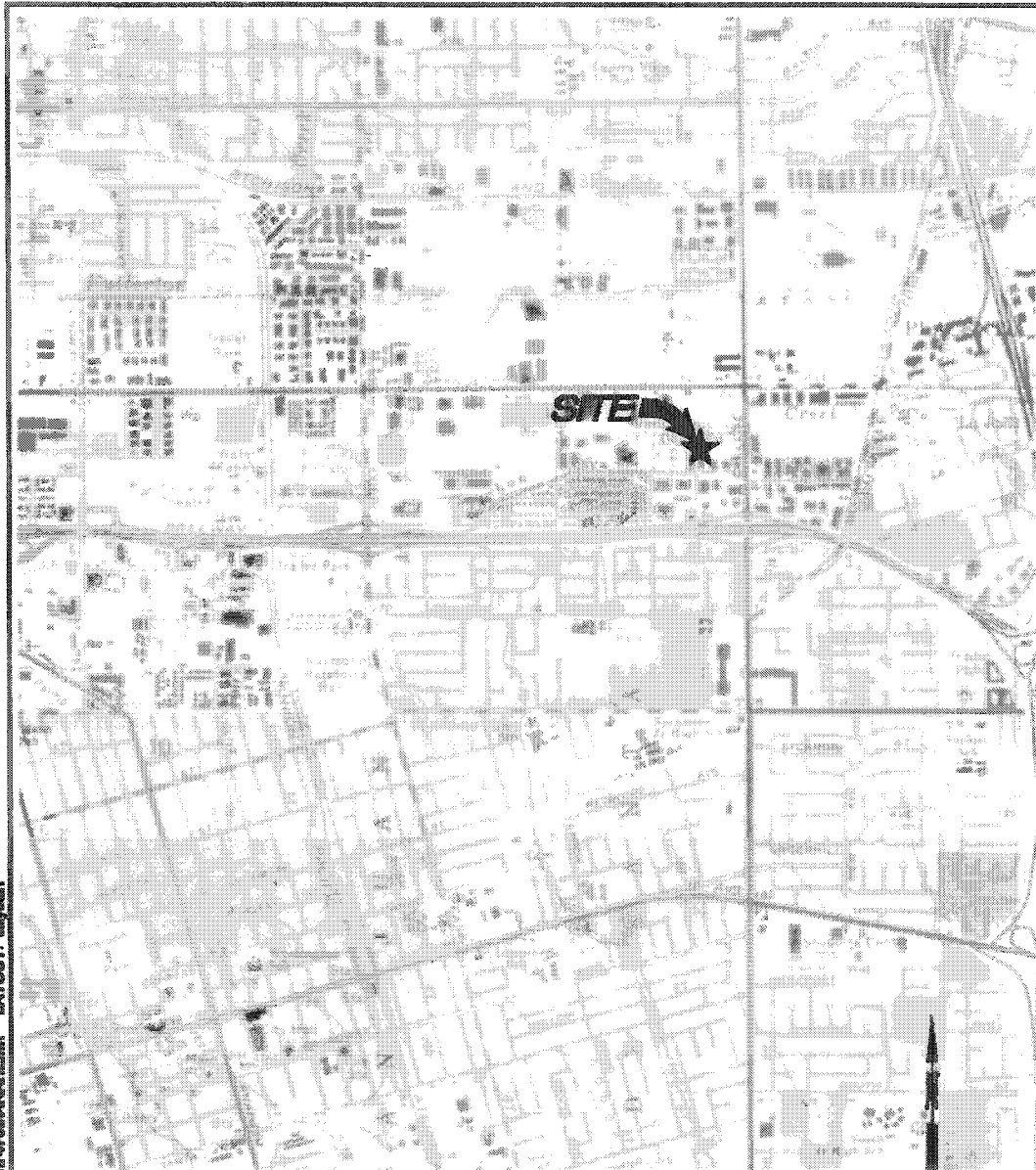
### **2.3 PROJECT DESCRIPTION**

#### **2.3.1 On-site Facilities**

Implementation of the proposed project will require the installation of new equipment within the Base. Plate 2 provides a conceptual site plan depicting the location of the new equipment. The proposed equipment area for the CNG facility would be placed in the northern portion of the bus Base replacing 14 bus-parking stalls. Equipment in this area include dispensing and transport offloading systems, CNG Compressor, CNG buffer and dispensing systems, CNG piping, electrical distribution, motor control and programmable control systems. An emergency back-up generator is also proposed to be located in the equipment area. Construction will take place on an approximately 6,550 square feet of the approximately 10.5 acre site.



# Plate 1 Vicinity Map



SOURCE: U.S.G.S. 7.5' topographic series, Anaheim, California  
quadrangle dated 1955, photorevised 1981.

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## SITE LOCATION MAP

OCTA MAINTENANCE FACILITY  
1717 E. VIA BURTON  
ANAHEIM, CALIFORNIA

DRAWN BY: D. FAHRNEY

REVISED BY: D. FAHRNEY

CHECKED BY: J.W.

PLATE

**1**

DRAWN: 09/28/06

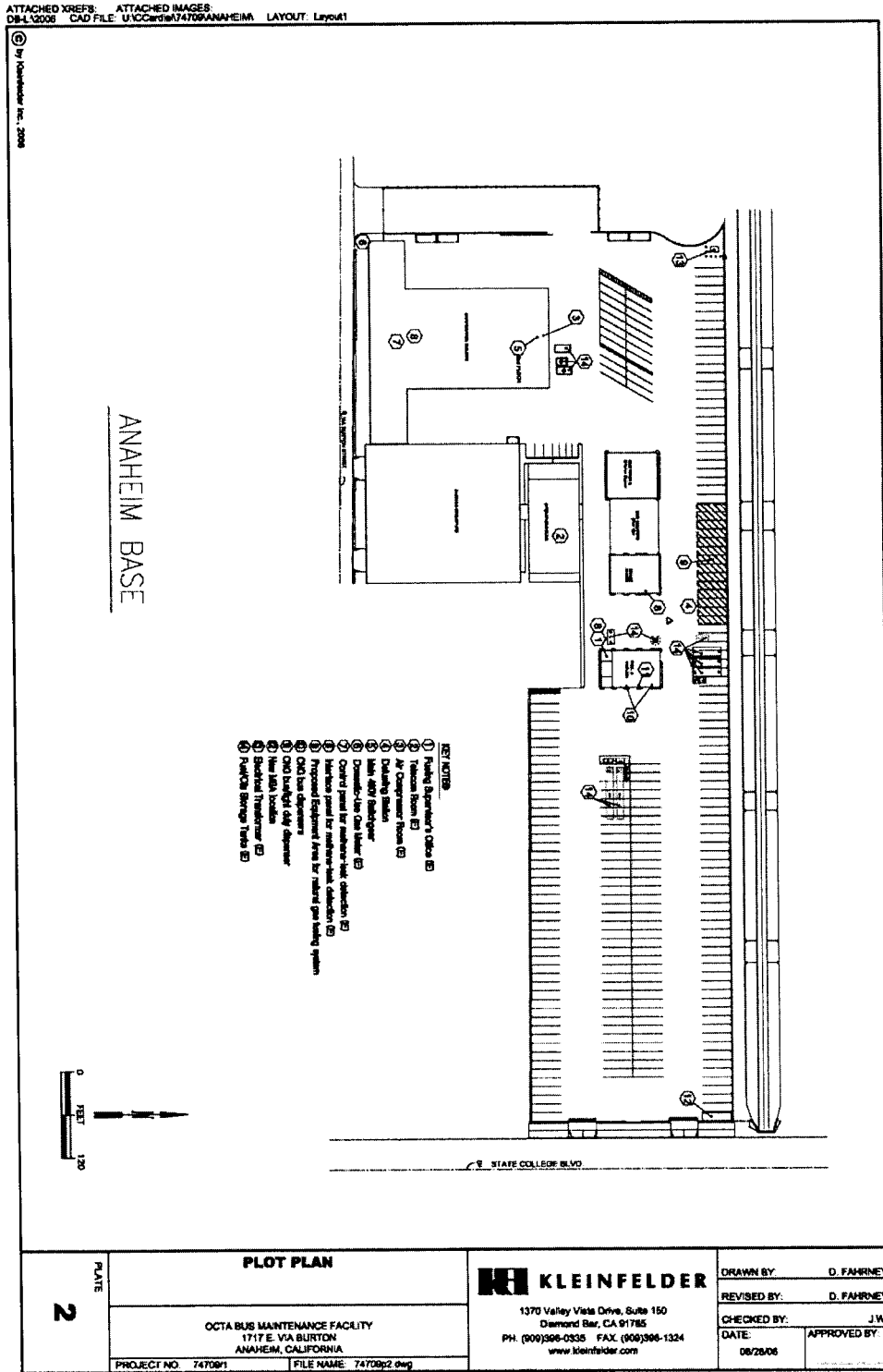
APPROVED BY:

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## Plate 2 Conceptual CNG Site Plan



A defueling system is proposed near the location of the equipment area. This system will allow CNG from the bus fuel tanks to be discharged back into the CNG fueling system to avoid releasing the gas into the atmosphere.

A CNG fueling system will be constructed within the existing Fuel and Vacuum Building. The fueling system will dispense CNG through two single hose CNG dispensers for high capacity fast fill bus fueling and one dual hose dispenser for high capacity fast fill bus fueling as well as light duty fueling for smaller vehicles.

The proposed project will also involve the construction of approximately 1100 feet of gas pipelines within the bus Base. These pipes will include extension of the gas pipeline from a stub pipeline placed at the Base boundary near State College Boulevard to the proposed equipment area and pipelines from the proposed equipment area to the fuel and vacuum building. The Gas Company provides the gas pipeline to the Base.

Construction of the CNG facility is estimated to take up to nine months. This will include both construction and testing of equipment before use of the system. Construction will take place entirely within the bus Base and will include the following activities:

- Cutting and removal of existing pavement for equipment pad and pipeline construction.
- Extension of electrical service to the facilities.
- Excavation for internal pipeline and equipment pad construction.
- Construction of foundations and pads for the manufactured CNG equipment.
- Placement of equipment on the constructed pads.
- Construction of fueling facilities within the existing Fuel and Vacuum Building.

It is anticipated that equipment used on the site will be limited and would include a backhoe, concrete cutting equipment, cranes and forklifts for installing the equipment. Ready-mixed concrete trucks will deliver concrete for the pads. Construction is anticipated to take place during daytime hours Monday through Friday.

### 2.3.2 Off-site Supply Line

The project also includes the construction of a natural gas supply line to the Base by The Gas Company (Semptra Utilities). The Authority anticipates entering into an agreement with The Gas Company to supply the Base with the required quantity of gas. The gas will be supplied through The Gas Company's existing supply system. An approximate 6-inch supply line will be constructed from an appropriate pipeline junction in the system to the Base property line. The route of the pipeline and the construction process is under the control of The Gas Company who will comply with California Public Utility Commission rules and regulations and any local City rules and requirements. The Gas Company will determine the pipeline route, obtain the local permits, such as encroachment permits, and construct the pipeline.

Although the pipeline design has not been completed, The Gas Company has indicated that the most likely route will be from Placentia Avenue westward along Via Burton to State College Boulevard ending at the Base property line. This pipeline distance would be approximately 2,000 feet.

Construction of the pipeline will typically follow the following process:

- Cutting of pavement and removal of asphalt and/or concrete.
- Trenching to the required depth normally using a backhoe or excavator.
- Placement of the steel pipe and welding of pipeline segments.
- Pressure testing of the pipeline.
- Backfilling of the pipeline trench.
- Replacement of paving, as required by the local jurisdiction.

It is anticipated that construction will last from 3 to 5 days in any one location. Steel plates normally will cover exposed trenches during non-construction hours. Construction will normally occur during daytime hours during weekdays unless a local jurisdiction will require other hours of operation.

Design features that are normally included in these types of projects to reduce construction impacts include:

- Traffic control plan including barricades, traffic control, detours, provision of access, etc.
- A storm water pollution prevention plan that will include sedimentation controls and prevention of spills.
- Fugitive dust control including use of water trucks and street sweeping.

## **2.4 PROJECT DESIGN FEATURES (PDF)**

The following project design features have been incorporated into project to (1) reduce potential hazards and hazardous materials impacts relating to the use of CNG at the bus Base, (2) reduce potential geology and soils impacts that could result from future seismic activity, (3) reduce erosion and dust generated during construction activities and (4) properly dispose of toxic and hazardous materials generated by the proposed project. These measures will be incorporated into the project design and will ensure that these impacts are reduced to less than significant levels.

## **Geology and Soils**

**PDF-1** The Authority shall construct all facilities in a manner that reduces or eliminates the risk of seismic hazards, including liquefaction and/or earthquake induced settlement through compliance with the seismic safety and all applicable provisions of the California Building Code (Title 24, California Code of Regulations). The Authority shall implement this project design feature through development of a design level geotechnical evaluation prepared by a licensed geotechnical engineer.

