

**Date:** Monday, November 10, 2008

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

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



## BOARD AGENDA

Orange County Transportation Authority Board Meeting  
Orange County Transportation Authority Headquarters  
First Floor - Room 154, 600 South Main Street  
Orange, California  
*Monday, November 10, 2008, at 9:00 a.m.*

ACTIONS

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

### **Agenda Descriptions**

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

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

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

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

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



## **BOARD AGENDA**

ACTIONS

### **Call to Order**

### **Invocation**

Director Green

### **Pledge of Allegiance**

Director Amante

### **Special Matters**

There are no Special Matters items.

### **Consent Calendar (Items 1 through 9)**

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

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

#### **1. Approval of Minutes**

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of October 27, 2008.

#### **2. State Legislative Status Report of Legislation Enacted in 2008**

Manny Leon/P. Sue Zuhlke

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

At the close of the 2008 legislative session, 1,187 bills were submitted to the Governor for consideration. This year, the Governor vetoed a record-breaking 35 percent of the bills sent to his office. A report containing a brief analysis of legislation relevant to the Orange County Transportation Authority is provided.

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

Receive and file as an information item.



## BOARD AGENDA

ACTIONS

3. **Cooperative Agreement with the City of Anaheim for the Anaheim Regional Transportation Intermodal Center and Project Description**  
Jennifer Bergener/Kia Mortazavi

### ***Overview***

The Orange County Transportation Authority and the City of Anaheim are working collaboratively to further the development of the Anaheim Regional Transportation Intermodal Center. The Anaheim Regional Transportation Intermodal Center has been proposed to be implemented in a phased approach. This report provides a description of the three phases and outlines the roles and responsibilities for implementation.

### ***Recommendations***

- A. Approve the project description for the Anaheim Regional Transportation Intermodal Center.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-1118 between the Orange County Transportation Authority and the City of Anaheim to define the roles and responsibilities for Phase 1 of the Anaheim Regional Transportation Intermodal Center.

4. **Amendment to Agreement for 91 Express Lanes Operating Contract with Cofiroute USA, LLC**  
Kirk Avila/James S. Kenan

### ***Overview***

On October 24, 2005, the Board of Directors approved an agreement with Cofiroute USA, LLC, in the amount of \$30,800,854, to provide management and operational services for the 91 Express Lanes. Cofiroute USA, LLC was retained in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

### ***Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-0300 between the Orange County Transportation Authority and Cofiroute USA, LLC, in an amount not to exceed \$483,000, for two additional information technology professionals through January 2, 2011.



## BOARD AGENDA

ACTIONS

### Orange County Local Transportation Authority Consent Calendar Matters

5. **Release of Request for Proposals for Project Report and Environmental Services for the San Diego Freeway (Interstate 5) High-Occupancy Vehicle Lane Project**  
Rose Casey/Kia Mortazavi

#### *Overview*

This San Diego Freeway (Interstate 5) project will extend high-occupancy vehicle lanes from Pacific Coast Highway (State Route 1) to Avenida Pico in the City of San Clemente. Staff has developed a draft request for proposals to initiate a competitive procurement process to retain a consultant team to prepare the project report and environmental document for the project.

#### *Recommendations*

- A. Approve the release of Request for Proposals No. 8-1238 for consultant services to prepare the project report and environmental document for the San Diego Freeway (Interstate 5) project in the City of San Clemente.
- B. Approve the proposed evaluation criteria and weightings for consultant selection.

6. **Approval of Cooperative Agreements for the Northbound Orange Freeway (State Route 57) Widening Projects**  
Arshad Rashedi/Kia Mortazavi

#### *Overview*

The Orange County Transportation Authority, in conjunction with the California Department of Transportation, has developed cooperative agreements for the California Department of Transportation to perform oversight of the preparation of the final design on the northbound Orange Freeway (State Route 57) widening between Orangethorpe Avenue and Lambert Road and environmental clearance and final design on the Orange Freeway (State Route 57) northbound widening between Katella Avenue and Lincoln Avenue.



## BOARD AGENDA

ACTIONS

### 6. (Continued)

#### *Recommendations*

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1282 between the Orange County Transportation Authority and the California Department of Transportation for the California Department of Transportation to provide oversight, at no cost, of the preparation of plans, specifications, and estimates for the northbound Orange Freeway (State Route 57) widening between Orangethorpe Avenue and Lambert Road.
  
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1237 between the Orange County Transportation Authority and the California Department of Transportation for the California Department of Transportation to provide oversight, at no cost, of the preparation of the environmental document, project report, and the final design plans, specifications, and estimates for the northbound Orange Freeway (State Route 57) between Katella Avenue and Lincoln Avenue.

### 7. **Approval to Release Request for Proposals for Engineering Plan Check and Design Review Services for Railroad Grade Separation Projects**

M. Joseph Toolson/Tom Bogard

#### *Overview*

Orange County Transportation Authority staff has developed a draft request for proposals to initiate a competitive procurement process to retain design consultants to provide engineering plan check and design review services for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue railroad grade separation projects.



## BOARD AGENDA

ACTIONS

7. (Continued)

***Recommendations***

A. Approve the release of Request for Proposals No. 8-1272 for engineering plan check and design review services for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue railroad grade separation projects.

B. Approve the proposed evaluation criteria and weightings.

8. **Fiscal Year 2008-09 Measure M Eligibility Review**

Tresa Oliveri/Kia Mortazavi

***Overview***

In order to remain eligible to receive Measure M turnback and competitive funds, all local jurisdictions in Orange County are required to submit elements of the Growth Management Program in accordance with the Measure M Ordinance No. 2 for review to determine compliance. The eligibility review process for fiscal year 2008-09 has been completed and is presented for Board of Directors consideration and approval.

***Recommendation***

Approve the Measure M turnback and competitive funding eligibility for all local jurisdictions in Orange County.

9. **Measure M Quarterly Progress Report**

Norbert Lippert/Kia Mortazavi

***Overview***

Staff has prepared a Measure M progress report for the third quarter of 2008. This is a regular report that highlights the Measure M projects and programs currently under development.

***Recommendation***

Receive and file as an information item.



## **BOARD AGENDA**

ACTIONS

### **Regular Calendar**

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

10. **Placentia Grade Separations Update**  
Tom Bogard/Kia Mortazavi

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

The environmental review of the railroad grade separation projects in the City of Placentia is nearing completion. The Placentia City Council is expected to approve the document within the next month. Once the environmental document is approved, the Orange County Transportation Authority will become the lead agency in completing the design and construction of five of the proposed railroad grade separation projects. An overview of the environmental review of the projects is presented in this report.

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

Receive and file as an information item.

### **Discussion Items**

11. **Orange County Transportation Authority Public Information Program**  
Stella Lin/Ellen S. Burton
12. **Discussion of Reauthorization**  
Richard J. Bacigalupo
13. **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.





## BOARD AGENDA

*ACTIONS*

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

**15. Directors' Reports**

**16. Closed Session**

- A. Pursuant to Government Code 54957 to review the performance of the Chief Executive Officer.
- B. Pursuant to Government Code 54957.6 to meet with designated representatives Chairman Norby, Vice Chairman Buffa, and former Chairman Cavecche to discuss the compensation of the Chief Executive Officer.

**17. Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, November 24, 2008**, at the OCTA Headquarters.



Minutes of the Meeting of the  
Orange County Transportation Authority  
Orange County Service Authority for Freeway Emergencies  
Orange County Local Transportation Authority  
Orange County Transit District  
Board of Directors  
October 27, 2008

## Call to Order

The October 27, 2008, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Norby at 9:03 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## Roll Call

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

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

Directors Absent: None

## **Invocation**

Director Cavecche gave the invocation.

## **Pledge of Allegiance**

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

## **Public Comments on Agenda Items**

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

## **Special Matters**

### **1. Presentation of Resolutions of Appreciation for Employees of the Month for October 2008**

Chairman Norby presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-62, 2008-63, 2008-64 to Julie Ann Peabody, Coach Operator; Anders Holst, Maintenance; and Jim Sterling, Administration, as Employees of the Month for October 2008.

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

Chairman Norby presented awards to Coach Operators Harry Marshall and Stephen Morales for achieving thirty years of safe driving.

### **3. Public Hearing for Fare Adjustment**

Chairman Norby opened the Public Hearing regarding a potential fare adjustment, and Ken Phipps, Deputy Director of Finance and Administration, provided a presentation on the issue. Mr. Phipps stated that the Board was not being asked to make a decision at this time; the purpose of the public hearing was to gain additional public input as part of the process of looking at a potential fare adjustment. Mr. Phipps explained the state requirement for a 20 percent farebox recovery to sustain subsidy from the state.

Director Bates requested staff pursue including Measure M local fund subsidy in amount, which could be counted toward the farebox recovery.

Discussion followed, along with a question-and-answer period. Director Pringle requested staff evaluate the concepts and alternatives for various service reductions prior to implementing a fare increase.

**3. (Continued)**

Mr. Phipps explained that \$9 million is certainly lost due to a shortfall in bus operations funds, and another \$9 million will be lost due to a shortfall in sales tax revenues. More losses could occur based on the state budget situation; all losses will take place this fiscal year. A budget amendment will be presented in the near future for the Board's consideration.

Director Campbell stated it would be helpful to the Board to understand what the impacts were on OCTA during the County bankruptcy several years ago and present that information in December.

Public comments were heard from:

Jane Reifer, resident of Fullerton, expressed her concern for the impacts on bus service if a fare increase is implemented. Ms. Reifer presented a document to the Clerk of the Board for filing with Board agenda materials.

Hugo Madrigal, resident of Irvine, provided comments regarding economic difficulties and while stating he understood the need for a fare increase; however, he stated he could not support it.

Paul Hyek, resident of Fountain Valley, stated that the buses are getting increasingly more crowded and he would like to see the ACCESS buses used for fixed routes when not being used for ACCESS clients.

Karen Belan, resident of Fullerton, requested consideration be given to pulling Line 35 from the Fullerton park-n-ride and re-routing it to the Buena Park Metrolink Station.

Frank Austin, resident of Tustin, expressed his concern for fares being increased at this time when the economy is presenting citizens with so many financial challenges and concern for the impacts to ACCESS riders.

Judith Kaluzny, resident of Fullerton, referred to the purpose of government as protecting those less fortunate. She encouraged Members to look at the impact to bus riders and families.

Darrell Nolta, resident of Westminster, stated that he understands that the increase is necessary and requested the Board to look at the situation and assess the OCTA business model. He further stated his concern for service cuts.

John Bladow, resident of Huntington Beach and addressing the Board via a sign language interpreter, expressed that he is "okay" with a small increase to bus fares, but has a problem with night buses, and feels there needs to be better communications between buses.

**3. (Continued)**

Christie Rudder, representing the Dayle McIntosh Center, expressed her concern for people on SSI, or other fixed-income programs, and possible inability to afford fare increases. She also stated she would like to hear more about offering daily services.

Rickie Robinson, resident of Anaheim, asked to be advised what the ACCESS fares will be increased to, when the increase will go into effect, and felt it would be better for the ACCESS buses to carry more than single passengers.

Addia Velasco, resident of Santa Ana, commented that she is a frequent bus rider and she is concerned about a bus fare increase.

Director Cavecche asked for clarification of the use of bus rapid transit (BRT) dollars and whether that takes money from the regular routes.

Chief Executive Officer (CEO), Arthur T. Leahy, stated that the BRT lines have been looked at and the service being added against possible reductions in the local service and are anticipating some reductions there as opposed to what was planned a year ago. Staff is also revisiting the BRT capital program (not rolling stock) to see if some funds cannot be derived and re-program that money for other capital projects.

Director Cavecche stated that other sources of revenue should be investigated and inquired if salaries and benefits, as the largest part of the Authority's expense, were going to be evaluated. Mr. Leahy responded that meetings are scheduled and this topic will be added for discussion.

Director Mansoor requested that Board Members' compensation be looked at for areas of cost-cutting, as well.

Director Rosen requested that the statute which requires a 20 percent farebox recovery ratio be provided.

Director Pringle stated that the cost of services should be reviewed regularly and commented that costs to provide bus service have gone up in many areas, and those costs should be looked at this time. He further stated that

A motion was made by Director Pringle, seconded by Vice Chairman Buffa, and declared passed by those present, to approve staff's recommendation following today's public hearing and return to the Finance and Administration Committee on November 12 and to the Board on November 24, 2008, for final action regarding a proposed fare increase.

Direct staff to return to the Board of Directors with a recommended implementation plan for consideration on November 24, 2008.