## **CNG Handling Procedures**

**PDF-2** Specific safety measures will be incorporated into project design and facility operation to reduce the hazards associated with CNG refueling. These measures include measures to reduce potential release of CNG, reduce the amount released and control any ignition sources.

- Methane Detectors will be placed at the equipment area and are currently installed at the Fuel and Vacuum Building. If methane levels reach a prescribed concentration level, the equipment will automatically be shut down.
- Bus fueling will only be conducted by Authority personnel who have been specifically trained for this task.
- No Smoking/No Cell Phones postings are made around the fueling station and equipment area.
- A back-up generator is proposed to provide power to the CNG Fueling system in the event of an electrical power failure.

## **Erosion/Dust Control**

**PDF-3** A storm water pollution prevention plan will be prepared that will identify measures for erosion control and accidental spills during construction. This plan will include provision of containment structures for storage of construction materials and use of sand bags to prevent sedimentation from construction areas. Exposed areas will also be watered during grading and excavation to reduce fugitive dust from these operations.

## **Disposal of Hazardous and Toxic Materials**

**PDF-4** Conversion of the uncompressed natural gas to CNG will produce by products that may be hazardous or toxic. This material is primarily water from water vapors within the gas, but may also include mercaptans, butane and propane. Lubricating oils will also require disposal. These materials will be stored in on-site tanks and will be picked up by licensed firms for recycling and/or disposal.

## **2.5 PROJECT APPROVALS**

The proposed project will require the following permits or approvals:

- Project approval by the Orange County Transportation Authority, Board of Directors.
- Project approval by the Federal Transit Administration if the Authority applies for federal funds for construction.
- Approval of plans and specifications, inspection and approval by the City of Anaheim, Department of Building and Safety
- Inspection/Approval of the new facility by the City of Anaheim, Fire Department.
- Permit for construction and operation of the standby generator by the South Coast Air Quality Management District.

## SECTION 3 – ENVIRONMENTAL EVALUATION

This section provides the CEQA checklist and the responses to the environmental checklist.

### 3.1 ENVIRONMENTAL CHECKLIST AND RESPONSES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				X

### EXISTING CONDITIONS

The proposed project site is located within an existing bus Base. The area is used for storage and maintenance of buses and is industrial in nature. The bus Base is lighted and much of the maintenance of buses occurs during nighttime hours.

### RESPONSE TO QUESTIONS

- a) **No Impact.** The project site is fully developed and located within an industrial area and does not contain scenic vistas. Gas supply pipelines will be placed in city streets and repaved.

- b) **No Impact.** The site is fully developed and does not contain scenic resources including trees, rock outcroppings, and historic buildings within a state scenic highway. The supply pipeline will be in city streets and will not impact scenic or historic areas.
- c) **No Impact.** The proposed project will involve placement of additional fueling equipment within an industrial area. It will not further degrade the existing visual character or quality of the site and its surroundings.
- d) **No Impact.** The site is currently lighted for operational and security purposes. No new source of light and glare is anticipated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to				X

non-agricultural use?				
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## EXISTING CONDITIONS

The proposed project site is an existing bus Base and is not used for agriculture.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project site and supply pipeline routes are not classified as prime farmland, unique farmland or Farmland of Statewide Importance (Source: Maps of California Resources Agency).
- b) **No Impact.** The proposed project site is zoned for industrial uses and is not zoned for agricultural uses nor is under a Williamson Act contract.
- c) **No Impact.** The implementation of the proposed project will not involve other changes in the existing environment that would result in conversion of farmland to non-agricultural uses.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which			X	

exceed quantitative thresholds for ozone precursors)?				
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?			X	

## EXISTING CONDITIONS

The proposed project site is located within the South Coast Air Quality Basin (Basin) and is subject to the rules and regulations of the South Coast Air Quality Management District (SCAQMD). The Basin is currently in non-attainment for ozone, nitrogen dioxide, carbon monoxide and fine particulates. The existing bus Base facilities generates pollutant emissions from operation of existing diesel and LNG buses, other vehicles and from general maintenance activities.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** The proposed project will only generate temporary short-term emissions from heavy equipment including cranes, backhoes and other equipment associated with construction of pipelines within the facility, construction of equipment pads and installation of the CNG equipment. The overall construction period could last up to nine months, but the period of heavy construction would be much less. An estimate of pollutant emissions based on modeling of the one-day worst case construction emissions are provided below:

**Maximum Daily Construction Emissions  
(In Pounds/day)**

Source Category	Pollutant				
	Carbon Monoxide (CO)	Reactive Organic Compounds (ROG)	Oxides of Nitrogen (NOx)	Oxides of Sulfur (SOx)	Particulates (PM10)
Excavation					46
Diesel Equipment	16	6	43	4	4
Trucks	6	2	14	4	4
Employee Vehicles	9	1	0.5	-	-
Maximum Daily Construction Emissions	31	9	57.5	8	54

SCAQMD Significance Thresholds for Construction	550 lb/day	75 lb/day	100 lb/day	150 lb/day	150 lb/day
Significant?	No	No	No	No	No

The only long-term pollutant emissions will be associated with the testing and infrequent operation of the emergency generator. The generator will be permitted by the SCAQMD. However, these pollutant emissions will be offset by the significant reduction in pollutant emissions that will be achieved from the CNG facility. This facility will provide a fuel source for the Authority's new CNG fueled buses. Replacing diesel buses with CNG fueled buses will improve air quality within the Basin and will help achieve the goals and objectives of the SCAQMD's most recently adopted Air Quality Management Plan.

Construction of The Gas Company's supply pipeline is also expected to result in less than significant short-term construction emissions. An estimate of worst case pollutant emissions is provided below:

**Maximum Daily Construction Emissions For Gas Supply Pipeline  
(In Pounds/day)**

Source Category	Pollutant				
	Carbon Monoxide (CO)	Reactive Organic Compounds (ROG)	Oxides of Nitrogen (NOx)	Oxides of Sulfur (SOx)	Particulates (PM10)
Excavation					76
Diesel Equipment	24	12	56	6	12
Trucks	13	6	22	4	8
Employee Vehicles	12	2	1	-	-
Maximum Daily Construction Emissions	49	20	79	10	86
SCAQMD Significance Thresholds for Construction	550 lb/day	75 lb/day	100 lb/day	150 lb/day	150 lb/day
Significant?	No	No	No	No	No

- b) Less than Significant Impact.** As noted in subsection (a); proposed project will only generate temporary short-term air pollutant emissions associated with placement of pipelines within the facility, construction of equipment pads and foundations, and installation of equipment. Operational emissions will be limited to the testing and emergency operation of the emergency generators and will be offset by the significant reduction in pollutant emissions that will be achieved by the replacement of diesel-fueled buses. Therefore, neither short-term construction emissions and or long-term pollutant emissions will result in violation of any air quality standards.

- c) **Less than Significant Impact.** As discussed in subsections (a) and (b), the project will generate minor pollutant emissions during construction and will have a net benefit on long term air quality due to the ongoing replacement of diesel the Authority's diesel buses with CNG fueled buses. The use of CNG fueled buses instead of diesel-powered buses will result in a long-term net decrease in emissions associated with diesel powered buses. Therefore, the project's pollutant emissions would not be cumulatively considerable.
- d) **No Impact.** The proposed project site is located within an industrial area and no sensitive receptors have been identified. Furthermore, the proposed project is not expected to result in generation of substantial concentrations of pollutants.
- e) **Less than Significant Impact.** Implementation of the proposed project is not anticipated to result in activities that will create objectionable odors.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited				X

to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

## EXISTING CONDITIONS

The proposed project site is located within an existing bus Base. This is an industrial area and contains no biological resources.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The site is an industrial site and contains no habitat for plant or wildlife species.
- b) **No Impact.** The site contains no riparian or other sensitive biological habitats.
- c) **No Impact.** The site contains no wetlands or other sensitive habitats.
- d) **No Impact.** The site is an industrial site and contains no wildlife habitat and is not a movement or migratory path for wildlife.
- e) **No Impact.** There are no trees or other biological resources on the site that will be impacted by the proposed project.
- f) **No Impact.** The site is not located within an adopted Habitat Conservation Plan or Natural Community Conservation Plan. Therefore, the proposed project will not conflict with such a plan.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES</b> – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X

## EXISTING ENVIRONMENT

The proposed project site and pipeline are located in a previously developed site that has been substantially graded, paved and structures constructed. The site would not be expected to contain any archaeological or paleontological resources within a scientific context. Additionally, there are no structures on the site 50 years old or older that could be considered of historical significance. No cultural or paleontological resources are expected to occur along the gas supply line alignment since the alignment is located in city streets.

## RESPONSE TO QUESTIONS

- a) **No Impact.** Implementation of the proposed project will not impact any known historical resources at the project site. Buildings on the site are of recent vintage and do not possess historical significance. The supply pipeline will be in city streets with no significant historical resources.
- b) **No impact.** The site and pipeline alignment have been substantially disturbed through the construction of the bus Base and city street construction. No resources would remain in the zone of construction.

- c) **No Impact.** The project site and potential supply pipeline alignments have been impacted by the previous construction so any resources contained in the area would be devoid of their historical context and not of scientific value.
- d) **No Impact.** Because the site and pipeline alignment have been previously disturbed by construction, it is highly unlikely that human remains are located on the proposed project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS – Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site			X	

landslide, lateral spreading, subsidence, liquefaction or collapse?				
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

## EXISTING ENVIRONMENT

The proposed project site is located on a developed portion of the Anaheim Bus Base. The location for the new facilities and supply pipeline alignment is within paved areas and within the existing fueling station. The site is relatively flat, containing no slopes or similar structures.

## RESPONSE TO QUESTIONS

### a) See Below

- i. **Less than Significant Impact.** The proposed project site is not located within an Alquist Priolo Earthquake Fault Zone and no known active faults cross the project site. (Divisions of Mines and Geology Special Publication 42).
- ii. **Less than Significant Impact.** Given the location of the proposed project site within earthquake prone Southern California, the proposed project site may experience strong seismic ground shaking during a seismic event. Accordingly and as part of the Authority's standard construction practices, all structures and pipelines will be constructed in a manner that reduces or eliminates the risk of seismic hazards, including liquefaction and/or earthquake induced settlement through compliance with the seismic safety and all applicable provisions of the California Building Code (Title 24, California Code of Regulations). These standard construction practices have been incorporated into the Project Design Features (PDF-1). As discussed in PDF-1, compliance with the CBC will be verified and confirmed in a final geotechnical report that will be prepared for the project. The report will include recommendations on foundation design and other design parameters that are consistent with the CBC and standard engineering practices to reduce damage from severe ground shaking. This design feature will reduce impacts to less than significant levels.

iii. **Less than Significant Impact.** As discussed in subsection (ii), PDF-1 has been incorporated into the project to ensure that liquefaction will be reduced to a less than significant level ground failure.

iv. **No Impact.** The proposed project site is relatively level and not prone to land slides.

b) **Less than Significant Impact.** The proposed project site is relatively level and only approximately 6,550 square feet of land will be disturbed. Therefore, substantial soil erosion is not anticipated. The supply pipeline will be constructed within city streets and not be prone to significant erosion. PDF-3 has been incorporated into project design to further reduce erosion potential.

c) **Less than Significant Impact.** As discussed in subsection (ii) PDF-1 has been incorporated into the project to ensure that any potential risk from lateral spreading, subsidence, liquefaction or collapse will be reduced to less than significant levels.

d) **Less than Significant Impact.** As discussed in subsection (ii) PDF-1 has been incorporated into the project to ensure that any potential risk from expansive soils will be reduced to less than significant levels.

e) **No Impact.** Sewers are available at the site and the project will not require septic tanks.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VII. HAZARDS AND HAZARDOUS MATERIALS B Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or				X

acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

## EXISTING ENVIRONMENT

The proposed project site is within an existing Anaheim Bus Base. This bus Base is located within an industrial area with no adjacent residential or other sensitive receptor areas. The bus Base currently handles a number of hazardous materials including diesel fuel, Liquefied Natural Gas, Liquefied Petroleum Gas, Gasoline, lubricating oils, solvents and other chemicals.

Materials are stored and handled according to local, state and federal regulations. Personnel are trained in the handling and use of the materials. Spill containment structures; spill contingency plans, fire control systems and methane detectors are installed at specific locations.

Fueling of vehicles takes place in a covered building. Trained personnel are the only personnel allowed to conduct the refueling operation. The entire area is paved with the appropriate containment equipment and methane detection system.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** Implementation of the proposed project will not require transportation or disposal of hazardous materials. Construction activities may require the use of fuels, solvents and lubricants, however this quantity will be small and not substantially different from the material already in use and transported to the site. The compression of natural gas will result in the generation of wastewater, small quantities of mercaptans, propane and butane. This material as well as lubricating oil for the compressor will be stored on designated tanks on site and transported via a licensed waste hauler for treatment and disposal. As noted in Section 2.4, PDF-2 has been incorporated into the project to ensure that any potential risk from the transmission, storage, and use of CNG fuel at the facility will be reduced to a less than significant level.
- b) **Less than Significant Impact.** Implementation of the proposed project will result in the construction and operation of a CNG facility on the site. Natural gas will be provided to the site via The Gas Company Service System and compressed on site. Buses and other vehicles will be fueled by dispensing the compressed gas directly into the vehicle fuel tank. There is a potential that a leak in the system or operator error may release a natural gas vapor cloud into the atmosphere. If this gas cloud is in an explosive concentration and encounters an ignition source (open flame, spark, etc), this could create an explosion and/or fire. PDF-1 and PDF-2 have been incorporated into the project design to reduce this impact to less than significant levels. This feature describes standard safety procedures for reducing the potential for releases, early detection of leaks to prevent buildup of gas clouds and other measures to reduce the potential for ignition of any vapors.
- c) **No Impact.** The proposed project site is not located within ¼ mile of a school.
- d) **No Impact.** The proposed project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and would not create a significant hazard to the public or the environment.

- e) **No Impact.** The proposed project site is not located within an airport land use plan.
- f) **No Impact.** The proposed project site is not located within the vicinity of a private airstrip.
- g) **No Impact.** The proposed project will not interfere with an adopted emergency response plan or emergency evacuation plans. It use will not change for current activities.
- h) **No Impact.** The proposed project site is not located within or adjacent to wildland areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VIII. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X

## EXISTING ENVIRONMENT

The proposed project site is located within a paved industrial site. Runoff from the site is discharged into the storm drain system.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** Implementation of the proposed project will result in disturbance to existing paved areas. This could create short-term sedimentation impacts. Normal construction techniques including erosion control and sweeping would assure that these impacts would not reach significant levels. This is outlined in PDF-3.
- b) **No Impact.** The proposed project will not use groundwater nor will excavations be deep enough to reach the aquifer.
- c) **No Impact.** The proposed project will not change current drainage or water quality treatment of on-site runoff. It will be accommodated within the existing facility.
- d) **No Impact.** The proposed project will not alter site drainage.
- e) **No Impact.** The proposed project will not increase the amount of impervious surfaces since the entire site is currently paved.
- f) **Less than Significant Impact.** As discussed under "a" above: the construction of the site has short term potential for sedimentation during construction.
- g) **No Impact.** The site is not within a 100-year flood plain.
- h) **No Impact.** The site is not within a 100-year flood plain.
- i) **No Impact.** The site is not located within a 100-year flood plain nor is it located within an inundation zone.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
IX. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted				X

for the purpose of avoiding or mitigating an environmental effect?				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

## EXISTING ENVIRONMENT

The proposed project site is an industrial facility used to store and maintain buses and other vehicles. Surrounding land uses are also industrial in nature.

## RESPONSE TO QUESTIONS

- a) **No Impact.** Implementation of the proposed project will not substantially alter the current use of the site and will not result in any division of an established community.
- b) **No Impact.** The site is currently designated for industrial use and the implementation of the proposed project is consistent with those uses.
- c) **No Impact.** The proposed project site is not governed by any habitat conservation plan or by a natural community conservation plan.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
X. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

## EXISTING ENVIRONMENT

The proposed project site is a developed industrial site and contains no known mineral resources.

## RESPONSE TO QUESTIONS

- a) **No Impact.** Because the site is currently paved and developed for industrial uses and contains no known mineral resources, there will not be loss of availability of known mineral resources.
- b) **No Impact.** The site is not listed as a locally important mineral site either by the City of Anaheim and the State of California Department of Conservation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XI.NOISE B Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or				X

public use airport, would the project expose people residing or working in the project area to excessive noise levels?				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

## EXISTING ENVIRONMENT

The proposed project site is an operating bus Base that creates noise from operation and maintenance of buses being driven in and out of the facility as well as from buses being operated within the facility. Maintenance activities are on-going on a 24-hour seven days a week basis. The proposed project site is located within an industrial area where many of these industries also produce substantial noise levels. No sensitive receptors are in the vicinity of the proposed project.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** The proposed project will primarily result in a temporary increase in ambient noise levels during the construction period. Construction will be confined to daytime periods in accordance with the City of Anaheim Noise Ordinance. The City of Anaheim requires that noise sources associated with construction, repair, remodel or grading of any real property be confined to the hours of 7:00 AM and 8:00 PM only on weekdays and on Saturday. No construction activity may occur on Sunday or a Federal Holiday. In addition, there are no sensitive receptors, such as residential uses, hotels or hospitals located in the vicinity of the site that would be subjected to these activities. Due to the limited duration of construction activity, the lack of sensitive receptors proximal to the project site and the restriction contained in the City's noise ordinance temporary construction noise levels would not violate applicable noise standards and would be less than significant.

Long term operation noise sources associated with the proposed project include electrical compressors and the occasional testing of the emergency generator. The noise sources are not anticipated to significantly increase existing noise levels that are currently generated by the 24-7 operations of the bus Base. Moreover, the site is surrounded by other industrial uses that generally have a much greater tolerance than other types of uses such as residential uses and similar uses. Since the long-term operational noise source will likely be consistent with the existing bus Base operations and given the current land use character of the area, it is not anticipated that noise levels will be excessive or violate any noise standards.

Construction of the supply pipeline will result in short-term noise impacts along the pipeline alignment. It is anticipated that construction will take place along busy city streets that are already experiencing high noise levels from

traffic and other sources. Because no sensitive receptors have been identified along this alignment and the impact will be temporary in nature, the impacts will not reach significant levels.

- b) **Less than Significant Impact.** Implementation of the proposed project is not anticipated to generate substantial ground vibrations during construction or operation of the facility. No pile driving or other high impact construction operations are associated with the proposed project.
- c) **Less than Significant Impact.** Please see the discussion in subsection (a).
- d) **Less than Significant Impact.** Please see the discussion in subsection (a).
- e) **No Impact.** The proposed project site is not within an airport land use zone.
- f) **No Impact.** The proposed project site is not located within the vicinity of a private airstrip.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XII. POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

## EXISTING CONDITIONS

The proposed project site is within an industrial area and has no housing in close proximity.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project is merely intended to provide a fuel source for a new type of bus. It will not increase the number of buses or generate any additional population growth.
- b) **No Impact.** No houses exist on the site.
- c) **No Impact.** No people reside at the proposed project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XIII. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				X
Fire protection?			X	
Police protection?				X
Schools?				X
Parks?				X
Other public facilities?				X

## EXISTING CONDITIONS

Public services to the site are provided by the City of Anaheim. This includes fire protection and police protection services.

## RESPONSE TO QUESTIONS

a)

**Fire Protection Less than Significant Impact.** The new facility will require additional fire inspection services both during construction and during operation. Since the fire department currently conducts inspection of the site, no new manpower or facilities are anticipated to be required.

**Police Protection No Impact.** Because the proposed project will be placed within an existing facility, no additional police protection services are anticipated.

**Schools No Impact.** The proposed project will not generate additional students

**Parks. No Impact.** The industrial project will not require additional park facilities since it is an industrial site.

**Other Public Facilities. No Impact.** The proposed project will not require any additional public facilities.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XIV. RECREATION --				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				X

## EXISTING CONDITIONS

The proposed project site is an industrial site that generates no demand for parks nor contains any parks.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project will not create increased use of neighborhood and regional parks because of the industrial nature of the use.
- b) **No Impact.** The proposed project would not include recreational facilities.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XV. TRANSPORTATION/ TRAFFIC – Would the project:				
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			X	
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g.,				X

farm equipment)?				
e) Result in inadequate emergency access?			X	
f) Result in inadequate parking capacity?			X	
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X

## EXISTING CONDITIONS

The existing bus facility currently operates approximately 180 buses from the site. Access to the site is via State College Boulevard. Right turn traffic only is allowed from the bus Base onto State College Boulevard.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** Implementation of the proposed project will temporarily increase traffic due to construction workers. It is anticipated that this traffic will be less than 50 trips per day over the construction period. This increase is not considered significant. On an operational basis, there will not be an increase in traffic, merely a gradual change in the type of buses being operated.

Construction of the supply pipeline by The Gas Company may result in temporary congestion during the construction period. It is anticipated that normal traffic control plans will reduce any impact to less than significant levels.

- b) **No Impact.** The small changes in short-term construction traffic is not expected to change the level of service for the area intersections.
- c) **No Impact.** The project will not involve any aircraft or airport related issues.
- d) **No Impact.** The proposed project will not alter any roadways or access points.
- e) **Less than Significant Impact.** The proposed project will not alter any emergency access to the site. There is a potential that the construction of the gas supply line by The Gas Company may restrict access to the site. The traffic control plan that would be prepared for this associated project would assure that emergency access would be maintained.
- f) **Less than Significant Impact.** The proposed project will result in the loss of approximately 15 bus parking spaces. The loss of the spaces will be accommodated through operational changes within the Authority's transit system.
- g) **No Impact.** The proposed project will actually contribute to alternative transportation because it will provide buses with cleaner burning fuel.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XVI. UTILITIES AND SERVICE SYSTEMS</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project=s projected demand in addition to the provider=s existing commitments?				X

f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

## EXISTING CONDITIONS

The proposed project site is served by existing utility infrastructure including potable water, sanitary sewer and storm drains.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project will not require additional wastewater treatment or discharge than those currently occurring at the site.
- b) **No Impact.** The proposed project will not require new water or wastewater treatment facilities since no change in wastewater generation or water use is associated with the proposed project.
- c) **No Impact.** No additional storm water drainage systems are needed because the entire site is currently paved and the proposed project will not increase impermeable surfaces.
- d) **No Impact.** No new water supplies will be needed for the proposed project.
- e) **No Impact.** The proposed project will not generate additional wastewater above the current levels.
- f) **No Impact.** The operation of the proposed project is not anticipated to generate additional solid waste.
- g) **No Impact.** The proposed project will comply with federal, state and local regulations related to solid waste.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XVII. MANDATORY FINDINGS OF SIGNIFICANCE --</b>				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

## RESPONSE TO QUESTIONS

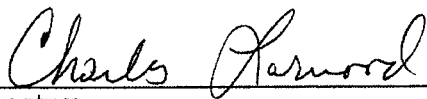
- a) **No Impact.** The proposed project is constructing a CNG fueling facility within an existing developed bus Base. It is not expected to substantially degrade the quality of the environment.
- b) **No Impact.** The proposed project involves the construction of new facilities within an existing facility and within existing streets, and will not result in cumulatively considerable impacts.
- c) **Less than Significant Impact.** The proposed project is not expected to have substantial adverse environmental effects.



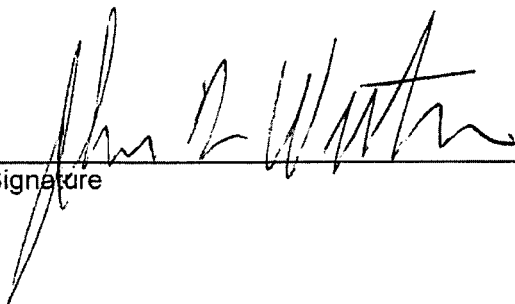
## SECTION 4 – DETERMINATION

On the basis of this initial evaluation:

X	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
Signature

9/19/06  
Date

  
Signature

9/19/06  
Date

## **SECTION 5 – PREPARERS**

### **5.1 *ORANGE COUNTY TRANSPORTATION AUTHORITY***

Wendy Garcia - Transportation Analyst

James J. Kramer - Principal Civil Engineer

### **5.2 *KLEINFELDER***

John Westermeier - Project Manager

Herbert Vogler - Principal in Charge

Eric Carlson - Safety/Air Quality

## **SECTION 6 – REFERENCES**

California Department of Conservation, Important Mineral Areas of California

California Division of Mines and Geology, Map of Alquist Priolo Study Areas,  
Special Publication 42

City of Anaheim, General Plan and Zoning Code Update, January 2002.



**INITIAL STUDY AND  
NEGATIVE DECLARATION FOR  
COMPRESSED NATURAL GAS FUELING FACILITY  
GARDEN GROVE BUS BASE**

PREPARED FOR:

**THE ORANGE COUNTY TRANSPORTATION AUTHORITY  
550 SOUTH MAIN STREET  
ORANGE, CA 92868**

CONTACT: WENDY GARCIA

PREPARED BY:

**KLEINFELDER, INC.  
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DIAMOND BAR, CA 91765  
909-396-0335**

CONTACT: JOHN WESTERMEIER

**SEPTEMBER 19, 2006**



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# **SECTION 1 – INTRODUCTION**

## **1.1 INTRODUCTION**

The purpose of this Project is for the Orange County Transportation Authority (Authority) to construct and operate a compressed natural gas (CNG) Facility (Facility) at the existing Garden Grove Bus Base (Base). This Facility is necessary to fuel a new generation of CNG powered buses that will eventually replace the Authority's existing diesel buses. This Initial Study (IS) has been prepared pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to evaluate the potential environmental effects associated with the Facility construction and operation.