## **Consent Calendar (Items 4 through 21)**

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

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

#### **4. Approval of Minutes**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of October 10, 2008.

#### **5. Approval of Resolutions of Appreciation for Employees of the Month for October 2008**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-62, 2008-63, and 2008-64 to Julie Ann Peabody, Coach Operator; Anders Holst, Maintenance; and Jim Sterling, Administration, as Employees of the Month for October 2008.

#### **6. Appointment of Designated Representatives**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to approve the appointment of Chairman Chris Norby, Vice Chairman Peter Buffa, and former Chairman Carolyn Cavecche as designated representatives to meet with the Chief Executive Officer regarding his annual performance review and compensation.

#### **7. Payroll Operational Review**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to direct staff to implement the recommendations made in the Payroll Operational Review, Internal Audit Report No. 08-001.

#### **8. Federal Legislative Status Report**

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

**9. Evaluation of Personal Rapid Transit Technology**

Director Moorlach pulled this item and suggested that as guiding principles are developed for evaluating personal rapid transit, he would like to have a listing of the guiding principles which highlights the Authority's priorities as a Board.

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

- A. Receive and file as an information item.
- B. Direct staff to return to the Board of Directors with a set of guiding principles for the evaluation of personal rapid transit and other experimental transit technologies.
- C. Be mindful of how these guiding principles fit into overall transportation policies.

**10. Third Quarter 2008 Debt and Investment Report**

Director Rosen pulled this item and referenced page three of the staff report, indicating he felt something was missing. Kirk Avila, Treasurer and 91 Express Lanes General Manager, responded that it appears the dates that the securities were purchased are missing. He indicated that on September 29, 2008, the Federal Home Loan Mortgage Corporation bonds, totaling \$5 million, were purchased and maturing in 2030.

Director Rosen further stated that the report indicates "these bonds are in violation of the Authority's 2008 Investment Policy because the bonds have a stated final maturity of longer than five years." He confirmed that staff directed Western Asset Management in this manner, and they violated OCTA's investment policy, and asked why the firm was only put on probation. Mr. Avila summarized the Investment Policy for Director Rosen, and indicated that this firm would be penalized by being put on probation for a one-year period.

Public comment was heard from Darrell Nolta, resident of Westminster, who expressed his appreciation that the Board meetings are now being audio streamed on the internet; he also provided comments on the investment portfolio and national economy.

A motion was made by Director Moorlach, seconded by Vice Chairman Buffa, and declared passed by those present, to receive and file the Quarterly Investment Report prepared by the Treasurer as an information item.

Director Pulido was not present to vote on this item.



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

### **11. Go Local Step One Mixed-Flow Bus/Shuttle Proposals**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to approve the Go Local Program Step One bus/shuttle projects recommended for advancement into Step Two service planning as presented.

### **12. Agreements for On-Call Service Planning Support Services for the Go Local Mixed-Flow Bus/Shuttle Proposals**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-8-1012 with Dan Boyle & Associates, Inc., Agreement No. C-8-1216 with HDR Engineering, Inc., Agreement No. C-8-1217 with IBI Group, and Agreement No. C-8-1239 with Transportation Management & Design, Inc., for a combined maximum obligation of \$1,080,000, for on-call service planning support services.

### **13. Agreement to Provide Project Management Consultant Services for Oversight of Go Local Mixed-Flow Bus/Shuttle Proposals**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-8-1144 with the TSG Enterprises, Inc., for a maximum obligation of \$249,600, over two years, to provide project management services for oversight of Go Local mixed-flow bus/shuttle proposals.

### **14. Agreement for Project Management Consultant Services for Development of the Anaheim Regional Transportation Intermodal Center, Go Local Program, and California High-Speed Rail**

Director Moorlach pulled this item and inquired if Proposition 1A on the November ballot fails, how the funding for the High-Speed Rail portion fits into this project.

Darrell Johnson, Director of Transit Project Delivery, responded that the existing cooperative agreement that OCTA has with the High-Speed Rail Authority requires the completion of the environmental clearance document from Anaheim to Los Angeles, regardless of the outcome of the bond issue. Therefore, this would clear the way for conventional rail improvements, grade separations, and increased rail capacity, even if the bond does not pass. OCTA would then have a cleared environmental document at the end of the process.

Mr. Johnson further stated that if Proposition 1A passes in November, then it clears the way for further construction of the defined high-speed rail program.

**14. (Continued)**

A motion was made by Director Moorlach, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-8-1133 between the Orange County Transportation Authority and Atwell Consulting Group, in an amount not to exceed \$300,000, to provide project management consultant services for the continued development of the Anaheim Regional Transportation Intermodal Center, the Go Local Program, and the California High-Speed Rail Authority's Los Angeles to Orange County segment.

Director Pulido was not present to vote on this item.

**15. Agreement for On-Call Right-of-Way Services for the Rail-Highway Grade Crossing Safety Enhancement Program**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute agreements between the Orange County Transportation Authority and Epic Land Solutions, Inc., (Agreement No. C-8-1184), HDR Engineering, Inc., (Agreement No. C-8-1185), and Overland, Pacific & Cutler, Inc., (Agreement No. C-8-0994), in an aggregate amount not to exceed \$990,300, for on-call right-of-way services.

**16. Amendment to Cooperative Agreement with the Garden Grove Sanitary District for the Thunderbird Lift Station Improvement Project**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement No. C-7-1176 between the Orange County Transportation Authority and the Garden Grove Sanitary District, in an amount not to exceed \$314,654, to provide additional funding for construction and construction management of the Thunderbird Lift Station Improvement Project.

**17. Consultant Selection for Preparation of Plans, Specifications, and Estimates for Five Railroad Grade Separation Projects**

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

- A. Approve the selection of MTK, Inc, as the top-ranked firm to prepare the plans, specifications, and estimates for the Placentia Avenue railroad grade separation project and authorize the Chief Executive Officer to negotiate and execute Agreement No. 8-0961 for the required services.

**17. (Continued)**

- B. Approve the selection of HNTB Corporation as the top-ranked firm to prepare the plans, specifications, and estimates for the Kraemer Boulevard railroad grade separation project and authorize the Chief Executive Officer to negotiate and execute Agreement No. 8-0922 for the required services.
- C. Approve the selection of DMJM Harris/AECOM, as the top-ranked firm to prepare the plans, specifications, and estimates for the Orangethorpe Avenue railroad grade separation project and authorize the Chief Executive Officer to negotiate and execute Agreement No. 8-0987 for the required services.
- D. Approve the selection of Biggs Cardosa Associates, Inc., as the top-ranked firm to prepare the plans, specifications, and estimates for the Tustin Avenue/Rose Drive railroad grade separation project and authorize the Chief Executive Officer to negotiate and execute Agreement No. 8-0988 for the required services.
- E. Approve the selection of CH2M HILL, as the top-ranked firm to prepare the plans, specifications, and estimates for the Lakeview Avenue railroad grade separation project and authorize the Chief Executive Officer to negotiate and execute Agreement No. 8-0962 for the required services.

Director Bates abstained from voting on Recommendation "E".

**18. Renewed Measure M Progress Report**

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

**Orange County Transit District Consent Calendar Matters**

**19. Amendment to Agreement for Hazardous and Non-Hazardous Waste Transportation and Disposal Services**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-1065 between the Orange County Transportation Authority and Ecology Control Industries, Inc., to exercise the two option terms, in the amount of \$360,000, for hazardous and non-hazardous waste transportation and disposal services.

**20. Amendment to Agreement for Bus Parts Cleaner Services**

A motion was made by Director Winterbottom, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-5-2764 between the Orange County Transportation Authority and FRS Environmental, Inc., to exercise the two option years in the amount of \$50,000, for parts cleaner services.

**21. Agreement for the Bus Stop Maintenance Program**

Director Brown pulled this item and inquired if OCTA owns any of the 6,500 bus stops referenced.

Beth McCormick, Operations General Manager, responded that OCTA does not own any of the stops; they are owned by the cities.

Director Brown asked why, then, the cities are not providing this maintenance, and Ms. McCormick responded that OCTA has maintenance of certain elements (the pole and sign) of the stops which OCTA owns and additional trash collection is provided if the stop is in a state of disarray when maintenance arrives at the stop. She further indicated that OCTA works closely with the cities if there are elements which are beyond OCTA's scope. If there is graffiti on the shelter or bus bench, the city is contacted to take care of that problem.

Director Brown asked if OCTA receives payment from the cities if clean-up work is performed, and Ms. McCormick indicated that it does not.

Director Pringle suggested the Board reconsider this issue at this time. He felt it was not appropriate that the service be paid for twice, both by each city and OCTA.

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to return this item to staff to provide a listing of the bus shelters in the cities at which clean-up is not being performed by those cities' contractors, leaving OCTA to provide that service.

CEO, Mr. Leahy, indicated a contract extension with the current provider will be issued until a decision can be made on this issue.

Director Pulido was not present to vote on this item.

## Regular Calendar

### Orange County Transportation Authority Regular Calendar Matters

#### 22. **Costa Mesa Freeway (State Route 55) Access Study - Initial Screening of Alternatives**

A motion was made by Director Mansoor, seconded by Director Amante, and declared passed by those present, to:

- A. Approve the initial screening report for the Costa Mesa Freeway (State Route 55) Access Study, which recommends a reduced set of alternatives for more detailed analysis.
- B. Direct staff to immediately begin working with the cities of Costa Mesa and Newport Beach and the California Department of Transportation to develop a draft cooperative agreement for the next phase of the Costa Mesa Freeway (State Route 55) Access Study, and study the marketing and commercial viability impacts on the neighboring business districts.

Directors Pulido and Rosen were not present to vote on this item.

### Orange County Transit District Regular Calendar Matters

#### 23. **Closure of Santa Ana Transit Terminal and Realignment of Bus Routes**

Director Nguyen inquired if the restrooms at this facility will be closed to the public if/when the Santa Ana Transit Terminal (SATT) is closed. Edmund Buckley, Operations Section Manager, responded with information where public restrooms in the area are available and indicated that the restrooms at the transit terminal facility will not be left open.

CEO, Mr. Leahy, indicated that OCTA will be working with the city of Santa Ana regarding this facility in terms of future commercial development.

Director Moorlach asked for clarification of what is taking place at Flower and 6<sup>th</sup> Street, which is where this facility is located.

Mr. Buckley provided information on future development and an overview of the plan for bus lines which currently service this area. Mr. Buckley stated that OCTA is working with the City of Santa Ana's Public Works Department to closely mirror the existing alignments and modify the routes to create an on-street layover zone for four of the buses which presently serve inside the terminal. At the same time, re-routing will take place for the buses which travel on First Street, Civic Center Drive, Main Street, and Flower to stay along those thoroughfares; the other lines will continue on their current alignments.

**23. (Continued)**

Director Moorlach inquired if there could be an arrangement with the County of Orange to assist with keeping the restrooms open at this location after the tentative closing date of December 15.

Public comments were heard from:

Roy Shahbazian, resident of Orange, addressed the Board regarding potential impacts to bus routes if SATT closes, and encouraged staff to look into continuing transfers for riders in that area.

Jane Reifer, resident of Fullerton, shared her concerns for public awareness if SATT closes and requested a decision on this issue be postponed.

Kyle Minnis, resident of Santa Ana, expressed concern for transfers for riders who generally use SATT.

Darrell Nolta, resident of Westminster, shared his concern for venting the natural gas at SATT and the proximity of the facility to the County facility and County Courthouse.

Judith Kaluzny, resident of Fullerton, addressed the Board stating that she feels attitudes toward bus riders is different than in other countries because riding the bus there is viewed as more customary mass transit.

Director Bates stated that it would be very important to know the financial implications of closing SATT and requested staff bring back that information.

Director Moorlach asked that the capital depreciation be included and asked what OCTA's subsidy would be.

Discussion followed, and a motion was made by Director Winterbottom, seconded by Director Pringle, and declared passed by those present, to:

- A. Approve closure of the Santa Ana Transit Terminal.
- B. Receive and file strategy for realignment of bus routes as an information item.

Directors Brown and Pulido were not present to vote on this item.

## Discussion Items

### 24. Third Quarter Review of Chief Executive Officer's Goals for 2008

CEO, Arthur T. Leahy, provided an overview of this listing of goals set out at the beginning of the calendar year, highlighting various projects and accomplishments.

Director Winterbottom expressed his appreciation to the CEO for focusing on transit service at OCTA. He stated this has resulted in excellent bus service and various awards bestowed on the Authority over the past several years under Mr. Leahy's leadership.

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

Directors Rosen and Pulido were not present to vote on this item.