## **1.2 SUMMARY OF FINDINGS**

The analysis of the proposed project through the use of the environmental checklist process has determined the following environmental issue areas to have no impacts or less than significant impacts:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Waste
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

### **1.3 PROJECT REVIEW PROCESS**

The IS, Notice of Availability and the Notice of Intent to Adopt a Negative Declaration (ND) have been distributed to the affected agencies and individuals. The Notice of Intent has been filed with the County Clerk of Orange County and has been published in the Orange County Register. The IS and ND are also available through the Authority's web site ([www.octa.net/CNGfacilities](http://www.octa.net/CNGfacilities))

The environmental documentation is also available for review at the following location:

Orange County Transportation Authority  
OCTA Planning and Analysis Department  
600 South Main Street, Second Floor  
Orange, CA 92868

### **1.4 ORGANIZATION OF THE INITIAL STUDY**

The IS is organized into the following sections:

- **Section 1 – Introduction.** This section provides an introduction and overview describing the conclusions of the IS.
- **Section 2 – Project Description.** This section describes the proposed project objectives, location and setting, description of the proposed construction and operation of the facility and mitigation measures incorporated into project design.
- **Section 3 – Environmental Evaluation.** This section provides the CEQA checklist and responses to the checked items.
- **Section 4 – Determination.** A statement on the determination that a ND is the appropriate document is included in this section.
- **Section 5 – Preparers.** This section identifies those individuals responsible for preparing and contributing to the IS and proposed ND.
- **Section 6 – References.** This section identifies those references used in preparation of the IS.

## **SECTION 2 – PROJECT DESCRIPTION**

### **2.1 PROJECT OBJECTIVE**

The Orange County Transportation Authority (Authority) proposes to construct and operate a Compressed Natural Gas (CNG) Fueling Facility (Facility) at its Garden Grove Bus Base. This new facility is required to provide fuel to new buses powered by CNG. These new buses will replace existing diesel-powered buses, reducing air pollutants associated with the diesel engines. The CNG powered buses will also eventually replace the buses powered by Liquefied Natural Gas (LNG).

### **2.2 PROJECT LOCATION AND SURROUNDING ENVIRONMENT**

Construction activities will take place entirely within the boundaries of the 19.3 acres Garden Grove Bus Base (Base) located at 11790 Cardinal Circle in the City of Garden Grove. The proposed project site is located southwest of the corner of Trask Avenue and Harbor Boulevard and is just south of the Garden Grove Freeway (State Route 22). Access to the site is via a driveway from Cardinal Circle. Plate 1 provides a location map for the proposed project.

The proposed project site is operated by the Authority and houses approximately 230 transit buses. These buses are parked, fueled and maintained at this facility. The facility is operated 24 hours per day/seven days per week. The facility currently has fueling facilities for diesel fuel, liquefied natural gas (LNG) liquefied petroleum gas (LPG) and gasoline.

The Base is located in an industrial area. Surrounding parcels contain manufacturing plants, warehouses, and similar facilities. No residential areas or other sensitive receptors are located adjacent to the facility.

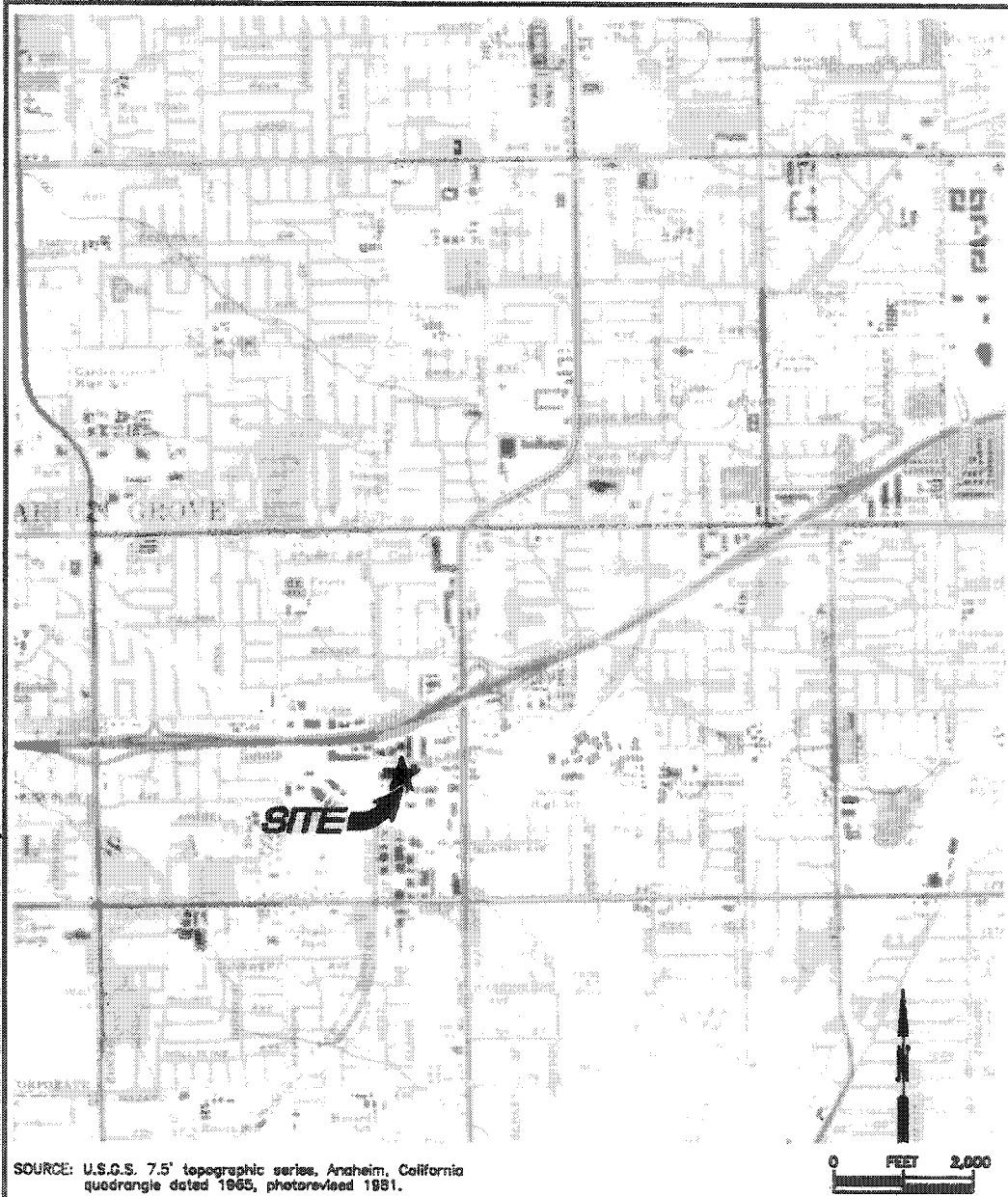
### **2.3 PROJECT DESCRIPTION**

#### **2.3.1 On-site Facilities**

Implementation of the proposed project will require the installation of new equipment on an approximately 6,000 square foot portion of the 19.3 acres Bus Base. Plate 2 provides a conceptual site plan depicting the location of the new equipment. The proposed equipment area for the CNG facility would be placed in the northeastern portion of the bus base replacing seven bus-parking stalls. Equipment in this area include dispensing and transport offloading systems, CNG Compressor, CNG buffer and dispensing systems, CNG piping, electrical distribution, motor control and programmable control systems. An emergency back-up generator is proposed to be located just north of the equipment area.



# **Plate 1** **Vicinity Map**



SOURCE: U.S.G.S. 7.5' topographic series, Anaheim, California  
quadrange dated 1965, photorevised 1981.

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## **SITE LOCATION MAP**

OCTA MAINTENANCE FACILITY  
11759 CARDINAL CIRCLE  
GARDEN GROVE, CALIFORNIA

DRAWN BY: D. FAHRNEY  
REVISED BY: D. FAHRNEY  
CHECKED BY: J.W.  
PLATE

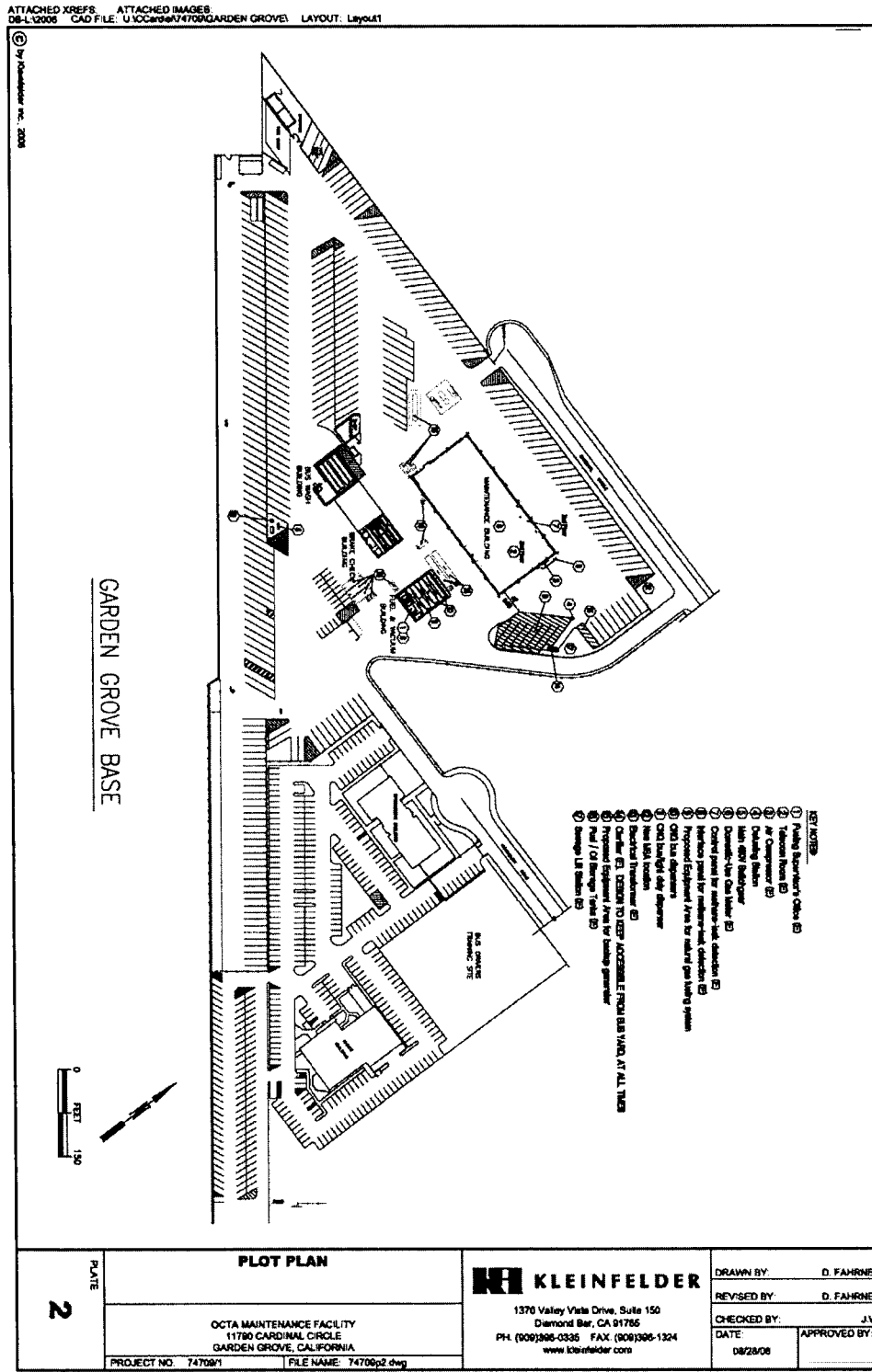
**1**

DRAWN: 09/28/06 APPROVED BY: PROJECT NO. 74709/1 FILE NAME: 74709p1.dwg

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## Plate 2 Conceptual CNG Site Plan



A defueling system is proposed near the location of the equipment area. This system will allow CNG from the bus fuel tanks to be discharged back into the CNG fueling system to avoid releasing the gas into the atmosphere.

A CNG fueling system will be constructed within the existing Fuel and Vacuum Building. The fueling system will dispense CNG through two single hose CNG dispensers for high capacity fast fill bus fueling and one dual hose dispenser for high capacity fast fill bus fueling and light duty fueling for smaller vehicles.

The proposed project will also involve the construction of approximately 500 feet of gas pipelines within the bus base. These pipes will include extension of the gas pipeline from a stub pipeline placed at the Base boundary near Cardinal Circle to the proposed equipment area and pipelines from the proposed equipment area to the fuel and vacuum building. The Gas Company provides the gas pipeline to the Base.

Construction of the CNG facility is estimated to take up to nine months. Construction will take place entirely within the bus base boundaries and will include the following activities:

- Cutting and removal of existing pavement for equipment pad and pipeline construction.
- Extension of electrical service to the facilities.
- Excavation for internal pipeline and equipment pad construction.
- Construction of foundations and pads for the manufactured CNG equipment.
- Placement of equipment to the constructed pads.
- Construction of fueling facilities within the existing Fuel and Vacuum Building.

It is anticipated that equipment used on the site will be limited and would include a backhoe, concrete cutting equipment, cranes and forklifts for installing the equipment. Ready-mixed concrete trucks will deliver concrete for the pads. Construction is anticipated to take place during daytime hours Monday through Friday.

### 2.3.2 Off-site Supply Line

The project also includes the construction of a natural gas supply line to the Base by The Gas Company (Semptra Utilities). The Authority anticipates entering into an agreement with The Gas Company to supply the Base with the required quantity of gas. The gas will be supplied through The Gas Company's existing supply system. An approximate 6-inch supply line will be constructed from an appropriate pipeline junction in the system to the Base property line. The route of the pipeline and the construction process is under the control of The Gas Company who will comply with California Public Utility Commission rules and regulations and any local City rules and requirements. The Gas Company will determine the pipeline route, obtain any required local permits, such as encroachment permits, and construct the pipeline.

Although the pipeline design has not been completed, The Gas Company has indicated that the most likely route would be from First Street northward along Harbor Boulevard to Cardinal Circle, then westward to the Base property line. Pipeline length could vary from 4,500 feet to 8,100 feet.

Construction of the pipeline will typically follow the following process:

- Cutting of pavement and removal of asphalt and/or concrete.
- Trenching to the required depth normally using a backhoe or excavator.
- Placement of the steel pipe and welding of pipeline segments.
- Pressure testing of the pipeline.
- Backfilling of the pipeline trench.
- Replacement of paving, as required by the local jurisdiction.

It is anticipated that construction will last from 3 to 5 days in any one location. Steel plates normally will cover exposed trenches during non-construction hours. Construction will normally occur during daytime hours during weekdays unless a local jurisdiction will require other hours of operation.

Design features that are normally included in these types of projects to reduce construction impacts include:

- Traffic control plan including barricades, traffic control, detours, provision of access, etc.
- A storm water pollution prevention plan that will include sedimentation controls and prevention of spills.
- Fugitive dust control including use of water trucks and street sweeping.

## **2.4 PROJECT DESIGN FEATURES (PDF)**

The following project design features have been incorporated into project to (1) reduce potential hazards and hazardous materials impacts relating to the use of CNG at the bus base, (2) reduce potential geology and soils impacts that could result from future seismic activity, (3) reduce erosion and dust generated during construction activities and (4) properly dispose of toxic and hazardous materials generated by the proposed project. These measures will be incorporated into the project design and will ensure that these impacts are reduced to less than significant levels.

## **Geology and Soils**

**PDF-1** The Authority shall construct all facilities in a manner that reduces or eliminates the risk of seismic hazards, including liquefaction and/or earthquake induced settlement through compliance with the seismic safety and all applicable provisions of the California Building Code (Title 24, California Code of Regulations). The Authority shall implement this project design feature through development of a design level geotechnical evaluation prepared by a licensed geotechnical engineer.

## **CNG Handling procedures**

**PDF-2** Specific safety measures will be incorporated into project design and facility operation to reduce the hazards associated with CNG refueling. These measures include measures to reduce potential release of CNG, reduce the amount released and control any ignition sources.

- Methane Detectors will be placed at the equipment area and are currently installed at the Fuel and Vacuum Building. If methane levels reach a prescribed concentration level, the equipment will automatically be shut down.
- Bus fueling will only be conducted by Authority personnel who have been specifically trained for this task.
- No Smoking/No Cell Phones postings are made around the fueling station and equipment area.
- A back-up generator is proposed to provide power to the CNG Fueling system in the event of an electrical power failure.

## **Erosion/Dust Control**

**PDF-3** A storm water pollution prevention plan will be prepared that will identify measures for erosion control and accidental spills during construction. This plan will include provision of containment structures for storage of construction materials and use of sand bags to prevent sedimentation from construction areas. Exposed areas will also be watered during grading and excavation to reduce fugitive dust from these operations.

## **Disposal of Hazardous and Toxic Materials**

**PDF-4** Conversion of the uncompressed natural gas to CNG will produce by products that may be hazardous or toxic. This material is primarily water from water vapors within the gas, but may also include mercaptans, butane and propane. Lubricating oils will also require disposal. These materials will be stored in on-site tanks and will be picked up by licensed firms for recycling and/or disposal.

## **2.5 PROJECT APPROVALS**

The proposed project will require the following permits or approvals:

- Approval of the project by the Orange County Transportation Authority, Board of Directors.
- Approval of the project by the Federal Transit Administration if the Authority applies for federal funds for construction.
- Approval of plans and specifications, inspection and approval by the City of Garden Grove, Department of Building and Safety.
- Inspection/Approval of the new facility by the City of Garden Grove, Fire Department.
- Permit for construction and operation of the standby generator by the South Coast Air Quality Management District.

## SECTION 3 – ENVIRONMENTAL EVALUATION

This section provides the CEQA checklist and the responses to the environmental checklist.

### 3.1 ENVIRONMENTAL CHECKLIST AND RESPONSES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				X

### EXISTING CONDITIONS

The proposed project site is located within an existing bus base. The area is used for storage and maintenance of buses and appears industrial in nature. The bus base is lighted and much of the maintenance of buses occurs during nighttime hours.

### RESPONSE TO QUESTIONS

- a) **No Impact.** The project site is fully developed and located within an industrial area and does not contain scenic vistas. The Gas Company pipeline route would also be within existing street within an urban setting.

- b) **No Impact.** The site and the pipeline alignment is fully developed and does not contain scenic resources including trees, rock outcroppings, and historic buildings within a state scenic highway.
- c) **No Impact.** The proposed project will involve placement of additional industrial equipment within an industrial area. It will not further degrade the existing visual character or quality of the site and its surroundings.
- d) **No Impact.** The site is currently lighted for operational and security purposes. No new source of light and glare is anticipated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X

## EXISTING CONDITIONS

The proposed project site is an existing bus base and is not used for agriculture.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project site and supply pipeline routes are not classified as prime farmland, unique farmland or Farmland of Statewide Importance (Source: Maps of California Resources Agency).
- b) **No Impact.** The proposed project site is zoned for industrial uses and is not zoned for agricultural uses or is under a Williamson Act contract.
- c) **No Impact.** The implementation of the proposed project will not involve other changes in the existing environmental that would result in conversion of farmland to non-agricultural uses.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	

d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?			X	

## EXISTING CONDITIONS

The proposed project site is located within the South Coast Air Quality Basin (Basin) and is subject to the rules and regulations of the South Coast Air Quality Management District (SCAQMD). The Basin is currently in non-attainment for ozone, nitrogen dioxide, carbon monoxide and fine particulates. The existing bus base generates pollutant emissions from operation of existing diesel and LNG buses, other vehicles and from general maintenance activities.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** The proposed project will only generate temporary short-term emissions from heavy equipment including cranes, backhoes and other equipment associated with construction of pipelines within the facility, construction of equipment pads and installation of the CNG equipment. The overall construction period could last up to nine months, but the period of heavy construction would be much less. An estimate of pollutant emissions based on modeling of the one-day worst case construction emissions are provided below:

**Maximum Daily Construction Emissions  
(In Pounds/day)**

Source Category	Pollutant				
	Carbon Monoxide (CO)	Reactive Organic Compounds (ROG)	Oxides of Nitrogen (NOx)	Oxides of Sulfur (SOx)	Particulates (PM10)
Excavation					46
Diesel Equipment	16	6	43	4	4
Trucks	6	2	14	4	4
Employee Vehicles	9	1	0.5	-	-
Maximum Daily Construction Emissions	31	9	57.5	8	54
SCAQMD Significance Thresholds for Construction	550 lb/day	75 lb/day	100 lb/day	150 lb/day	150 lb/day
Significant?	No	No	No	No	No

The only long-term pollutant emissions will be associated with the testing and infrequent operation of the emergency generator. The generator will be permitted by the SCAQMD. However, these pollutant emissions will be offset by the significant reduction in pollutant emissions that will be achieved from the CNG facility. This facility will provide a fuel source for the Authority's new CNG fueled buses. Replacing diesel buses with CNG fueled buses will improve air quality within the Basin and will help achieve the goals and objectives of the SCAQMD's most recently adopted Air Quality Management Plan.

Construction of The Gas Company's supply pipeline is also expected to result in less than significant short-term construction emissions. An estimate of worst case pollutant emissions is provided below:

**Maximum Daily Construction Emissions For Gas Supply Pipeline  
(In Pounds/day)**

Source Category	Pollutant				
	Carbon Monoxide (CO)	Reactive Organic Compounds (ROG)	Oxides of Nitrogen (NOx)	Oxides of Sulfur (SOx)	Particulates (PM10)
Excavation					76
Diesel Equipment	24	12	56	6	12
Trucks	13	6	22	4	8
Employee Vehicles	12	2	1	-	-
Maximum Daily Construction Emissions	49	20	79	10	86
SCAQMD Significance Thresholds for Construction	550 lb/day	75 lb/day	100 lb/day	150 lb/day	150 lb/day
Significant?	No	No	No	No	No

**b) Less than Significant Impact.** As noted in subsection (a); proposed project will only generate temporary short-term air pollutant emissions associated with placement of pipelines within the facility, construction of equipment pads and foundations, and installation of equipment. Operational emissions will be limited to the testing and emergency operation of the emergency generators and will be offset by the significant reduction in pollutant emissions that will be achieved by the replacement of diesel-fueled buses. Therefore, neither short-term construction emissions and or long-term pollutant emissions will result in violation of any air quality standards.

**c) Less than Significant Impact.** As discussed in subsections (a) and (b), the project will generate minor pollutant emissions during construction and will have a net benefit on long term air quality due to the ongoing replacement of diesel the Authority's diesel buses with CNG fueled buses. The use of CNG

fueled buses instead of diesel-powered buses will result in a long-term net decrease in emissions associated with diesel powered buses. Therefore, the project's pollutant emissions would not be cumulatively considerable.

- d) **No Impact.** The proposed project site is located within an industrial area and no sensitive receptors have been identified adjacent to the site. Furthermore, the proposed project is not expected to result in generation of substantial concentrations of pollutants.
- e) **Less than Significant Impact.** Implementation of the proposed project is not anticipated to result in activities that will create objectionable odors.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption,				X

or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

## EXISTING CONDITIONS

The proposed project site is located within an existing bus base. This is an industrial area and contains no biological resources.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The site is an industrial project and contains no habitat for plant or wildlife species.
- b) **No Impact.** The site contains no riparian or other sensitive biological habitats.
- c) **No Impact.** The site contains no wetlands or other sensitive habitats.
- d) **No Impact.** The site is an industrial site and contains no wildlife habitat and is not a movement or migratory path for wildlife.
- e) **No Impact.** There are no trees or other biological resources on the site that will be impacted by the proposed project.
- f) **No Impact.** The site is not located within an adopted Habitat Conservation Plan or Natural Community Conservation Plan. Therefore, the proposed project will not conflict with such a plan.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES</b> – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X

## EXISTING ENVIRONMENT

The proposed project site and pipeline alignment are located in a previously developed site that has been substantially graded, paved and structures constructed. The site would not be expected to contain any archaeological or paleontological resources within a scientific context. Additionally, there are no structures on the site 50 years old or older that could be considered of historical significance. No cultural or paleontological resources are expected to occur along the gas supply line alignment since the alignment is located in city streets.

## RESPONSE TO QUESTIONS

- a) **No Impact.** Implementation of the proposed project will not impact any known historical resources at the project site. Buildings on the site are of recent vintage and do not possess historical significance. The supply pipeline would be in city streets and would not contain historical resources.
- b) **No impact.** The site and pipeline alignment have been substantially disturbed through the construction of the bus base and city street construction. No resources would remain in the zone of construction.