### 25. Public Comments

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

Public comments were heard from:

Darrell Nolta, resident of Westminster, commented that he is unhappy seeing Director Pulido frequently leave meetings early; positive train control is essential for Metrolink trains; buses need to be driven safely; opposition to the 241 tollroad extension; and expressed an objection to OCTA money being used for financial difficulties of the Transportation Corridor Agencies.

Frank Austin, resident of Tustin, spoke on behalf of a peer who was concerned for unmarked vehicles and non-uniformed drivers arriving to pick up ACCESS clients.

CEO, Mr. Leahy, stated that these comments will be evaluated and investigated thoroughly. Mr. Leahy emphasized that safety is a primary focus.

Erin Rogers, Assistant Transit General Manager, stated that these vehicles are the subcontractors' vehicles that Veolia has with the Call Oscar program and that the vehicles should be marked, and drivers are required to carry identification.

Roy Shahbazian, resident of Orange, stated he is concerned with service cuts planned for December, the closure of SATT, and more service cuts anticipated for March 2009. He recommended looking into funds that can be used for transit services; techniques for trying to recapture lost ridership which may occur due to a fare increase; looking into getting a premium fare, such as business class; farebox recovery requirement in regard to fixed route and ACCESS service.

## **27. Directors' Reports**

Director Bates reported that the San Juan Capistrano City Council at their last meeting voted to oppose the east/west connector in the South Orange County Major Investment Study (SOCMIS) that would expand Ortega Highway to six lanes. She requested that the CEO return to the Board with a process which can be used to recognize the decisions by local jurisdictions.

Director Amante stated that everyone in the various jurisdictions is facing difficult times in today's complex economic issues; however, he stated that he feels the obligation of leaders is to make the best choices possible in order to protect the public services for which they are responsible.

Director Amante further stated that indeed OCTA's meetings are open to the public, and the Board goes to great lengths to give the time and attention to discussions on issues which will impact the communities which the Board Members represent.

Director Rosen stated that he welcomes public comments, and public officials have forums on public agendas to address those comments.

Director Quon stated that in addition to the support letter regarding the Foothill South extension, the Federal Highway Administration last Friday completed and shared the technical analysis that was requested by the Environmental Protection Agency. The analysis concluded the same as had Caltrans and Transportation Corridor Agencies in affirming that the alternative to widen Interstate 5 is not an equal alternative.

Director Dixon reported that the 241 tollroad extension has a larger impact to this region if not completed, in that this is a transportation-control measure which gives the Southern California region assistance to meet its required air quality conformity. Director Dixon stated if the 241 tollroad extension is not completed, the region could go out of conformity; should that happen, all transportation funding would be jeopardized until a substitute project could be identified; at this time, there is no project which could replace the credits required.

Director Dixon urged those from the public who wish to make comments to insure they are prepared with facts when they address their elected officials.

Director Green reported that the City of Seal Beach has requested a meeting with Caltrans and OCTA to discuss two off-ramp issues.

Director Moorlach referenced a question by David Sundstrom, co-chair of the Measure M Taxpayers' Oversight Committee, regarding rubberized asphalt on Trask Avenue and asked how it would be resolved.



**27. (Continued)**

CEO, Mr. Leahy, responded that he has spoken with Mr. Sundstrom, and at this time, no action is required. The issue is one of design decisions, rather than use of Measure M funds or basic construction issues.

Vice Chairman Buffa inquired as to who the best person on OCTA staff is to contact regarding rubberized asphalt issues and pilot experiment, and was advised Kia Mortazavi, Executive Director of Development, would be the best contact on that issue.

Director Brown stated that the National Transportation Safety Board has suggested that positive train control is effective, but the Federal Rail Administration (FRA) did not make that one of the priorities. The FRA did allow 11 demonstration projects throughout the United States to try the positive train control. At this time, the Burlington-Northern/Santa Fe, Union Pacific, and Amtrak are developing their own positive train control for the areas throughout the basin, and the FRA will select and adopt one system to be used.

Chairman Norby encouraged Board Members to showcase their college alma maters at the November 10 Board meeting by wearing that representative clothing, bringing in memorabilia, etc.

**28. Closed Session**

A Closed Session was held:

1. Pursuant to Government Code Section 54956.9(a) to discuss Pamela Avery, et. al. vs. Orange County Transportation Authority, et al., OCSC Case No. 07CC0004.
2. Pursuant to Government code Section 54957 to review the performance of the Chief Executive Officer.

**29. Adjournment**

The meeting adjourned at 1:10 p.m. The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, November 10, 2008**, at the OCTA Headquarters.

ATTEST

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Wendy Knowles  
Clerk of the Board

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Chris Norby  
OCTA Chairman





MEMO

November 5, 2008

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

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

Thank you.



**November 6, 2008**

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** State Legislative Status Report of Legislation Enacted in 2008

**Overview**

At the close of the 2008 legislative session, 1,187 bills were submitted to the Governor for consideration. This year, the Governor vetoed a record-breaking 35 percent of the bills sent to his office. A report containing a brief analysis of legislation relevant to the Orange County Transportation Authority is provided.

**Recommendation**

Receive and file as an information item.

**Discussion**

**2008 Legislative Session Adjourns**

Following the Legislature's adjournment, the Governor had until September 30, 2008, to either sign or veto all legislation submitted to his office. Of the 1,187 bills that were sent to the Governor this legislative session, 772 were signed into law, while 415 were vetoed. For the 2007-2008 legislative session Governor Schwarzenegger's veto percentage reached a historic 35 percent which is up from the 22 percent he vetoed in 2007. Notably, of the 415 vetoed bills, 136 of those bills were returned to the Legislature with a generic veto message which stated that due to the extended budget impasse, the Governor would only sign high-priority bills with significant impacts to Californians.

With respects to transportation-related legislation , the 2008 legislative session was largely successful for the Orange County Transportation Authority (OCTA). Out of the three sponsored bills carried by OCTA, two were signed by Governor Schwarzenegger and one was ultimately carried out in another bill. Additionally several landmark pieces of legislation were negotiated between

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the Legislature and stakeholders which have significant impacts to the transportation sector. OCTA staff was actively involved in offering policy alternatives, feedback, and providing input during the negotiation process.

For the 2008 legislative session, OCTA sponsored AB 387 (Duvall, R-Brea) and AB 2906 (Tran, R-Costa Mesa), both of which were signed by the Governor. OCTA also sponsored AB 1228 (Solorio, D-Santa Ana) which did not pass out of the Assembly; however, the major provisions were later incorporated into another piece of legislation. AB 387 (Chapter 185, Statutes of 2008) extends existing design-build authority for transit projects to technology or surveillance procurements to enhance safety, disaster preparedness, and homeland security efforts by eliminating the minimum cost threshold. AB 387 was needed for technology based projects because it is important to bidders developing these types of projects that they also are able to install the equipment to ensure their proprietary interests in the new technology are maintained. By enacting AB 387 this new statute will allow OCTA, in cooperation with local cities, to improve transit security through the installation of video surveillance systems (VSS) at Orange County's 11 area Metrolink commuter rail stations.

AB 2906 (Chapter 27, Statutes of 2008) repeals Section 21655.3 of the California Vehicle Code (CVC) which required 24-hour high-occupancy vehicle (HOV) lanes authorized within a specific time period to construct a four-foot buffer area between the general purpose lanes and the HOV lane. By eliminating this section, OCTA was able to enter into an agreement with the California Department of Transportation (Caltrans) to expand the continuous access pilot program to the Costa Mesa Freeway (State Route 55).

AB 1228, introduced by Assembly Member Jose Solorio, would have modified the high-speed rail bond act (bond act) to make the City of Anaheim the southern terminus of the initial segment of the high-speed rail system which would extend northbound to San Francisco. The approved 2002 bond act designated Los Angeles to be the southern terminus. AB 1228 was held in the Assembly Appropriations Committee as committee staff contended that adding an additional segment would impose significant cost pressures to the overall cost of the high-speed rail system. OCTA staff was successful in incorporating this provision into AB 3034 (Galgiani, D-Tracy) as discussed in a later section of this report.

While not an OCTA sponsor bill, staff advocated strongly for the passage of SB 1316 (Correa, D-Santa Ana), provides a framework for the extension of the 91 Express Lanes into Riverside County and extends the period OCTA can

collect tolls to 2065, thereby matching the anticipated tolling length for the Riverside County portion. The bill also authorizes a broader use of toll revenues by allowing them to be used to provide improvements for the Riverside Freeway (State Route 91) corridor, including transportation alternatives and other improvements that are necessary for or related to the construction or operation of State Route 91 (SR-91) including tolled and non-tolled facilities, connector roads, bridges, roadways, and onramps. Previously, the revenues were restricted to the existing right-of-way for SR-91. By broadening the scope of authorized projects, SB 1316 will allow OCTA to implement additional projects within the corridor that will further ease congestion.

*OCTA Position - Support*

Additionally, transportation agencies continued to work with state agencies in drafting guidelines for several remaining Proposition 1B programs as well as competing for funds from several Proposition 1B programs. After two years of OCTA staff participating in the negotiation process, the enacted budget included trailer bill language for the State-Local Partnership Program with the necessary distribution formulas and policy language to move forward with the program. OCTA staff was in constant dialogue with other Southern California transportation agencies and legislative staff to ensure an equitable formula-driven distribution of funds. The enacted budget does, in fact, include equitable distribution formulas based on sales tax revenue and population for Southern California. OCTA is estimated to receive approximately \$84 million over the five-year anticipated allocation period. Final program guidelines are currently being finalized and OCTA will continue to participate in that process.

Furthermore, OCTA successfully competed for funds from the Proposition 1B Traffic Light Synchronization Program (TLSP) and Trade Corridor Improvement Fund (TCIF) program. For the TLSP, OCTA will receive approximately \$4 million which will be used in combination with Measure M funds to synchronize 10 major arterial corridors in Orange County synchronizing a total of 533 signalized intersections. For TCIF, OCTA and its regional partners collaborated to successfully secure approximately \$1.6 billion for 53 goods movement improvement projects in the Southern California region. OCTA successfully negotiated to qualify eight goods movement infrastructure projects for TCIF funding and anticipates receiving an estimated \$218 million to help fund these projects.

For 2008, a number of other important bills were signed into law or vetoed and a select few are described below.

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Bills Signed

SB 375 (Steinberg, D-Sacramento), requires regional transportation plans to include a sustainable communities strategy (SCS) designed to achieve regional greenhouse gas (GHG) emission reduction targets pursuant to AB 32 – the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006). If the SCS is unable to achieve the regional target, an unconstrained alternative planning scenario is to be created demonstrating how the targets can be reached. SB 375 also allows county transportation commissions in the Southern California Association of Governments (SCAG) region, in conjunction with regional council of governments, to create a sub-regional SCS to be integrated into the regional SCS. Transportation projects programmed prior to 2011 that are included in the 2007 or 2009 Federal Transportation Improvement Program, funded pursuant in to Proposition 1B, or specifically listed in a local sales tax measure for transportation projects approved prior to December 31, 2008, are excluded. In addition, nothing is to require a transportation authority with a locally approved sales tax measure adopted prior to December 31, 2010, from changing the funding allocations for categories of transportation projects approved by voters. Lastly, California Environmental Quality Act (CEQA) streamlining provisions are provided for specific development projects.

SB 375 is one of the most significant bills to be enacted in 2008. Initially introduced in the 2007 legislative session, this two-year bill was amended multiple times due to the rigorous negotiations which took place between Senator Steinberg's office and stakeholders from throughout the state. In March of this year, OCTA approved a set of guiding principles to be used by OCTA staff as tools during the policy dialogues which occurred crafting this bill. OCTA played an active role in negotiating provisions which would minimize the mandates on transportation agencies such as OCTA.

OCTA strongly advocated for a number of amendments including a role for county transportation commissions in the creation of regional GHG targets, the ability for county transportation commissions to create a sub-regional SCS in the SCAG region, protections for funding provided by voter approved local sales tax measures for transportation projects, and clarification that GHG CEQA analysis for transportation projects should take place at the programmatic level, all of which would address potential policy issues which would arise if implemented.

A number of these amendments were included in the adopted version of SB 375, including a role for county transportation commissions in the creation of regional targets and the ability for county transportation commissions in the

SCAG region, in conjunction with a local council of governments, to create a sub-regional SCS to be integrated within SCAG's regional SCS. In addition, more protection was added for projects funded by voter approved local sales tax measures, although work will continue in the next session to provide greater protection for not only funding from local sales tax measures planned up through 2010, but also funding from Proposition 1B. Primarily, however, as mentioned in the Governor's signing message, clarification will be needed that GHG CEQA analysis for transportation projects is to occur at the programmatic level, rather than at the project level. Acknowledging the immediacy of this issue, staff will continue to work closely with legislative staff in ongoing negotiations on clean-up legislation to advocate for the inclusion of this CEQA clarification, in addition to other needs identified as the implementation process begins.

OCTA Position – *Oppose Unless Amended*

AB 3034 (Galgiani, D-Tracy) makes a variety of revisions to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21<sup>st</sup> Century (Bond Act). Initially approved for the ballot in 2002, the \$9.95 billion general obligation bond would provide funding for the development of a high-speed rail system connecting San Francisco to Los Angeles and required the high-speed rail system to be built consistent with an outdated business plan drafted in 2000. As intended in AB 1228, AB 3034 amends the Bond Act to include Anaheim into the initial segment of the high-speed rail system. AB 3034 also requires the high-speed rail system to be developed consistent with the approved environmental impact reports completed in 2005 and July of 2008, requires the High-Speed Rail Authority to draft a revised business plan by September 2008, and strengthens accountability by establishing a peer review group to review all analysis, funding plans, and policy assumptions for accuracy and feasibility. AB 3034 will be placed on the November 4, 2008, ballot as Proposition 1A.

OCTA Position: *Support*

Bills Vetoed

SB 974 (Lowenthal, D-Long Beach), would have levied a \$30 fee on all loaded twenty-foot equivalent containers (TEU) transported through the Ports of Los Angeles, Long Beach, and Oakland. Revenues generated from this "container fee" would have been used for goods movement-related infrastructure projects and air pollution mitigation projects associated with goods movement activity at the abovementioned ports. A joint powers authority would have been established for the Southern California region to prioritize projects based upon a list of eligible projects as specified in SB 974



legislation. OCTA worked diligently to qualify 19 grade separation projects along the Burlington Northern Santa Fe (BNSF) and Los Angeles-San Diego (LOSSAN) corridors.

OCTA played a significant role in crafting this bill and also garnering support from local agencies throughout Orange County requesting the signature of SB 974. OCTA staff was successful in getting local cities with projects identified in the bill to send signature request letters to the Governor's Office along with influential organizations such as the California Professional Firefighters, local police and fire agencies, and Orange County Taxpayers Association (OCTax).

Upon the Legislature's passage of SB 974, the Governor's Office began to privately circulate potential amendments that the Administration wanted to negotiate in return for the bill's approval. The Legislature ultimately sent the Governor the enrolled form of the bill with no additional amendments. The Governor then vetoed the measure stating that SB 974 did not contain implementing language which assured projects would maximize cost-effectiveness, emission reductions, and public health protection. Additionally, the Governor stated that the bill fails to provide the San Joaquin Valley with access to container fee revenue to mitigate pollution associated with goods being transported from the ports through the Central Valley. The Administration's amendments would have raised a number of issues with the bill including the late introduction of the amendments and the inclusion of the Central Valley would have immediately changed the definition of the container "fee" into a tax. OCTA along with other local agencies in the Southern California region will now begin to discuss feasible local options to enhance revenue for goods movement infrastructure projects and also continue an open dialogue with Senator Lowenthal to explore another legislative vehicle at the state level.

OCTA Position: *Support*

AB 996 (Spitzer, R-Orange) would have revised the non disclosure exemptions to the Confidential Records Program (CRP) administered by the California Department of Motor Vehicles (DMV) to provide that a governmental agency may obtain a driver's information necessary to process the service and collection of a traffic, parking, or toll road violation. With over 14 million vehicle trips taken annually on the 91 Express Lanes in 2007, an estimated 3,484 CRP-related toll violations occurred, which equates to a loss of approximately \$10,500 in toll revenues. AB 996 would have provided the tools to allow OCTA to effectively and efficiently locate and process CRP-related toll road violations.

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The Governor vetoed this measure stating that the DMV would experience substantial cost increases upon implementation. The Governor also indicated that toll agencies have access to confidential driving records through existing policies and statutes. A toll agency collecting a fine may obtain the violator's address of employment or may provide the fine amount to the DMV, which would then be included in the violator's registration renewal notice.

OCTA Position: *Support*

The OCTA Board of Directors also took oppose positions on two bills which did not pass the Legislature. SB 1165 (Kuehl, D-Santa Monica) would have modified the procedures for preparing and commenting on draft environmental impact reports (EIR) or negative declaration by requiring the administrative draft of the EIR or negative declaration to be available for public comment. SB 1507 (Oropeza, D-Long Beach) would have prohibited the construction and expansion of a state highway within one-fourth of a mile of a school boundary except under specific circumstances. Under intense pressure from local transportation agencies, both of these bills failed in the Legislature.

A wide variety of legislation was enacted during the 2008 legislative session which will have both direct and indirect impacts on OCTA as shown in Attachment A. Although OCTA did not take a position on all of the bills contained in the attached report, there are many new statutes that OCTA must account for moving into 2009.

### ***Summary***

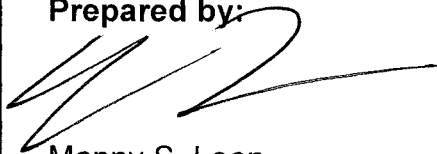
The 2008 legislative session proved to be an important year for public transportation agencies. The Legislature sent 1,187 bills to Governor Schwarzenegger for consideration, with the Governor vetoing a record 35 percent of all submitted bills. A report on legislation enacted in 2008 that is of interest to OCTA is provided.

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**Attachment**

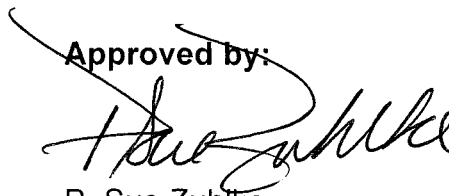
A. End of the Year Report, 2008 Enacted Legislation

Prepared by:



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Approved by:



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## LEGISLATION ENACTED IN 2008

### Agency Organization

#### **AB 38 (Nava, D-Santa Barbara) State Emergency Management Agency (Chapter 372, Statutes of 2008)**

AB 38 deletes provisions of existing law governing the Office of Homeland Security and the Office of Emergency Services (OES). Establishes the California Emergency Management Agency in the Office of the Governor, which would succeed and be vested with the duties, powers, purposes, and responsibilities of both of the former offices. Requires OES to update guidance document to the state emergency plan with respect to agriculture-related disasters by January 2009. Repeals the provisions establishing the State Emergency Response Team.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

### Alternative Fuels and Technology

#### **AB 2009 (Hernandez, D-West Covina) Utility User Taxes: Exemption (Chapter 221, Statutes of 2008)**

AB 2009 clarifies that a local jurisdiction is not to impose a utility user tax (UUT) for the use of compressed natural gas (CNG) by local agencies or public transit operators in the operation of public transit services.

OCTA Position - *Support*

Impact on OCTA: *Under existing law the Mills-Hayes Act stipulates that a tax is not to be imposed on fuel used by public transit operators. This measure brings CNG in line with other fuel sources for public transit. The City of Santa Ana had previously been charging OCTA a six percent UUT for use of CNG fuel at the Santa Ana Base. For the month of May 2008, OCTA's UUT totaled \$20,000. The City of Santa Ana recently agreed to terminate the UUT charge to OCTA effective October 1, 2008.*

### Audits, Records, Reports and Litigation

#### **AB 2452 (Davis, D-Los Angeles) Notaries Public (Chapter 67, Statutes of 2008)**

AB 2452 adds specified governmental employee identification cards as an allowable form of identification for a creditable witness to prove the identity of an individual who executes a written instrument in the presence of a notary public. This bill also deletes a provision allowing a witness to an individual's identification who is personally known to the officer to serve as evidence for an acknowledgment.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2607 (Davis, D-Los Angeles) Political Reform Act of 1974: Electronic Filing (Chapter 498, Statutes of 2008)**

AB 2607 authorizes the counties of Los Angeles, Merced, Orange, and Stanislaus to participate in a pilot program to permit the electronic filing of economic interest statements. This bill also prohibits certain elected officials from participating in the program and requires the counties to submit a report regarding the safety, security, privacy, and effectiveness of the filing process.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2801 (Carter, D-Rialto) Conflict of Interest: Settlements (Chapter 163, Statutes of 2008)**

AB 2801 amends existing law which provides that any public officer or employee shall not be financially interested in any contract made by them in their official capacity and provides an officer shall not be deemed to be interested if the officer has only a remote interest. This bill provides a remote interest includes that of a party to litigation involving the body or board of which the officer is a member in connection with a settlement agreement in which the member has rescued themselves from participation in the making of an agreement.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1696 (Yee, D-San Francisco) Public Records Act (Chapter 62, Statutes of 2008)**

SB 1696 clarifies that a state or local agency may not allow another party to disclose information that is subject to disclosure under the Public Records Act. Provides that any contract entered into by the state or local agency which requires a private entity to review, audit, or report on an aspect of that agency, to the extent that it is subject to the Public Records Act, is to be disclosed pursuant to provisions under existing law.

OCTA Position - *Monitor*

Impact on OCTA: *As a public entity subject to the requirements of the Public Records Act, OCTA will need to monitor actions for compliance according to these new requirements and clarifications.*

**SB 1732 (Romero, D-East Los Angeles) Local Agencies  
(Chapter 63, Statutes of 2008)**

SB 1732 prohibits a majority of members of a legislative body of a local agency from using, outside a meeting authorized the Ralph M. Brown Act, a series of communications of any kind, directly through intermediaries to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. Provides that when the members of a legislative body of a local agency are authorized to access a writing of the body or of the agency as permitted by law in the administration of their duties, the local agency shall not discriminate between or among any of those members as to which writing or portion thereof is made available or when it is made available.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**Employment Terms and Conditions**

**AB 1626 (Mullin, D-South San Francisco) County Employees' Retirement:  
Conformance with Federal Law  
(Chapter 212, Statutes of 2008)**

AB 1626 provides modifications to the County Employees Retirement Act of 1937 in order to remain in accordance with federal law. Allows a person enrolled in a defined benefit program to elect to have all or part of a distribution paid directly to an eligible specified plan subject to terms and conditions established by the governing board.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 1963 (Carter, D-Rialto) Public Employees' Retirement: Service Credit  
(Chapter 219, Statutes of 2008)**

AB 1963 specifies that a participant in a retirement system established under the County Employees Retirement Law is permitted to concurrently participate in individual account retirement plans. Participants are also permitted to concurrently participate in, and receive credit for service in, a supplemental defined benefit program maintained by his or her employer provided that the supplement program meets specified requirements.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2023 (Houston, R-San Ramon) Public Employee Disability Benefits  
(Chapter 370, Statutes of 2008)**

AB 2023 applies restrictions on the Board of Administration of the Public Employees' Retirement System or on a body administering a retirement system or a pension trust with respect to the medical opinion or documentation used to determine whether a member's disability retirement eligibility. This bill also prohibits the use of disability retirement as a substitute for the disciplinary process.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2075 (Fuentes, D-Sylmar) Wages: Execution of Release of Claim or Right  
(Chapter 224, Statutes of 2008)**

AB 2075 amends existing law that prohibits an employer from requiring the execution of a release of a claim or right on account of wages due, unless payment of those wages have been made. This bill would also defines execution of a release to include requiring an employee, as a condition of being paid, to execute a statement of the hours worked during a pay period which the employer knows to be false.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2181 (Ruskin, D-Los Altos) Workers' Compensation: Reports of Occupation Injury  
and Illness  
(Chapter 740, Statutes of 2008)**

AB 2181 amends existing law which requires all employers to file a complete report of every occupational injury or illness. This bill requires an insured employer to file the report with their insurer on a form given by the Administrative Director of the Division of Workers' Compensation. It also requires the insurer of an insured employer to file the report in an electronic form prescribed for that purpose by the administrative director.