- c) **No Impact.** The project site and potential supply pipeline alignment have been impacted by the previous construction so any resources contained in the area would be devoid of their historical context and not of scientific value.
- d) **No Impact.** Because the site and supply pipeline alignment have been previously disturbed by construction, it is highly unlikely that human remains are located on the proposed project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>VI. GEOLOGY AND SOILS –</b> Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site			X	

landslide, lateral spreading, subsidence, liquefaction or collapse?				
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

## EXISTING ENVIRONMENT

The proposed project site is located on a developed portion of the Garden Grove Bus Base. The location for the new facilities and supply pipeline alignment is within paved areas and within the existing fueling station. The site is relatively flat, containing no slopes or similar structures.

## RESPONSE TO QUESTIONS

### a) See Below

- i. **Less than Significant Impact.** The proposed project site is not located within an Alquist Priolo Earthquake Fault Zone and no known active faults cross the project site. (Divisions of Mines and Geology Special Publication 42).
- ii. **Less than Significant Impact.** Given the location of the proposed project site within earthquake prone Southern California, the proposed project site may experience strong seismic ground shaking during a seismic event. Accordingly and as part of the Authority's standard construction practices, all structures and pipelines will be constructed in a manner that reduces or eliminates the risk of seismic hazards, including liquefaction and/or earthquake induced settlement through compliance with the seismic safety and all applicable provisions of the California Building Code (Title 24, California Code of Regulations). These standard construction practices have been incorporated into the Project Design Features (PDF-1). As discussed in PDF-1, compliance with the CBC will be verified and confirmed in a final geotechnical report that will be prepared for the project. The report will include recommendations on foundation design and other design parameters that are consistent with the CBC and standard engineering practices to reduce damage from severe ground shaking. This design feature will reduce impacts to less than significant levels.

- iii. **Less than Significant Impact.** As discussed in subsection (ii), PDF-1 has been incorporated into the project to ensure that liquefaction will be reduced to a less than significant level ground failure.
  - iv. **No Impact.** The proposed project site is relatively level and not prone to land slides.
- b) **Less than Significant Impact.** The proposed project site is relatively level and only approximately 6,000 square feet of land will be disturbed. Therefore, substantial soil erosion is not anticipated. The supply pipeline will be constructed within city streets and not be prone to significant erosion. PDF-3 has been incorporated into project design to further reduce erosion potential.
- c) **Less than Significant Impact.** As discussed in subsection (ii) PDF-1 has been incorporated into the project to ensure that any potential risk from lateral spreading, subsidence, liquefaction or collapse will be reduced to less than significant levels.
- d) **Less than Significant Impact.** As discussed in subsection (ii) PDF-1 has been incorporated into the project to ensure that any potential risk from expansive soils will be reduced to less than significant levels.
- e) **No Impact.** Sewers are available at the site and the project will not require septic tanks.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous			X	

materials, substances, or waste within one-quarter mile of an existing or proposed school?				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

## EXISTING ENVIRONMENT

The proposed project site is within an existing Garden Grove Bus Base. This bus base is located within an industrial area with no adjacent residential or other sensitive receptor areas. The bus base currently handles a number of hazardous

materials including diesel fuel, Liquefied Natural Gas, Liquefied Petroleum Gas, Gasoline, lubricating oils, solvents and other chemicals.

Materials are stored and handled according to local, state and federal regulations. Personnel are trained in the handling and use of the materials. Spill containment structures; spill contingency plans, fire control systems and methane detectors are installed at specific locations.

Fueling of vehicles takes place in a covered building. Trained personnel are the only personnel allowed to conduct the refueling operation. The entire area is paved with the appropriate containment equipment and methane detection system.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** Implementation of the proposed project will not require transportation or disposal of hazardous materials. Construction activities may require the use of fuels, solvents and lubricants, however this quantity will be small and not substantially different from the material already in use and transported to the site. The compression of natural gas will result in the generation of wastewater, small quantities of mercaptans, propane and butane. This material as well as lubricating oil for the compressor will be stored in designated tanks on site and transported via a licensed waste hauler for treatment and disposal. As noted in Section 2.4, PDF-2 has been incorporated into the project to ensure that any potential risk from the transmission, storage, and use of CNG fuel at the facility will be reduced to a less than significant level.
- b) **Less than Significant Impact.** Implementation of the proposed project will result in the construction and operation of a CNG facility on the site. Natural gas will be provided to the site via The Gas Company Service System and compressed on site. Buses and other vehicles will be fueled by dispensing the compressed gas directly into the vehicle fuel tank. There is a potential that a leak in the system or operator error may release a natural gas vapor cloud into the atmosphere. If this gas cloud is in an explosive concentration and encounters an ignition source (open flame, spark, etc), this could create an explosion and/or fire. PDF-1 and PDF-2 have been incorporated into the project design to reduce this impact to less than significant levels. This feature describes standard safety procedures for reducing the potential for releases, early detection of leaks to prevent buildup of gas clouds and other measures to reduce the potential for ignition of any vapors.
- c) **Less than Significant Impact.** The proposed project Facility is located approximately ¼ mile from the playground of an elementary school. The safety features outlined in PDF-1 and PDF-2 will reduce any potential impacts to the school to less than significant levels.
- d) **No Impact.** The proposed project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and would not create a significant hazard to the public or the environment.
- e) **No Impact.** The proposed project site is not located within an airport land use plan.
- f) **No Impact.** The proposed project site is not located within the vicinity of a private airstrip.

- g) **No Impact.** The proposed project will not interfere with an adopted emergency response plan or emergency evacuation plans. It use will not change for current activities.
- h) **No Impact.** The proposed project site is not located within or adjacent to wildland areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VIII. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface				X

runoff in a manner which would result in flooding on- or off-site?				
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X

## EXISTING ENVIRONMENT

The proposed project site is located within a paved industrial site. Runoff from the site is discharged into to storm drain system.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** Implementation of the proposed project will result in disturbance to existing paved areas. This could create short-term sedimentation impacts. Normal construction techniques including erosion control and sweeping would assure that these impacts would not reach significant levels. This is outlined in PDF-3.

- b) **No Impact.** The proposed project will not use groundwater nor will excavations be deep enough to reach the aquifer.
- c) **No Impact.** The proposed project will not change current drainage or water quality treatment of on-site runoff. It will be accommodated within the existing facility.
- d) **No Impact.** The proposed project will not alter site drainage.
- e) **No Impact.** The proposed project will not increase the amount of impervious surfaces since the entire site is currently paved.
- f) **Less than Significant Impact.** As discussed under "a" above: the construction of the site has short term potential for sedimentation during construction.
- g) **No Impact.** The site is not within a 100-year flood plain.
- h) **No Impact.** The site is not within a 100-year flood plain.
- i) **No Impact.** The site is not located within a 100-year flood plain nor is it located within an inundation zone.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
IX. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

## EXISTING ENVIRONMENT

The proposed project site is an industrial facility used to store and maintain buses and other vehicles. Surrounding land uses are also industrial in nature. The Garden Grove Freeway is located to the north of the site.

## RESPONSE TO QUESTIONS

- a) **No Impact.** Implementation of the proposed project will not substantially alter the current use of the site and will not result in any division of an established community.
- b) **No Impact.** The site is currently designated for industrial use and the implementation of the proposed project is consistent with those uses.
- c) **No Impact.** The proposed project site is not governed by any habitat conservation plan or by a natural community conservation plan.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
X. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally- important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

## EXISTING ENVIRONMENT

The proposed project site is a developed industrial site and contains no known mineral resources.

## RESPONSE TO QUESTIONS

- a) **No Impact.** Because the site is currently paved and developed for industrial uses and contains no known mineral resources, there would be not loss of availability of known mineral resources.

- b) **No Impact.** The site is not listed as a locally important mineral site either by the City of Garden Grove and the State of California Department of Conservation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XI. NOISE B Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose				X

people residing or working in the project area to excessive noise levels?				
---	--	--	--	--

## EXISTING ENVIRONMENT

The proposed project site is an operating bus base that creates noise from operation and maintenance of buses being driven in and out of the facility as well as from buses being operated within the facility. Maintenance activities are on-going on a 24-hour seven days a week basis. The proposed project site is located within an industrial area where many of these industries also produce substantial noise levels. No sensitive receptors are in the vicinity of the proposed project.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** The proposed project will primarily result in a temporary increase in ambient noise levels during the construction period. Construction will be confined to daytime periods in accordance with the City of Garden Grove Noise Ordinance. The City of Garden Grove requires that noise sources associated with construction, repair, remodel or grading of any real property be confined to the hours of 7:00 AM and 8:00 PM only on weekdays and on Saturday. No construction activity may occur on Sunday or a Federal Holiday. In addition, there are no sensitive receptors, such as residential uses, hotels or hospitals located in the vicinity of the site that would be subjected to these activities. Due to the limited duration of construction activity, the lack of sensitive receptors proximal to the project site and the restriction contained in the City's noise ordinance temporary construction noise levels would not violate applicable noise standards and would be less than significant.

Long term operation noise sources associated with the proposed project include electrical compressors and the occasional testing of the emergency generator. The noise sources are not anticipated to significantly increase existing noise levels that are currently generated by the 24-7 operations of the bus base. Moreover, the site is surrounded by other industrial uses that generally have a much greater tolerance than other types of uses such as residential uses and similar uses. Since the long-term operational noise source will likely be consistent with the existing bus base operations and given the current land use character of the area, it is not anticipated that noise levels will be excessive or violate any noise standards.

Construction of the supply pipeline will result in short-term noise impacts along the pipeline alignment. It is anticipated that construction will take place along busy city streets that are already experiencing high noise levels from traffic and other sources. Because no sensitive receptors have been identified along this alignment and the impact will be temporary in nature, the impacts will not reach significant levels.

- b) **Less than Significant Impact.** Implementation of the proposed project is not anticipated to generate substantial ground vibrations during construction or operation of the facility. No pile driving or other high impact construction operations are associated with the proposed project.

- c) **Less than Significant Impact.** Please see the discussion in subsection (a).
- d) **Less than Significant Impact.** Please see the discussion in subsection (a).
- e) **No Impact.** The proposed project site is not within an airport land use zone.
- f) **No Impact.** The proposed project site is not located within the vicinity of a private airstrip.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XII. POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

## EXISTING CONDITIONS

The proposed project site is within an industrial area and has no housing in close proximity.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project is merely intended to provide a fuel source for a new type of bus. It will not increase the number of buses or generate any additional population growth.
- b) **No Impact.** No houses existing on the site.

c) **No Impact.** No people reside at the proposed project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XIII. PUBLIC SERVICES</b>				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				X
Fire protection?			X	
Police protection?				X
Schools?				X
Parks?				X
Other public facilities?				X

## EXISTING CONDITIONS

Public services to the site is provided by the City of Garden Grove. This includes fire protection and police protection services.

## RESPONSE TO QUESTIONS

a)

Fire Protection. **Less than Significant Impact.** The new facility will require additional fire inspection services both during construction and during operation. Since the fire department currently conducts inspection of the site, no new manpower or facilities are anticipated to be required.

Police Protection. **No Impact.** Because the proposed project will be placed within an existing facility, no additional police protection services are anticipated.

Schools. **No Impact.** The proposed project will not generated additional students

Parks. **No Impact.** The industrial project will not require additional park facilities since it is an industrial project.

Other Public Facilities. **No Impact.** The proposed project will not require any additional public services.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XIV. RECREATION --				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				X

## EXISTING CONDITIONS

The proposed project site is an industrial site that generates no demand for parks nor contains any parks.

## RESPONSE TO QUESTIONS

a) **No Impact.** The proposed project will not create increased use of neighborhood and regional parks because of the industrial nature of the use.

b) **No Impact.** The proposed project would not include recreational facilities.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XV. TRANSPORTATION/ TRAFFIC – Would the project:				
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			X	
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?			X	
f) Result in inadequate parking capacity?			X	

g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
--	--	--	--	---

## EXISTING CONDITIONS

The existing bus facility currently operates approximately 230 buses from the site. Access is via Cardinal Circle and Harbor Boulevard. A traffic signal is located at the intersection of Cardinal Circle and Harbor Boulevard to allow both left and right turns.

## RESPONSE TO QUESTIONS

- a) **Less than Significant Impact.** Implementation of the proposed project will temporarily increase traffic due to construction workers. It is anticipated that this traffic will be less than 50 trips per day over the construction period. This increase is not considered significant. On an operational basis, there will not be an increase in traffic, merely a gradual change in the type of buses being operated.
- Construction of the pipeline would have a potential to impact traffic during the construction period. It is anticipated that normal traffic control plans will reduce any impact to less than significant levels.
- b) **No Impact.** The small change in short-term construction traffic is not expected to change the level of service for the area intersections.
- c) **No Impact.** The project will not involve any aircraft or airport related issues.
- d) **No Impact.** The proposed project will not alter any roadways or access points.
- e) **Less than Significant Impact.** The proposed project will not alter any emergency access to the site. Construction of the pipeline will result in potential changes in emergency access. The implementation of the traffic control plan will reduce this impact to less than significant levels.
- f) **Less than Significant Impact.** The proposed project will result in the loss of approximately 8 parking spaces. The bus parking will be accommodated by operational changes within the Authority's system.
- g) **No Impact.** The proposed project will actually contribute to alternative transportation because it will provide buses with cleaner burning fuel.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XVI. UTILITIES AND SERVICE SYSTEMS</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project=s projected demand in addition to the provider=s existing commitments?				X

f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

## EXISTING CONDITIONS

The proposed project site is served by existing utility infrastructure including potable water, sanitary sewer and storm drains.

## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project will not require additional wastewater treatment or discharge than those currently occurring at the site.
- b) **No Impact.** The proposed project will not require new water or wastewater treatment facilities since no change in wastewater generation or water use is associated with the proposed project.
- c) **No Impact.** No additional storm water drainage systems are needed because the entire site is currently paved and the proposed project will not increase impermeable surfaces.
- d) **No Impact.** No new water supplies will be needed for the proposed project.
- e) **No Impact.** The proposed project will not generate additional wastewater above the current levels.
- f) **No Impact.** The operation of the proposed project is not anticipated to generate additional solid waste.
- g) **No Impact.** The proposed project will comply with federal, state and local regulations related to solid waste.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XVII. MANDATORY FINDINGS OF SIGNIFICANCE --</b>				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			X	


## RESPONSE TO QUESTIONS

- a) **No Impact.** The proposed project is constructing a CNG fueling facility within an existing developed bus base. It is not expected to substantially degrade the quality of the environment.
- b) **No Impact.** The proposed project involves the construction of new facilities within an existing facility within existing streets and will not result in cumulatively considerable impacts.
- c) **Less than Significant Impact.** The proposed project is not expected to have substantial environmental adverse environmental effects.

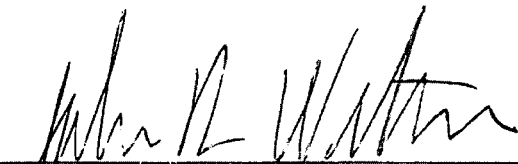
## SECTION 4 – DETERMINATION

On the basis of this initial evaluation:

X	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
Signature

9/19/06  
Date

  
Signature

9/19/06  
Date

## **SECTION 5 – PREPARERS**

### **5.1 *ORANGE COUNTY TRANSPORTATION AUTHORITY***

Wendy Garcia-Transportation Analyst

James J. Kramer- Principal Civil Engineer

### **5.2 *KLEINFELDER***

John Westermeier - Project Manager

Herbert Vogler - Principal in Charge

Eric Carlson - Safety/Air Quality

## **SECTION 6 – REFERENCES**

California Department of Conservation, Important Mineral Areas of California

California Division of Mines and Geology, Map of Alquist Priolo Study Areas, Special Publication 42

City of Garden Grove, Updated Land Use Plan, November 2005.

**Resolution No. 2007-17**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY**

**A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY  
ADOPTING A NEGATIVE DECLARATION FOR THE COMPRESSED NATURAL GAS  
FUELING FACILITY AT THE ANAHEIM BUS BASE**

**WHEREAS**, the Orange County Transportation Authority ("OCTA"), in conjunction with Kleinfelder, Inc., has prepared a Negative Declaration for a proposed Compressed Natural Gas Fueling Facility at the Anaheim Bus Base ("CNG Project"), which concluded that the CNG Project will not have a significant effect on the environment; and

**WHEREAS**, the Negative Declaration was prepared and circulated in accordance with the California Environmental Quality Act, Public Resources Code section 21000, et seq., and the California environmental Quality Act Guidelines, 14 California Code of Regulations section 15000 et seq.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors finds as follows:

1. The Board of Directors has considered the proposed Negative Declaration together with comments received during the public review process. The Board of Directors finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment.
2. The Negative Declaration reflects the OCTA's independent judgment and analysis.
3. The record of proceedings on which the Board of Director's decision is based is located at the OCTA, 550 South Main Street, Orange, California. The custodian of the record of proceedings is Wendy Garcia, Senior Transportation Analyst.
4. The project proponent is the OCTA, 550 South Main Street, Orange, California.
5. Considering the record as a whole, there is no evidence before the Authority that the proposed project will have the potential of an adverse effect on wildlife resources or the habitat on which wildlife depends.
6. The presumption of adverse effect set forth in 14 California Code of Regulations §753.5(d) does not apply.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors adopt the Negative Declaration and approve the CNG Project.

ADOPTED, SIGNED, AND APPROVED this 14th day of May, 2007.

AYES:

NOES:

ABSENT:

ATTEST:

---

Wendy Knowles  
Clerk of the Board

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Carolyn V. Cavecche, Chairman  
Orange County Transportation Authority

**Resolution No. 2007-18**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY**

**A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY  
ADOPTING A NEGATIVE DECLARATION FOR THE COMPRESSED NATURAL GAS  
FUELING FACILITY AT THE GARDEN GROVE BUS BASE**

**WHEREAS**, the Orange County Transportation Authority ("OCTA"), in conjunction with Kleinfelder, Inc., has prepared a Negative Declaration for a proposed Compressed Natural Gas Fueling Facility at the Garden Grove Bus Base ("CNG Project"), which concluded that the CNG Project will not have a significant effect on the environment; and

**WHEREAS**, the Negative Declaration was prepared and circulated in accordance with the California Environmental Quality Act, Public Resources Code section 21000, et seq., and the California environmental Quality Act Guidelines, 14 California Code of Regulations section 15000 et seq.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors finds as follows:

1. The Board of Directors has considered the proposed Negative Declaration together with comments received during the public review process. The Board of Directors finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment.
2. The Negative Declaration reflects the OCTA's independent judgment and analysis.
3. The record of proceedings on which the Board of Director's decision is based is located at the OCTA, 550 South Main Street, Orange, California. The custodian of the record of proceedings is Wendy Garcia, Senior Transportation Analyst.
4. The project proponent is the OCTA, 550 South Main Street, Orange, California.
5. Considering the record as a whole, there is no evidence before the Authority that the proposed project will have the potential of an adverse effect on wildlife resources or the habitat on which wildlife depends.
6. The presumption of adverse effect set forth in 14 California Code of Regulations §753.5(d) does not apply.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors adopt the Negative Declaration and approve the CNG Project.

ADOPTED, SIGNED, AND APPROVED this 14th day of May, 2007.

AYES:

NOES:

ABSENT:

ATTEST:

---

Wendy Knowles  
Clerk of the Board

---

Carolyn V. Cavecche, Chairman  
Orange County Transportation Authority

## SIMILAR LARGE SCALE CNG STATIONS (3,000 SCFM and Larger)

### California Trillium

<u>Project</u>	<u>Capacity (SCFM)</u>
LACMTA – Division 1 *	5,400
LACMTA – Division 3 **	5,600
LACMTA – Division 5 *	5,400
LACMTA – Division 7 *	5,400
MTA – College Point **	5,000
MTA – Springs Creek ***	5,400
New York City Transit – Jackie Gleason **	4,400
New York City Transit – West Farms *	6,600
OCTA – Santa Ana *	5,400

### Clean Energy

<u>Project</u>	<u>Capacity (SCFM)</u>
Boston MBTA – Cabot Yard *	4,000
City of Mesa Public Transit, AZ ***	4,500
Foothill Transit – Irwindale *	3,600
Foothill Transit – Pomona *	4,300
MTS – South Bay ***	3,218
Fort Worth	3,200
Phoenix RCC *	3,000

#### Note:

OCTA's Anaheim and Garden Grove Fueling Station design capacity is 4,000 SCFM.

#### Legend

*	Design, Construct, and Operation and Maintenance
**	Equipment Upgrade, and Operation and Maintenance
***	Operation and maintenance of equipment only
LACMTA	Los Angeles County Metropolitan Transportation Authority, CA
MBTA	Massachusetts Bay Transit Authority, MA
MTA	Metropolitan Transportation Authority, NY
MTS	Metropolitan Transit System, CA
RCC	Phoenix Sky Harbor International Airport Rental Car Center transit fleet, AZ
SCFM	Standard cubic feet per minute



## COST SUMMARY

	Trillium	Clean Energy	Variance	% Variance
Anaheim				
Operating	\$ 8,842,475	\$ 8,442,549	\$ 399,926	4.5%
* Capital	\$ 5,859,198	\$ 5,810,830	\$ 48,368	0.8%
Total	\$ 14,701,673	\$ 14,253,379	\$ 448,294	3.0%
Garden Grove				
Operating	\$ 8,842,475	\$ 8,543,169	\$ 299,306	3.4%
* Capital	\$ 5,939,330	\$ 6,041,857	\$ (102,527)	-1.7%
Total	\$ 14,781,805	\$ 14,585,026	\$ 196,779	1.3%
Combined				
Operating	\$ 17,684,950	\$ 16,985,718	\$ 699,232	4.0%
* Capital	\$ 11,798,528	\$ 11,852,687	\$ (54,159)	-0.5%
Total	\$ 29,483,478	\$ 28,838,405	\$ 645,073	2.2%

\* Capital component financing estimated at 5% interest.  
 Payments to be made quarterly over 5 years.





BOARD COMMITTEE TRANSMITTAL

**May 14, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Orange County Transportation Authority Fiscal Year 2007-08 Budget Workshop

Finance and Administration Committee

April 25, 2007

**Present:** Directors Amante, Bates, Brown, Buffa, Cavecche, and Moorlach  
**Absent:** Director Campbell

***Committee Vote***

This item was passed by all Committee Members present.

Director Bates was not present to vote on this item.

***Committee Recommendation***

Review the fiscal year 2007-08 budget in a workshop setting following the regularly scheduled Orange County Transportation Authority Board of Directors' meeting on May 14, 2007.





***April 25, 2007***

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Orange County Transportation Authority Fiscal Year 2007-08 Budget Workshop

***Overview***

The Orange County Transportation Authority is developing the fiscal year 2007-08 budget which identifies available revenues and the costs associated with providing transportation services and programs for Orange County commuters. Following the May 14, 2007, Orange County Transportation Authority Board of Directors meeting, the proposed budget will be reviewed in detail in a two-hour informal workshop.

***Recommendation***

Review the fiscal year 2007-08 budget in a workshop setting following the regularly scheduled Orange County Transportation Authority Board of Directors meeting on May 14, 2007.

***Background***

The preparation of Orange County Transportation Authority's (OCTA) annual budget began in January 2007 with the development of a service plan, program goals, and objectives for the upcoming fiscal year (FY). Revenue forecasts and an expenditure plan were developed and submitted by OCTA executive directors in January and February.

The revenue and expenditure plans underwent successive reviews, with results presented to executive management. The proposed budget has since been subject to continuous revisions to ensure a fiscally responsible and balanced financial plan.

***Discussion***

Staff will be presenting the FY 2007-08 budget in detail in an informal workshop setting on May 14, 2007. The presentation will include a discussion of program goals and objectives, a proposed staffing plan, and the sources of revenues and the uses of funds planned to meet program goals.

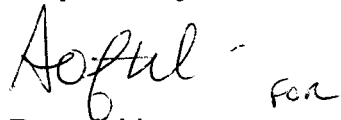
***Summary***

Staff will conduct a budget workshop for the Orange County Transportation Authority Board of Directors following the conclusion of the May 14, 2007, Board meeting.

***Attachment***

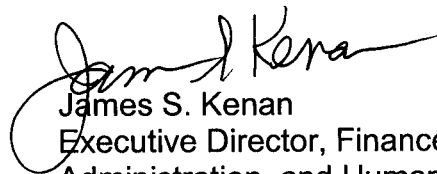
None.

**Prepared by:**

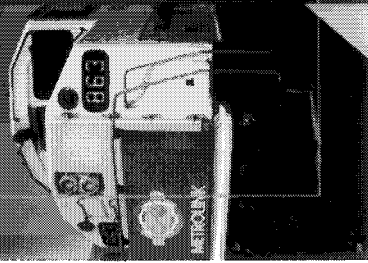
A handwritten signature in black ink, appearing to read "R. Vega", with a small "for" written below it.

Rene I. Vega  
Section Manger, Budget Development  
Financial Planning and Analysis  
(714) 560-5702

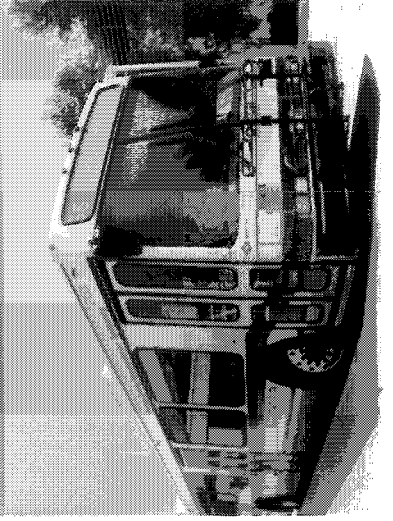
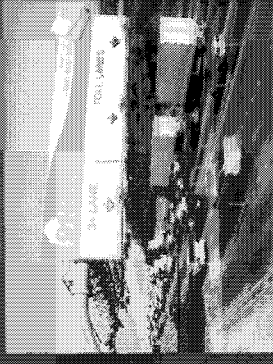
**Approved by:**

A handwritten signature in black ink, appearing to read "James S. Kenan".