OCTA Position - *Monitor*

Impact on OCTA: *OCTA's current practices may need to be adjusted accordingly.*

**AB 2202 (Caballero, D-Salinas) Public Employees' Retirement System  
(Chapter 261, Statutes of 2008)**

AB 2202 requires every contracting agency of the Public Employees' Retirement System to provide information to the Board of Administration, upon request, regarding its employees who are not enrolled as members. This bill would require that this information be kept confidential and permits the Board to enter into an agreement with the governing body of a contracting agency for the termination of a portion of the contract with respect to a member classification with no active employees.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2673 (Feuer, D-Los Angeles) County Employees' Retirement: Death Benefits (Chapter 197, Statutes of 2008)**

AB 2673 amends the County Employees Retirement Law that provides that any death benefits, optional retirement allowances, or survivor's allowances accorded to a spouse may be accorded to a domestic partner. This bill would make the provision of the County Employees Retirement Law inapplicable to any member whose death occurs on or after January 1, 2009.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 28 (Simitian, D-Palo Alto) Motor Vehicles: Wireless Communications Device (Chapter 270, Statutes of 2008)**

SB 28 prohibits a person from driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication, except as specified. This bill also provides that a violation point is not given for the violation and imposes a base fine for the first offense and an increased fine for each additional offense.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1123 (Wiggins, D-Santa Rosa) Public Employee Benefits (Chapter 371, Statutes of 2008)**

SB 1123 amends provisions regarding the services of an enrolled actuary and the disclosure of public retirement plan benefits. This includes local postretirement benefits within an actuary's statement that is provided before an increase in benefits can be authorized. SB 1123 also requires the future annual costs of postemployment benefits to be made public and creates the Actuarial Advisory Panel to provide information on pensions, other postemployment benefits, and best practices to public agencies.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*



## Environment

### **AB 109 (Núñez, D-Los Angeles) Air Pollution: Alternative Fuels and Vehicle Technology**

#### **(Chapter 313, Statutes of 2008)**

AB 109 makes clarifying changes to the framework developed under AB 118 (Chapter 750, Statutes of 2007), which created the Alternative and Renewable Fuel and Vehicle Technology Program and the Air Quality Improvement Program. Defines “full fuel-cycle assessment” for both programs. In administering the renewable fuels program, requires the California Energy Commission to provide a competitive process for allocating funds, approve projects at a noticed public hearing, and specifies other requirements for project eligibility, preference, and selection. In administering the air quality program, requires the California Air Resources Board (CARB) to go through a specific process to adopt guidelines for implementation, and submit a report to the Legislature evaluating the program. Expands financing mechanisms available under the air quality program.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

### **AB 1338 (Assembly Budget Committee) Public Resources**

#### **(Chapter 760, Statutes of 2008)**

AB 1338 is the annual public resources budget trailer bill. Several provisions include requiring the California Environmental Protection Agency to submit to the Legislature a comprehensive annual budget report regarding funding proposals and funding levels for implementing climate solutions by required state agencies under AB 32 – the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006). The report is required to include a five-year work plan summary by each required state agency indicating how resources will be allocated to achieve specified deliverables. Provides clarifying language to allow state agencies to qualify for Proposition 1B goods movement funds allocated by CARB.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2650 (Carter, D-Rialto) Department of Transportation: Environmental Review (Chapter 248, Statutes of 2008)**

AB 2650 extends the California Department of Transportation's (Caltrans) participation in the Surface Transportation Project Delivery Pilot Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to January 1, 2012. As part of this program Caltrans waives the state's eleventh Amendment right not to be sued in federal court so to assume the Federal Highway Administration's duties under the National Environmental Policy Act (NEPA). Extends the deadline to January 1, 2011, for a report by Caltrans on a comparison of the activities under the pilot program to similar activities prior to participation in the program.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2720 (Levine, D-Van Nuys) Environment: Environmental Impact Report (Chapter 148, Statutes of 2008)**

AB 2720 defines "hazardous air emissions" and "extremely hazardous substances" in relation to provisions under the California Environmental Quality Act (CEQA) which prohibit the certification of an environmental impact report or negative declaration involving the construction or alteration of a facility within a quarter-mile from a school which can reasonably be anticipated to emit those types of emissions. Makes technical, non-substantive changes to related provisions.

OCTA Position - *Monitor*

Impact on OCTA: *Many future planned projects by OCTA are within a quarter mile distance of a school, all of which will need to comply with the requirements and definitions provided under this bill.*

**AB 2991 (Núñez, D-Los Angeles) Air Pollution: Research (Chapter 691, Statutes of 2008)**

AB 2991 expands the membership of the CARB screening committee for air pollution research projects funded by the state from nine to eleven persons. Specifies that the committee is to review, advise, and give recommendations related to all climate change related research projects funded by the state, and requires that two members on the committee have experience in climate change matters.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AJR 40 (De Leon, D-Los Angeles) South Coast Air Basin: Ozone and Particulate Matter**

**(Chapter 90, Statutes of 2008)**

Requests that the President of the United States take action to improve the conditions in the South Coast Air Basin regarding particulate matter (PM) 2.5 exposure. Recommended actions include both the establishment of more stringent United States Environmental Protection Agency standards for mobile source emissions, and additional federal funding for projects that would bring immediate reductions in PM 2.5.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AJR 53 (Huffman, D-San Rafael) Air Resources: Greenhouse Gas Emissions**  
**(Chapter 92, Statutes of 2008)**

AJR 53 urges the President of the United States and Congress to support the Reducing Global Warming Pollution from Vehicles Act of 2008 (S. 2555, Boxer, D-California) and the Right to Clean Vehicles Act of 2008 (HR 5560, Welch, D-Vermont), which would permit California and other states to implement state regulations to reduce greenhouse gas (GHG) emissions from motor vehicles.

OCTA Position - *Monitor*

Impact on OCTA: *In 2002, California passed AB 1493 (Chapter 200, Statutes of 2002), which created GHG emission reduction requirements for passenger cars and trucks. CARB currently predicts that AB 1493 will provide about 18 percent of the statewide GHG emission reductions required under AB 32. In order to enforce such regulations, however, California would need a waiver from the United States Environmental Protection Agency, which has been denied. California and other states are currently challenging the waiver denial in federal court. The legislation referred to above would provide an alternative means of challenging the waiver denial.*

**SB 732 (Steinberg, D-Sacramento) Environment  
(Chapter 729, Statutes of 2008)**

SB 732 creates a framework to create guidelines and implement Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Establishes the Strategic Growth Council (Council) in the state government, appropriating \$500,000 to fund its activities to meet the goals of AB 32 through sustainable land use planning, which includes coordinating programs of member state agencies, including the Business, Transportation, and Housing agency. In addition, the Council would be required to provide data and information to local agencies on the development of sustainable communities, and recommend policy and investment strategies to encourage the development of such communities. Finally, the Council would be required to report to the Legislature by July 1, 2010, on its activities regarding the management of grants and loans.

OCTA Position - *Monitor*

Impact on OCTA: *Approved as a companion bill to SB 375 (Chapter 728, Statutes of 2008), eligible projects to be funded by the Council include the development of sustainable communities by metropolitan planning organizations, councils of governments, regional transportation planning agencies, cities, counties, or joint powers authorities. This can be interpreted to include OCTA as an eligible recipient of funding through this program for the development of the SCS required under SB 375.*

**SB 947 (Hollingsworth, R-Murrieta) California Environmental Quality Act:  
Consultation: Transportation Facilities  
(Chapter 707, Statutes of 2008)**

SB 947 increases notification and consultation requirements governing lead agencies overseeing significant projects under CEQA. Provides clarifying language specifically requiring a lead agency, for a project with statewide, regional, or area wide significance, to notify relevant transportation agencies and other public agencies about project scoping meetings and adds overpasses, onramps, and offramps to the list of transportation facilities where consultation with these agencies is required to better determine the project's impact.

OCTA Position - *Monitor*

Impact on OCTA: *This bill aims to improve communication between lead agencies and regional/local agencies affected by a public works project. This bill will improve communication between OCTA and other agencies such as Caltrans and allow OCTA to provide greater input during the environmental phase of a project.*

**SB 1646 (Padilla, D-San Fernando Valley) South Coast Air Quality Management District**

**(Chapter 724, Statutes of 2008)**

SB 1646 authorizes the South Coast Air Quality Management District (SCAQMD) to impose a \$1 fee on the renewal of registration of any motor vehicle within its jurisdiction indefinitely, thereby eliminating the existing expiration date of January 1, 2010. Revenues from the fee are to be used to reduce air pollution through the implementation of a clean-burning fuel program in the district. Authorizes no more than five percent of the funds to be used for administrative purposes.

OCTA Position - *Monitor*

Impact on OCTA: *Revenues received from the fee authorized under SB 1646 supports SCAQMD's Clean Fuels Program which provides financial assistance on a competitive basis, through cooperative agency agreements, or through unsolicited proposals for the research, development or demonstration of clean fuel technologies. Projects funded in the past include those associated with alternative fuel vehicles, expansion of natural gas refueling infrastructure, and new emission control technology.*

**Finance and Investments**

**SB 344 (Machado, D-Linden) State and Local Governments: Public Finance (Chapter 3, Statutes of 2008)**

SB 344 provides that the acquisition of bonds by or on behalf of a state or local government that issued the bonds does not cancel, extinguish, or otherwise affect the bonds, and that the issued bonds shall be treated as outstanding bonds for all purposes.

OCTA Position - *Monitor*

Impact on OCTA: *Allows agencies such as OCTA to temporarily purchase its own bond debt when interest rates rise (such as increases in variable rate bond debt) and sell back bond debt when interest rates fall.*

**Freeways**

**AB 1209 (Karnette, D-Long Beach) Vehicles: High-Occupancy Vehicles Lanes (Chapter 429, Statutes of 2008)**

AB 1209 allows the owners of clean air-stickered hybrid vehicles that are non-repairable due to being total loss salvage vehicles be issued new clean air stickers for any qualifying replacement hybrid vehicle the owner may purchase.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2906 (Tran, R-Costa Mesa) Vehicles: High-Occupancy Vehicle Lane: Buffer Area (Chapter 27, Statutes of 2008)**

AB 2906 repeals a provision of the California Vehicle Code which requires specified high-occupancy vehicle (HOV) lanes to be separated from adjacent mixed flow lanes by a buffer area of at least four feet in width.

OCTA Position - *Sponsor*

Impact on OCTA: *The removal of this requirement allows Caltrans District 12 to expand the continuous access pilot program to the Costa Mesa Freeway (State Route 55) corridor.*

**SB 593 (Margett, R-Glendora) Department of Transportation: Retention Proceeds (Chapter 341, Statutes of 2008)**

SB 593 prohibits Caltrans, until January 1, 2014, from withholding a portion of the contract price when awarding progress payments to a contractor for work performed on a transportation project.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1228 (Maldonado, R-Santa Maria) Vehicles: Maximum Combination Length (Chapter 394, Statutes of 2008)**

SB 1228 extends exemptions provided for certain vehicles from complying with an existing prohibition against any combination of vehicles coupled together from exceeding 65 feet in length to January 1, 2010. Exceptions include a motortruck and two trailers used for agricultural purposes in the County of San Luis Obispo or Santa Barbara, and a tow truck in combination with a disabled vehicle. SB 1228 also extends the deadline a Caltrans report is due on the safety results of the restrictions and exceptions for maximum allowable vehicle length to January 1, 2010.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

## Infrastructure Bonds

### **AB 268 (Assembly Budget Committee) Transportation (Chapter 756, Statutes of 2008)**

AB 268 is the annual transportation budget trailer bill. Provisions in AB 268 include shifting \$1.4 billion in Public Transportation Account (PTA) revenue to provide General Fund relief including \$939 million in “spillover” revenue to the Mass Transportation Fund (MTF) to reimburse general obligation bond debt service for transportation-related bonds. Enacts the 2008-2009 allocation formula for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) consistent with the 2007-2008 formula allocation. Sets forth implementing language for the State-Local Partnership Program (SLPP) by establishing criteria for eligibility and allocation of funds. Extends the sunset provision for short-term cash-flow loans between transportation funds until 2011. Requires funds granted from the State Transit Assistance Program (STA) to be continuously appropriated to transit operators.

OCTA Position - *None*

*Impact on OCTA: AB 268 continues to shift “spillover” transportation revenue to provide General Fund relief. The 2007-2008 budget permanently diverted fifty percent of “spillover” to the Mass Transportation Fund to provide General Fund relief. The other fifty percent would be transferred into the Public Transportation Account (PTA). However, the Legislature and Governor diverted all “spillover” revenue from the PTA. If no diversion took place, an estimated \$462 million would have been allocated to the STA program, of which OCTA would have received an estimated \$27.1 million. Under AB 268 for Proposition 1B (2006), OCTA will receive approximately \$19.8 million in PTMISEA funds for the current fiscal year and \$84 million in SLPP over the next five fiscal years.*

### **AB 3034 (Galgiani, D-Tracy) Safe, Reliable High-Speed Passenger Train Bond Act (Chapter 267, Statutes of 2008)**

AB 3034 enacts new provisions to the Safe, Reliable High-Speed Passenger Train Bond Act. New provisions require adding Anaheim to the initial San Francisco-Los Angeles operating segment, requires the California High-Speed Rail Authority to submit a revised business plan to the Legislature by September 1, 2008, require that the high-speed rail system be consistent with the environmental impact reports of November 2005 and July 2008, require excess revenues from operations to be used to expand, improve or rehabilitate the current system, and establish an eight member peer review group to evaluate all plans, analysis, and estimates.

OCTA Position - *Support*

*Impact on OCTA: By including Anaheim in the initial segment of the high-speed rail system, OCTA is now in a position to compete for priority funding for the Anaheim-Los Angeles segment. Furthermore, additional revisions and safeguards such as the peer review group will increase accountability with respects to use of funds and ensure bond dollars are being maximized.*

## Planning

### **AB 1358 (Leno, D-San Francisco) Planning: Circulation Element: Transportation (Chapter 657, Statutes of 2008)**

AB 1358 requires local governments, beginning January 1, 2011, to include in any revision of the circulation element of the general plan, a plan for a balanced, multimodal transportation network that meets the need for all safe and convenient travel, including that for bicyclists, children, persons with disabilities, and other identified parties, suitable for the rural, suburban, or urban context of the general plan. Directs the Governor's Office of Planning and Research to include in its revision of guidelines for the mandatory elements of a general plan, guidance for how local governments are to accommodate the various types of travel specified.

OCTA Position - *Monitor*

Impact on OCTA: *The intent of the bill is to provide a mechanism whereby local governments are encouraged to adopt a "complete streets" approach to planning, thereby encouraging people to use alternative forms of transportation.*

### **SB 375 (Steinberg, D-Sacramento) Transportation Planning: Travel Models: Reviews (Chapter 728, Statutes of 2008)**

SB 375 requires regional transportation plans to include a sustainable communities strategy (SCS) designed to achieve regional greenhouse gas (GHG) emission reduction targets pursuant to AB 32. If the SCS is unable to achieve the regional target, an unconstrained alternative planning scenario is to be created demonstrating how the targets can be reached. Allows county transportation commissions in the Southern California Association of Governments (SCAG) region, in conjunction with regional council of governments, to create a sub-regional SCS to be integrated into the regional SCS. Transportation projects programmed prior to 2011 that are included in the 2007 or 2009 Federal Transportation Improvement Program, funded pursuant in to Proposition 1B, or specifically listed in a local sales tax measure for transportation projects approved prior to December 31, 2008, are excluded. In addition, nothing is to require a transportation authority with a locally approved sales tax measure adopted prior to December 31, 2010, from changing the funding allocations for categories of transportation projects approved by voters. CEQA streamlining provisions provided for specific development projects. Provisions related to the Regional Housing Needs Assessment are also included.

OCTA Position – *Oppose Unless Amended*

Impact on OCTA: *Starting with the process for developing the 2012 regional transportation plan (RTP) through a framework and guidelines developed by SCAG, OCTA will work with the Orange County Council of Governments to create a sub-regional SCS to be included within the regional SCS developed by SCAG which will be integrated in the 2012 RTP. Projects listed in the adopted SCS are to meet regional GHG targets created through an advisory group appointed by CARB which will begin meeting in January 2009. OCTA is an eligible entity for inclusion in this advisory group. This bill contains possible funding and CEQA implications for all transportation projects currently planned by OCTA.*



## **Public Works**

### **AB 387 (Duvall, R-Brea) Design-Build: Transit Contracts (Chapter 185, Statutes of 2008)**

AB 387 extends existing design-build authority for transit projects to technology or surveillance procurements designed to enhance safety, disaster preparedness, and homeland security efforts by eliminating the minimum cost threshold.

OCTA Position - *Sponsor*

Impact on OCTA: *Allows OCTA, in cooperation with local cities, to improve transit security through the installation of video surveillance systems (VSS) at our 11 area Metrolink commuter rail stations.*

### **AB 642 (Wolk, D-Davis) Design-Build: Counties, Cities, and Special Districts (Chapter 314, Statutes of 2008)**

AB 642 authorizes any city, to enter into design-build contracts for the construction of buildings with a minimum cost of \$1 million. Authorizes cities, counties, and special districts to employ design-build contracting for the construction of no more than 20 regional or local wastewater, solid waste, and water recycling facilities.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

### **AB 1252 (Caballero, D-Salinas) Housing and Emergency Shelter Trust Fund (Chapter 39, Statutes of 2008)**

AB 1252 declares it necessary to expedite funding provided under Proposition 1B and Proposition 1C (2006) for infrastructure improvements and infill incentives. Therefore, the bill makes allocations for Proposition 1C of \$850 million in the Regional Planning, Housing, and Infill Incentive Account, and \$300 million for the Transit-Oriented Development Account. In regards to Proposition 1B, the act allocated \$87 million to counties from the Local Streets and Road Improvement, Congestion Relief, and Traffic Safety Account of 2006, and \$250 million for the Highway-Railroad Crossing Safety Account, \$63 million of which is to be allocated consistent with California Transportation Commission (CTC) guidelines related to high priority grade separation and railroad crossing safety improvement projects.  
*Urgency bill - Effective immediately*

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2604 (Torrico, D-Newark) Developer Fees  
(Chapter 246, Statutes of 2008)**

AB 2604 authorizes a local agency to defer the collection of one or more fees or charges associated with a residential development for the construction of public improvements or facilities up to the close of escrow.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 3005 (Jones, D-Sacramento) Community Development: Mitigation Fees  
(Chapter 692, Statutes of 2008)**

AB 3005 requires a local agency which imposes an impact fee on housing development projects to mitigate traffic impacts, to set the impact fee for specific developments located near transit stations at a rate which reflects the estimated reduced rate of automobile trip generation associated with the development. Requires a local agency to not modify the impact fee if the development fails to reduce automobile trip generation.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 3024 (Duvall, R-Brea) Payment Bonds: Public Works  
(Chapter 79, Statutes of 2008)**

AB 3024 requires contractors awarded a public works contract by a state entity in excess of \$25,000 to file a payment bond.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 286 (Lowenthal, D-Long Beach) Transportation Enhancement Funds: Conservation Corps (Chapter 373, Statutes of 2008)**

SB 286 requires, with respect to federal funds received through the comprehensive surface transportation program for transportation enhancement (TE) projects, Caltrans, transportation planning agencies, county transportation commissions or authorities, and congestion management agencies to develop criteria to give priority to projects where the sponsors commit to using community conservation corps or the California Conservation Corp in the construction or undertaking of a project. Authorizes the same entities to enter into contracts with the community conservation corps pursuant to simplified contract requirements. Requires the CTC to encourage funding for such projects under the TE program in the guidelines for the State Transportation Improvement Program (STIP) and the State Highway Operations and Protection Program (SHOPP).

OCTA Position - *Monitor*

Impact on OCTA: *As an eligible, and past recipient of TE funding, OCTA will be encouraged to utilize conservation corps participation in projects to receive funding priority, as determined through the process proscribed under this bill. OCTA will also be required with Caltrans and other transportation entities to develop criteria to give priority to such projects.*

**SB 1352 (Wyland, R-Carlsbad) Prevailing Wage Rates: Wage and Penalty Assessments (Chapter 402, Statutes of 2008)**

SB 1352 relates to requested hearings regarding the issue of civil wage and penalty assessments on contractors or subcontractors for prevailing wage violations under public works contracts. This bill provides that hearing officers may hold the hearings and would not require hearings to be held by an administrative law judge. SB 1352 also allows a contractor, subcontractor, or surety to deposit the assessment to be held in escrow pending review, and provides if the assessment is deposited, there would be no liquidated damages.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1613 (Margett, R-Glendora) Department of Transportation: Contracts (Chapter 357, Statutes of 2008)**

SB 1613 amends existing law which exempts contracts of a certain value awarded by the Caltrans for major damage mitigation, equipment leasing or renting, and removal or relocation of structures or improvements on highway rights-of-way from the State Contract Act. Provides that exempt contracts up to and including \$25,000 for the leasing or renting of operated heavy highway equipment for state highway maintenance purposes are also not subject to those alternative bidding procedures.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

## **Railroads**

### **AB 660 (Galgiani, D- Tracy) Railroad-Highway Grade Separations (Chapter 315, Statutes of 2008)**

AB 660 revises the highway-railroad grade separation Section 190 program of Caltrans to delete funding eligibility for a grade separation at a proposed new grade crossing, or for situations where a grade separation is not required due to the elimination of the grade crossing by the relocation of highway or railroad tracks. Projects to alter or reconstruct an existing grade separation, and projects for the construction of new grade separations to eliminate existing grade crossings continue to be eligible for funding. Provides a maximum allocation of 80 percent of project costs for all projects funded. Limits the maximum total allocation for a single project to \$5 million in most cases, except the CTC can give one high-priority project \$15 million. Redefines “grade separation” and “project” for purposes of this program. Sets a railroad's contribution. Modifies the calculation of the amount of funds deducted from the apportionments of fuel tax revenues.

OCTA Position - *Neutral*

Impact on OCTA: *The intent of this bill was to streamline the Section 190 program to delete unnecessary provisions discussed in previous audits of the program and to make it easier for projects further down on the list to receive funding. The Section 190 program priority list for fiscal year 2008-2009 includes 12 projects in Orange County.*

### **SB 53 (Ducheny, D-San Diego) Department of Railroads (Chapter 612, Statutes of 2008)**

SB 53 requires the State Research Bureau in consultation with the Business, Transportation and Housing Agency, Caltrans, the CTC, the Public Utilities Commission, the High-Speed Rail Authority, and the Office of the Legislative Analyst, to analyze and report to the Legislature its recommendations and the estimated costs for improving the state's rail functions.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

## **State Budget**

### **AB 88 (Laird D-Santa Cruz) Budget Act of 2008 (Chapter 269, Statutes of 2008)**

AB 88 enacts the annual Budget Act as required by the California Constitution. Makes specific modifications to spending levels appropriated in AB 1781. Specifically reduces STA Funding to \$406.4 million.

OCTA Position - *Monitor*

Impact on OCTA: *AB 88 reduces STA funding by \$153 million to \$406.4 million which translates into a \$8.9 million reduction in STA funding for OCTA. The Governor also used his line item veto authority to cut an additional \$100 million. Overall under the Budget Conference Committee budget, OCTA would have received an estimated \$23.8 million. However, based on the final budget, OCTA is now estimated to receive an estimated \$16.8 million.*

### **AB 1781 (Laird, D-Santa Cruz) Budget Act of 2008 (Chapter 268, Statutes of 2008)**

AB 1781 enacts the annual Budget Act as required by the California Constitution. Makes appropriations to transportation programs including STA, STIP, and Proposition 1B programs. Changes in various transportation funding levels for AB 1781 are reflected in AB 88, the supplemental budget trailer bill.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

### **ABX3 3 (Assembly Committee on Budget) Reductions to the Budget Act of 2007 (Chapter 1, Statutes of 2008)**

ABX3 3 authorizes a number of budget reduction measures totaling \$771.6 million as part of the budget reduction package to address the Governor's fiscal emergency declaration in January 2008. Specifically redirects \$409 million from the PTA to provide General Fund relief.

OCTA Position – *Monitor*

Impact on OCTA: *The \$409 diversion was due to a judgment resulting from a lawsuit brought forth by the California Transit Association against the Governor and State Controller challenging the \$1.1 billion diversion of transportation dollars to cover General Fund expenditures. The Sacramento Superior Court found that all but the \$409 million could be legally diverted to provide General Fund relief. The \$409 million was originally intended to reimburse the General Fund for past transportation debt service, of which the court declared was not an "immediate" transportation expenditure. As a result the Legislature used ABX3 3 as the vehicle to divert the \$409 million to cover additional home-to-school transportation.*

**SCA 12 (Perata, D-Oakland) California State Lottery  
(Chapter 143, Statutes of 2008)**

SCA 12 places a proposition related to the California State Lottery on the next statewide ballot. The constitutional amendment would allow the Legislature to securitize future lottery revenues in order to provide funds to support current state services. Requires that a third-party entity designated by the Legislature carry out securitization and issuance of bond debt.