James S. Kenan  
Executive Director, Finance,  
Administration, and Human Resources  
(714) 560-5678



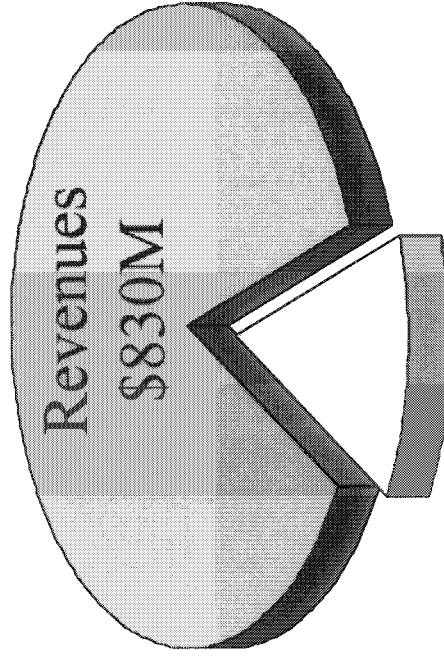
# FY 2007-08 Proposed Budget Overview



F&A Committee Meeting  
April 25, 2007

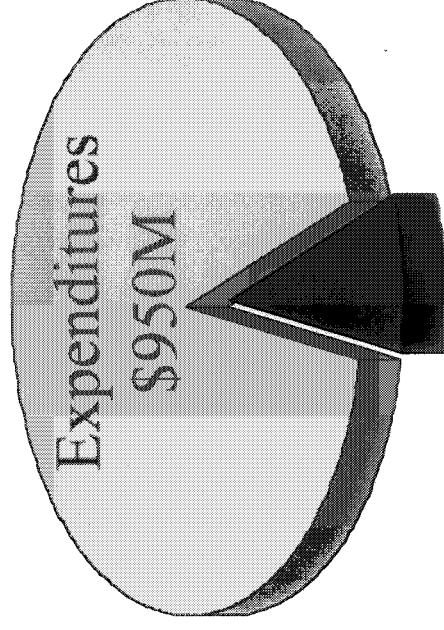
# FY 2007-08 Budget Overview Proposed Balanced Budget

Source of Funds \$986M



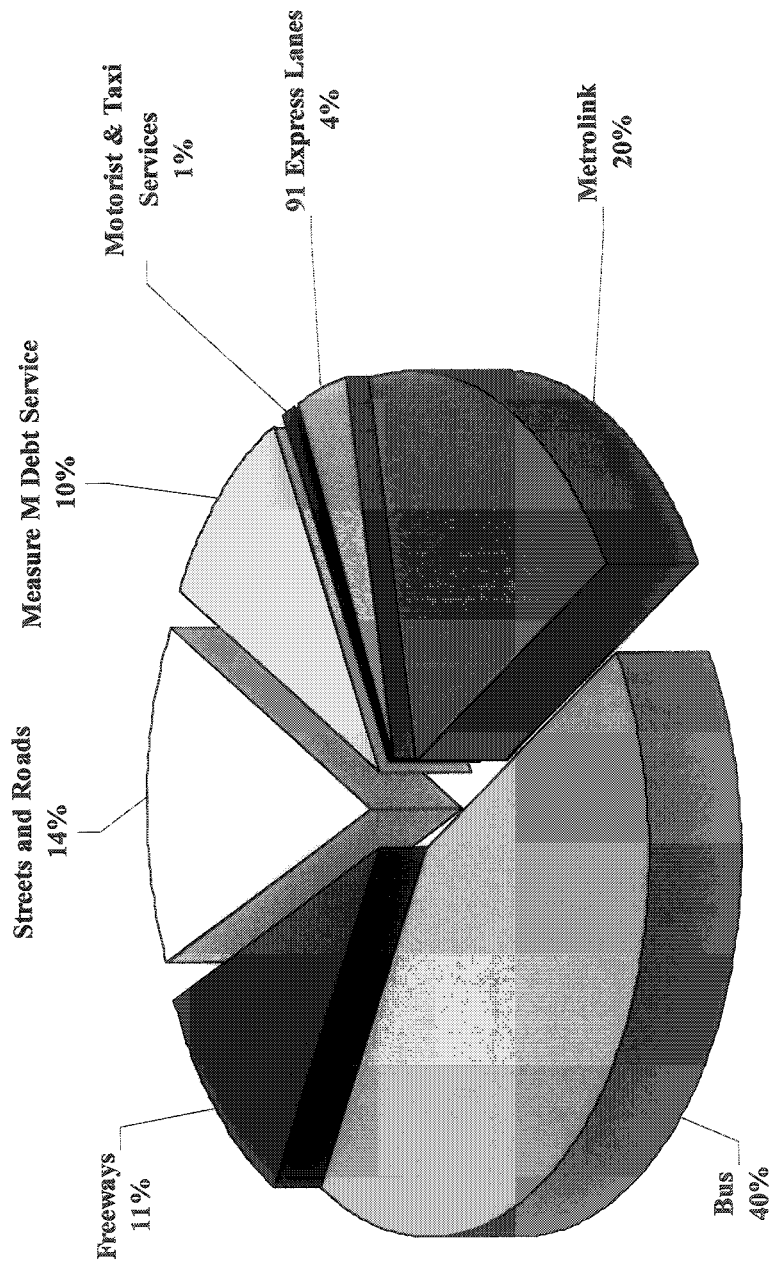
Reserves  
\$156M

Use of Funds \$986M

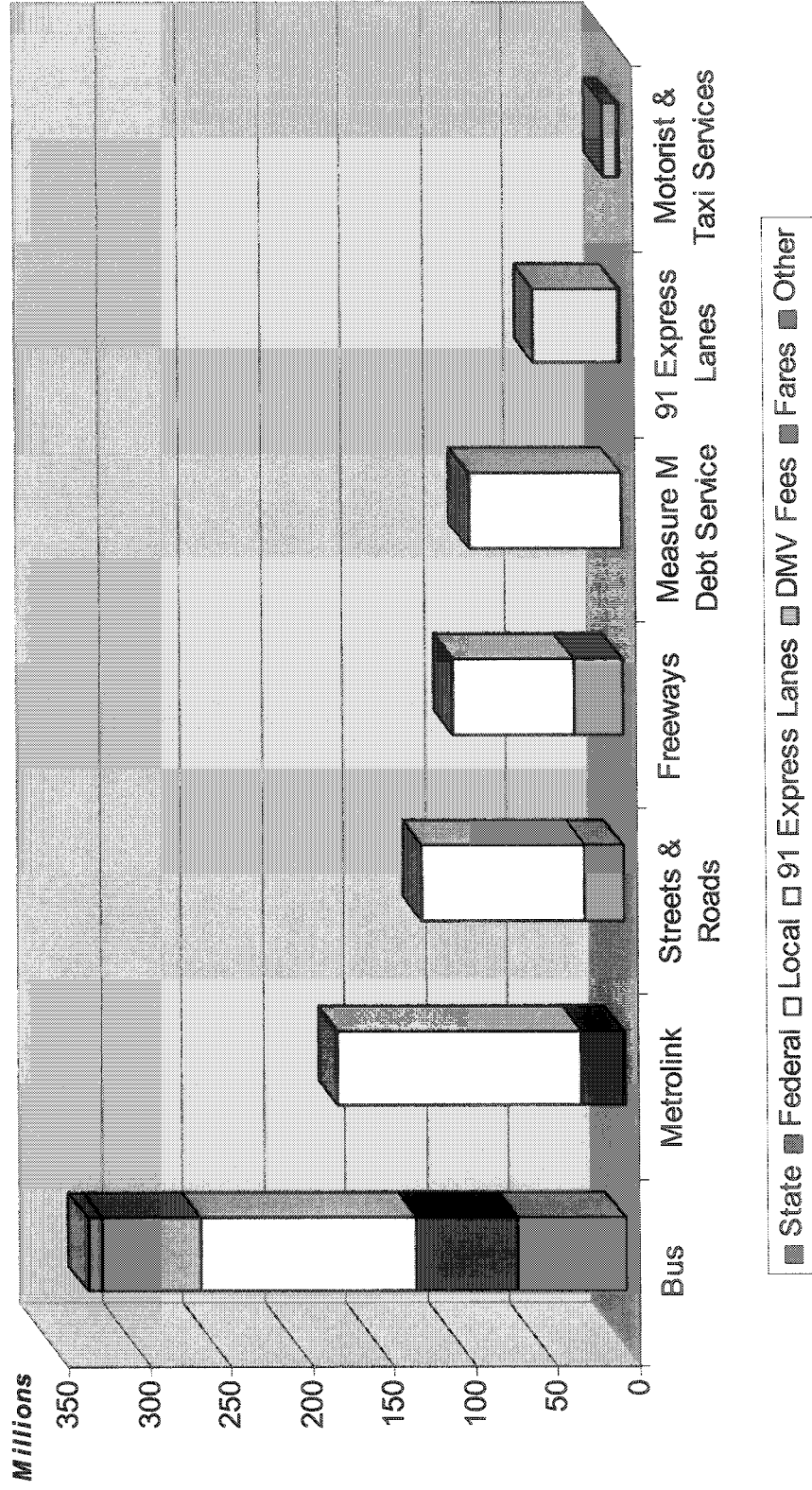


Designations  
\$36M

# Program Expenditures



# OCTA's Funding Sources by Program



# Major Projects

	<i>In millions</i>
■ Metrolink Service Expansion	\$148
■ Measure M Competitive/Turnback	\$91
■ Garden Grove Freeway (SR-22) Phase II	\$30
■ I-5 Gateway	\$26
■ Anaheim Regional Transportation Intermodal Center	\$22
■ Bus Base – Upgrades	\$14
■ Go-Local	\$14
■ Bus Rapid Transit	\$11
■ Garden Grove Freeway (SR-22)	\$10

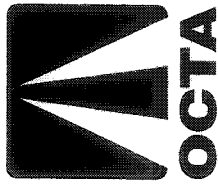
# Staffing Requests

- Union Staff Additions (10)
  - Coach Operators (9)
  - Certified Journeyman Mechanics II (1)
- Administrative Staff Additions (3)
  - Executive Dir. – Labor Relations & Civil Rights
  - Bus. Sol. Specialist – Information Systems
  - Section Manager – CAMM

## Next Steps

- F&A Committee Meeting May 9
- Board Budget Workshop May 14
  - Follow-Up (All Committee Meetings)
- Public Hearing/Board Approval June 11
- Board Approval (back-up) June 25
- Renewed Measure M Early FY
- Budget Amendment 2008





# Revenues

In Millions

Revenue By Source	FY 2005-06 Actuals	FY 2006-07 Budget	FY 2007-08 Proposed Budget	Change \$	Change %
Passenger Fares	\$ 51.5	\$ 54.7	\$ 56.9	\$ 2.2	4%
Local Transportation Fund 1/4 Cent Sales Tax	105.2	111.6	120.7	9.19	8%
State Transit Assistance Fund Sales Tax	11.8	13.6	10.8	(2.76)	-20%
Local Transportation Authority 1/2 Cent Sales Tax	268.1	296.2	300.3	4.13	1%
Gas Tax	23.0	23.0	23.0	-	0%
Property Tax & Department of Motor Vehicle Fees	14.9	15.2	15.7	0.43	3%
Advertising	3.1	4.2	4.7	0.47	11%
Federal Grants	101.4	84.0	111.2	27.18	32%
Interest	25.3	36.2	50.5	14.34	40%
Project Reimbursement/Gas Tax	66.5	24.7	23.9	(0.74)	-3%
State Grants	0.6	21.7	50.3	28.54	131%
State Transit Assistance	-	-	5.1	5.08	-
Toll Road Revenues	44.2	41.2	48.9	7.65	19%
Other	12.6	4.8	8.1	3.29	68%
<b>Subtotal Sources</b>	<b>\$ 728.1</b>	<b>\$ 731.0</b>	<b>\$ 830.0</b>	<b>\$ 99.0</b>	<b>14%</b>
<b>Reserve Utilization</b>	<b>\$ 67.2</b>	<b>\$ 113.5</b>	<b>\$ 156.0</b>	<b>\$ 42.5</b>	<b>37%</b>
<b>Total Revenues / Reserves</b>	<b>\$ 795.3</b>	<b>\$ 844.5</b>	<b>\$ 986.0</b>	<b>\$ 141.5</b>	<b>17%</b>