OCTA Position - *None*

Impact on OCTA: *For informational purposes.*

**SCA 13 (Ashburn, R-Bakersfield) State Finance  
(Chapter 144, Statutes of 2008)**

SCA 13 requires a measure be placed on a future ballot increasing the target size of the Budget Stabilization Fund (BSF) from five percent of General Fund revenues to 12.5 percent of General Fund revenues. It would also restrict the ability of the Governor to suspend the required transfer from the General Fund to the BSF to only years in which appropriate resources are not available, as defined. It also requires that unanticipated revenues be transferred to the BSF. Lastly, it allows the BSF to be loaned to the General Fund to address a General Fund cashflow deficit.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SCA 30 (Ashburn, R-Bakersfield) State Finance  
(Chapter 167, Statutes of 2008)**

SCA 30 modifies the budget reform measures enacted in SCA 13 by restricting the ability to transfer money out of the BSF, specifying that funds can only be transferred out of the BSF when existing General Fund revenues are not sufficient to support spending levels of the prior year, adjusted for population and inflation. Allows BSF funds to be used to respond to an emergency declared by the Governor and transferred by statute.

OCTA Position - *None*

Impact on OCTA: *For informational purposes.*

**SBX3 1 (Senate Budget and Fiscal Review Committee) Reduction in the Budget Act 2007: Support of Counties (Chapter 7, Statutes of 2008)**

SBX3 1 exempts counties with a population of less than 40,000 from temporary suspensions of both revenues from the Highway Users Tax Account and state general funds to counties enacted to assist the state in addressing the fiscal emergency declared by the Governor in January 2008.

*Urgency bill - Effective immediately*

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

## **Transit Operations**

**SB 1561 (Steinberg, D-Sacramento) Transit Districts: Prohibition Orders (Chapter 528, Statutes of 2008)**

SB 1561 authorizes the Sacramento Regional Transit District and the Fresno Area Express to issue a prohibition order to any person cited for committing one or more of certain prohibited acts with respect to the property, facilities, or vehicles of the district and under various other circumstances. This bill also requires a transit district to establish an advisory committee and to ensure that personnel charged with issuance and enforcement of prohibition orders receive training.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes. However, it is a possible policy alternative to consider if persistent criminal incidents occur on transit routes.*

## **Toll Lanes**

**AB 1954 (Jeffries, R-Lake Elsinore) High-Occupancy Toll (HOT) Lanes (Chapter 421, Statutes of 2008)**

AB 1954 authorizes the Riverside County Transportation Commission (RCTC) to develop and administer a program involving HOT lanes on Interstate 15 in Riverside County. Requires RCTC and Caltrans to implement the program pursuant to a cooperative agreement. Authorizes RCTC to impose tolls and issue revenue bonds for the project and authorizes the uses of the toll revenues.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2039 (Arambula, D-Fresno) Department of Motor Vehicles: Records (Chapter 91, Statutes of 2008)**

AB 2039 specifies that a home address within an individual's Department of Motor Vehicle record that is deemed to be confidential due to the individual's type of employment, is to be withheld from public inspection for three years after the individual leaves their employment, unless the termination is a result of conviction of a criminal offense. If the termination or separation is a result of a criminal complaint, the record is to remain confidential during the time which the terminated individual can file an appeal from termination, up until the appeal process is complete, after which the confidentiality of the record is at the discretion of the employing agency if the termination is upheld.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1316 (Correa, D-Santa Ana) Transportation Facilities: Tolls: Orange and Riverside (Chapter 714, Statutes of 2008)**

SB 1316 provides a framework for the extension of the 91 Express Lanes into Riverside County, and extends the period with which OCTA can issue bonds and collect tolls to 2065, thereby matching the anticipated length of tolls in the Riverside County segment. Authorizes a broader use of toll revenues by allowing them to be used to provide improvements for the Riverside Freeway (State Route 91) corridor, including transportation alternatives and operational and capacity improvements.

OCTA Position - *Support*

Impact on OCTA: *OCTA's bonding and tolling authority for the 91 Express Lanes originally expired in 2030. By extending the expiration date to 2065, not only does this provide consistency with the anticipated length of tolling for the Riverside County segment and thereby prevent the formation of a bottleneck at the county line, but the extension will allow OCTA to fund a greater array of improvements along the State Route 91 corridor. By broadening the scope of authorized projects, SB 1316 will allow OCTA to implement additional projects within the corridor that will further ease congestion. OCTA will be required to coordinate with RCTC on the tolling policies and segment operations implemented in each agency's respective jurisdiction.*



**SB 1422 (Ridley-Thomas, D-Los Angeles) High-Occupancy Toll Lanes  
(Chapter 547, Statutes of 2008)**

SB 1422 authorizes the Los Angeles Metropolitan Transportation Authority (Metro) to develop and administer a demonstration program involving HOT lanes on State Highway Route 110 and Interstate 10 in Los Angeles County. Requires Metro to enter into an agreement with Caltrans and authorizes Metro to establish, collect, and administer tolls and to use the revenues for administration costs, maintenance, and operation of lanes. Excess revenue may be used for preconstruction and construction HOV improvements and the improvement of transit services in the corridor.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1486 (Ducheny, D-San Diego) Otay Mesa East Toll Facility Authority Act  
(Chapter 720, Statutes of 2008)**

SB 1486 authorizes the San Diego Association of Governments (SANDAG) to solicit and accept grants of funds and to enter into contracts and agreements for the purpose of establishing highway toll projects to facilitate the movement of goods and people along California State Route 11 in San Diego County or at the Otay Mesa East Port of Entry. Authorizes SANDAG to issue bonds, impose tolls, and accept development impact fees.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**Transportation Modes**

**AB 2693 (Karnette, D-Long Beach) Taxicabs  
(Chapter 26, Statutes of 2008)**

AB 2693 authorizes designated local transportation officers to present an affidavit to a magistrate for the immediate seizure and removal of a passenger vehicle for hire operated in violation of local licensing requirements. Defines "local transportation officer" as any local public officer employed by a local authority to investigate and enforce local taxicab and vehicle for hire laws and regulations.

OCTA Position - *Monitor*

Impact on OCTA: *AB 2693 provides additional enforcement tools to OCTA and the Orange County Taxi Administration Program (OCTAP) to enforce regulations on taxi cab operators. Specifically, this new statute allows for OCTAP's Code Administrators and the OCTAP Manager to file the proper court documentation for the immediate impoundment of a taxi cab found to be in violation of OCTAP regulations. Currently, OCTAP is only authorized to impose a fine on a taxi violation and only local law enforcement possess the authority to impound the vehicle.*

**SB 1519 (Yee, D-San Francisco) Local Governments: Taxicabs  
(Chapter 721, Statutes of 2008)**

SB 1519 requires every taxicab transportation service to include the number of its certificate, license, or permit in every advertisement of the services it offers. Authorizes a fine up to \$5,000 for operating without a license or failure to comply with advertising requirements. Provides for termination of telephone service by a telephone or telegraph corporation to a taxicab transportation service without a valid certificate, license, or permit.

OCTA Position - *Monitor*

Impact on OCTA: *The provisions in SB 1519 will provide OCTA with greater enforcement tools to reduce the number of bandit taxi cab operators in Orange County. Specifically, SB 1519 will allow the OCTAP to impose a fine up to \$5,000 on top of hearing expenses to illegally operating taxi cabs. Also this new statute will authorize OCTAP to terminate the phone service of a taxi operator upon concluding the operator failed to secure a valid certificate, license, or permit.*

**Other Legislation**

**AB 981 (Leno, D-San Francisco) Treasure Island Transportation Management Act  
(Chapter 317, Statutes of 2008)**

AB 981 authorizes the Board of Supervisors for the City and County of San Francisco to designate a board or agency to act as the transportation management agency for Treasure Island, including Yerba Buena Island. The board or agency is to recommend an initial policy for congestion pricing fees and parking fees and penalties for adoption. Specifies specific powers related to the board or agency.

OCTA Position - *Monitor*

Impact on OCTA: *The stated goal of the Treasure Island planning program is to provide a model for achieving a reduction in vehicle miles traveled and greenhouse gas emissions through sustainable planning strategies.*

**AB 2272 (Fuentes, D-Sylmar) Vehicles: Motorcycles  
(Chapter 672, Statutes of 2008)**

AB 2272 deletes the weight limitation from the definition of motorcycle in the California Vehicle Code and permits fully enclosed, three-wheeled motor vehicles to access HOV lanes.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2321 (Feuer, D-Los Angeles) Transportation Funding: County of Los Angeles (Chapter 302, Statutes of 2008)**

AB 2321 authorizes the Los Angeles County Metropolitan Transportation Authority (Metro) to impose a one-half cent sales tax for the funding of specified transportation-related capital projects and programs. Requires the tax ordinance to specify that the tax is to be imposed for a period not to exceed 30 years. Requires the Metro to include specified projects and programs in its Long Range Transportation Plan. Authorizes the Metro to incur bonded indebtedness. Requires legislative notification.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2339 (Solorio, D-Santa Ana) Advertising Displays (Chapter 493, Statutes of 2008)**

AB 2339 exempts from the Outdoor Advertising Act certain advertising displays in existence before January 1, 2009, at an arena located on public land with a capacity of 5,000 seats or more that provides a permanent venue for professional sports, and that advertises products, goods, or services sold that are or will be sold on the premise of the arena on a regular basis pursuant to an agreement of at least one year duration between the vendor or business and the property owner, facility owner, or facility operator.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2402 (La Malfa, R-Richvale) Vehicles: Removal From Roadside Rest Area Or Viewpoint (Chapter 460, Statutes of 2008)**

AB 2402 amends existing law which allows a peace officer or an employee, who is involved in directing traffic or enforcing parking laws and regulations of a city, county, or jurisdiction of a state agency to remove a vehicle, including when a vehicle is stopped, parked, or left standing for more than eight hours within a roadside rest area or viewpoint. This bill increases the number to 10 hours before a commercial motor vehicle may be removed.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**AB 2855 (Hancock, D-Berekley) Career Technical Education: Green Technology  
(Chapter 685, Statutes of 2008)**

AB 2855 authorizes the establishment of two new categories of California Partnership Academies (CPA) in the fields of green technology and goods movement within high schools for at-risk pupils. Starting in the 2010-2011 school year, the Superintendent of Public Instruction is to prioritize grants for CPAs to programs associated with green technology and goods movement.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes only.*

**ACR 114 (Fuller, R-Bakersfield) Home-to-School Transportation  
(Chapter 155, Statutes of 2008)**

AJR 114 requests the Superintendent of Public Instruction to convene a committee to investigate cost savings and practices for school districts operating home-to-school transportation programs.

OCTA Position - *Monitor*

Impact on OCTA: *No direct or immediate effect. However, the 2007-2008 State Budget statutorily established the MTF and diverts one-half of all "spillover" revenue to provide funding for home-to-school transportation through the MTF. Any analysis which leads to the implementation of cost-saving measures could potentially reduce the amount of dollars diverted from the PTA.*

**SB 791 (Corbett, D-San Leandro) State Highway Route 84  
(Chapter 705, Statutes of 2008)**

SB 791 authorizes the use of revenues derived from the sales of excess state properties associated with the State Highway Route 84 project, to be used for projects within the County's Local Alternative Transportation Improvement Program (LATIP) as well as for projects that are both in the LATIP and local voter-approved transportation sales tax measure. Requires identified projects to be subject to approval by the CTC.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1185 (Lowenthal, D-Long Beach) Land Use Subdivision Maps  
(Chapter 124, Statutes of 2008)**

SB 1185, under the Subdivision Map Act, extends the expiration date by 12 months for any vesting tentative map or tentative map that has not expired by the date of adding these provisions, and that will expire by January 1, 2011. Authorizes a subdivider to extend the period that an approved or conditionally approved tentative map will expire, a period of which is not to exceed a total of six years. *Urgency bill - Effective immediately*

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1263 (Ashburn, R-Bakersfield) Intercity Rail Services: Feeder Buses  
(Chapter 173, Statutes of 2008)**

SB 1263 would create an additional exception within the Caltrans contract with Amtrak for feeder bus services operating in conjunction with intercity trains. This exception would authorize Amtrak to provide bus service to passengers who to travel solely by bus between the community of Lebec in Kern County and the City of Santa Clarita as long as no private intercity bus company provides service on that route.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1509 (Lowenthal, D-Long Beach) Highway Workers: Assault and Battery  
(Chapter 410, Statutes of 2008)**

SB 1509 provides that when an assault or battery is committed against a highway worker of Caltrans or a department contractor engaged in the performance of his or her duties and the person committing the offense knows or understands the victim is a highway worker engaged in his or her duties, the offenses shall be punishable by a specified fine not to exceed \$2,000, imprisonment, or both.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1608 (Corbett, D-San Leandro) Disabled Persons: Equal Access Rights: Civil  
Actions  
(Chapter 549, Statutes of 2008)**

SB 1608 requires certain notice to a building owner or tenant with each demand for money or complaint for a construction-related accessibility violation. This bill enacts the Construction-Related Accessibility Standards Compliance Act and relates to continuing education requirements, including disability access requirements for places of public accommodation, for building inspectors, examiners, and officials.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1685 (Kehoe, D-San Diego) Regional Comprehensive Plan: San Diego County (Chapter 83, Statutes of 2008)**

SB 1685 authorizes the San Diego Association of Governments (SANDAG) to increase the local sales tax measure in San Diego County to the maximum one percent authorized under current law, subject to voter approval. Expands the allowable uses of revenues from the sales tax measure to include implementation of protection and preservation programs consistent with local conservation plans, water quality improvement programs, beach sand replenishment projects, operation and maintenance of public transit projects, and grant funding for purchases of environmental mitigation or habitat preservation property. Allows for the transfer of environmental mitigation or conservation property from SANDAG to public or non-profit agencies.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*

**SB 1720 (Lowenthal, D-Long Beach) Clean Air Sticker: Misuse: Penalties (Chapter 417, Statutes of 2008)**

SB 1720 specifies that it is an infraction for a person to do the following with a clean air sticker issued to lower emission vehicles for use in HOV lanes: forge a sticker, pass off a forged sticker as genuine, acquire, sell or possess a genuine sticker for a vehicle other than which it was first issued, or acquire, sell or possess a counterfeit sticker. The infraction is to be punished by a fine of specified levels for each offense.

OCTA Position - *Monitor*

Impact on OCTA: *For informational purposes.*





BOARD COMMITTEE TRANSMITTAL

**November 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Cooperative Agreement with the City of Anaheim for the Anaheim Regional Transportation Intermodal Center and Project Description

Executive Committee meeting of November 3, 2008

**Present:** Chairman Norby, Vice Chairman Buffa, Directors Bates, Campbell, Cavecche, Nguyen, Pringle, and Rosen  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Approve the project description for the Anaheim Regional Transportation Intermodal Center.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-1118 between the Orange County Transportation Authority and the City of Anaheim to define the roles and responsibilities for Phase 1 of the Anaheim Regional Transportation Intermodal Center.







**November 3, 2008**

**To:** Executive Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreement with the City of Anaheim for the Anaheim Regional Transportation Intermodal Center and Project Description

### **Overview**

The Orange County Transportation Authority and the City of Anaheim are working collaboratively to further the development of the Anaheim Regional Transportation Intermodal Center. The Anaheim Regional Transportation Intermodal Center has been proposed to be implemented in a phased approach. This report provides a description of the three phases and outlines the roles and responsibilities for implementation.

### **Recommendations**

- A. Approve the project description for the Anaheim Regional Transportation Intermodal Center.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-1118 between the Orange County Transportation Authority and the City of Anaheim to define the roles and responsibilities for Phase 1 of the Anaheim Regional Transportation Intermodal Center.

### **Background**

In 2005, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved \$60 million of Measure M transit funds for Gateway to Regional Rail, which included relocation of the existing Anaheim Metrolink Station to accommodate the Metrolink Service Expansion Program. That same year, the Board authorized the purchase of 13.5 acres, utilizing a portion of this funding, to relocate the existing Anaheim Metrolink Station and directed staff to work with the City of Anaheim (City) to pursue the development of the Anaheim Regional Transportation Intermodal Center (ARTIC). Then in May 2007, the Board approved the project concept report for ARTIC. Subsequent to that, the

City and OCTA held an interest conference to share the vision of ARTIC with potential developers. Since that time staff has continued working collaboratively with the City to further develop ARTIC.

The next steps in this development process are the environmental clearance and the advanced conceptual design. In order to move forward with the next steps, it is important to assign roles and responsibilities for the continued development of the project and define the implementation strategy.

### ***Discussion***

Staff, working with the City, has developed a refined three-phase approach for the development of ARTIC. The three phases are briefly described below and more fully described in Attachment A.

#### **Phase 1 – Initial Transit Facility**

This phase will include relocating the existing Anaheim Metrolink station and supporting transit facilities to the ARTIC site. This relocation will facilitate the planned Metrolink Service Expansion Program and provide improved connections to other services such as fixed route buses and bus rapid transit. This phase will also include transit-oriented retail, mixed-use commercial development, and civic space, which are all anticipated to be included in the developer-funded efforts. The horizon for this phase is 2015.

#### **Phase 2 – 2020 Build Out**

Phase 2 will include additional improvements that build on the facilities provided through Phase 1. Specifically, this phase will include increased transportation services and infrastructure, including expansion of the transit station, commercial development, and civic space. The City will work with the developer to implement this phase. Phase 2 is anticipated to commence in 2016 and conclude in 2020.

#### **Phase 3 – Ultimate Build Out**

This is the final phase of ARTIC and will build on improvements provided through the previous two phases, including additional expansion of the transit station, commercial development, and civic space. Phase 3 is intended to provide the infrastructure necessary to accommodate the California-Nevada Super Speed Train, California High-Speed Rail (Los Angeles to Orange County),

and further expansion of existing services. Infrastructure improvements required for these new rail projects on the horizon will be the responsibility of the respective implementing agencies; the schedule is dependent on the agencies' schedules.

This three-phase approach will provide the basis for logical development and implementation of the project elements and serve as a baseline for the future developer to understand the project and implementation strategy.

In order to successfully proceed with this phased approach for ARTIC, the roles and responsibilities for each agency must be defined. These roles and responsibilities are fully described in the draft cooperative agreement (Attachment B). This cooperative agreement was developed in concert with the City and will remain in force until December 31, 2013. A summary of each agency's respective roles is as follows:

#### **OCTA Roles and Responsibilities**

As specified in the cooperative agreement, OCTA will be responsible for the following specific areas:

- Act as the lead agency for all rail-related planning, zoning, and permitting.
- Fund and obtain full environmental clearance for the transit station. This will include the necessary advance conceptual engineering to obtain the environmental clearances as well as high-level environmental review of all ARTIC elements.
- Provide funding opportunities through eligible sources for the transit center.
- Make available for lease the OCTA-owned property (13.5 acres) to the developer, consistent with the purchase agreement between OCTA and the County of Orange.
- Retain oversight for all transit center activities subsequent to the environmental clearance, including plan review and approval, and review and comment opportunities for all other documents and plans.

#### **City Roles and Responsibilities**

The City will be responsible for the following areas:

- Conduct all procurement-related activities for ARTIC, including all development requests for proposals and securing the developer.
- Enter into an agreement with a developer to fund and implement all non-transit-related improvements and operate/maintain the transit center upon completion.

- Serve as lead agency for the all post transit center environmental activities, including project level environmental clearance, planning, zoning, and permitting for all non-transit-related activities
- Make available for lease the City-owned property (2.2 acres) to the developer.

#### **Next Steps**

The next steps include developing advance conceptual engineering and environmental clearance. The advance conceptual engineering is necessary to provide the basis of the project to be evaluated in the environmental document. The anticipated action for the environmental clearance is a program/project document, which means that the ARTIC project in its entirety will be evaluated at the program level and the transit center will be evaluated and cleared at the project level. This strategy will ensure that both the broader program level and more specific project level impacts and mitigations are addressed in compliance with both the federal National Environmental Policy Act and state California Environmental Quality Act processes. Staff is currently in the process of writing the scopes of work for both the advance conceptual engineering and environmental clearance. The scope of work and authorization for release of a request for proposal will be presented to the Board for approval prior to release.

#### **Summary**

OCTA and City staff have been working collaboratively to further the development of ARTIC. This collaborative effort has resulted in a refined project description and a cooperative agreement to assign roles and responsibilities to continue the development of ARTIC. These are both presented for review and approval.

***Attachments***

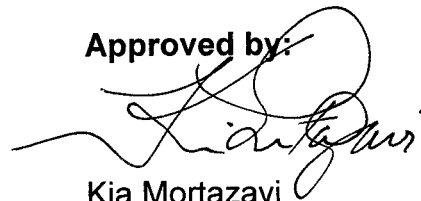
- A. Anaheim Regional Transportation Intermodal Center (ARTIC) – Project Description
- B. Draft Cooperative Agreement No. C-8-1118 Between Orange County Transportation Authority and City of Anaheim for Anaheim Regional Transportation Intermodal Center

**Prepared by:**



Jennifer Bergener  
Program Manager, Local Initiatives  
(714) 560-5462

**Approved by:**



Kia Mortazavi  
Executive Director, Development  
(714) 560-5471



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

**PROJECT  
DESCRIPTION**

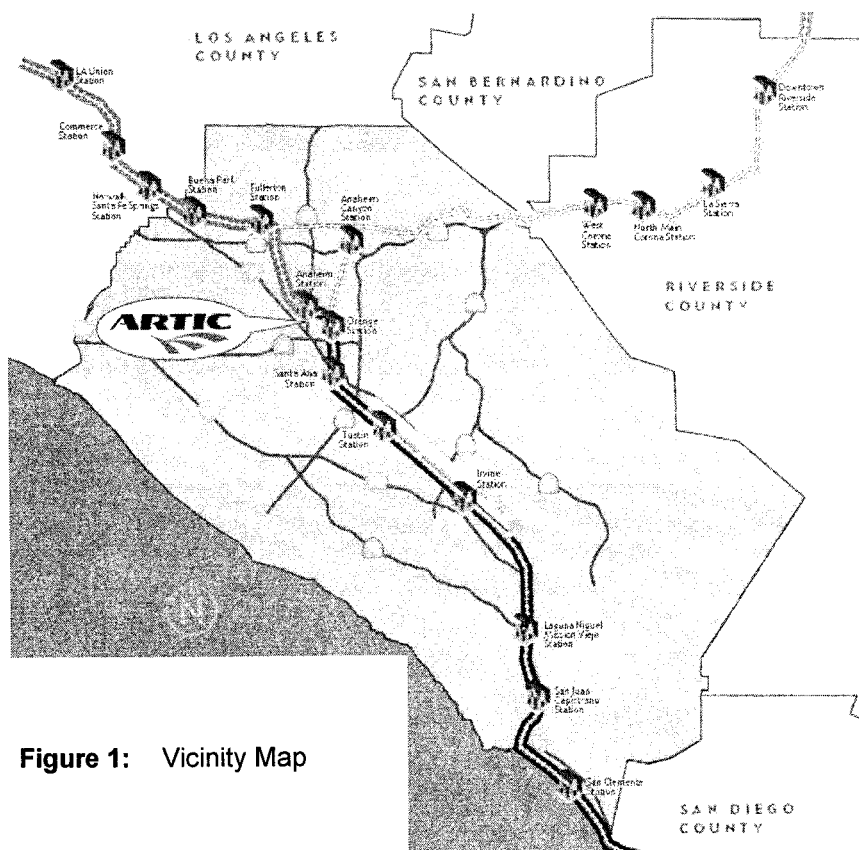
October 23, 2008





## INTRODUCTION

The Anaheim Regional Transportation Intermodal Center (ARTIC) is envisioned to be a regional transportation gateway for Orange County. The Orange County Transportation Authority (OCTA) and the City of Anaheim (City) are working collaboratively on the continued development of ARTIC. ARTIC will be integrated into a joint mixed-use development in the City. The proposed site is bounded by Katella Avenue, the Orange Freeway State Route 57 (SR-57), the Santa Ana River, the Los Angeles to San Diego (LOSSAN) rail corridor, and Douglass Road (see Figure 1).



**Figure 1:** Vicinity Map

Development of ARTIC is necessary in the near future due to increasing rail passenger demand, lack of ability to expand the existing Metrolink station parking, limited access to the existing Metrolink site, and the need for connections enabling travelers to transfer from one mode of transit service to another at a regional hub. ARTIC's development is an integral element of OCTA's gateway to regional rail program. ARTIC also fits well in the Renewed Measure M Project "T" program that will provide funding to convert Metrolink stations to Regional Gateways that will connect Orange County

with high speed rail systems. As of today, the proposed ARTIC site is the only Orange County Metrolink station site designated as a destination stop by both the California High Speed Rail Authority (CHSRA) and the Anaheim to Ontario segment of the California-Nevada Super Speed Train (CNSST) Commission.

The purpose of this project description is to provide definition of the three-phased implementation strategy and specifically the Initial Transit Facility (Phase 1).

## BACKGROUND

On November 14, 2005, the OCTA Board of Directors (Board) authorized OCTA's Chief Executive Officer to enter into a Memorandum of Understanding (MOU) with the City for the joint development of ARTIC. Subsequently, OCTA purchased a 13.5 acre parcel from the County of Orange for the development of the ARTIC transit facility. The City owns 2.2 acres adjacent to

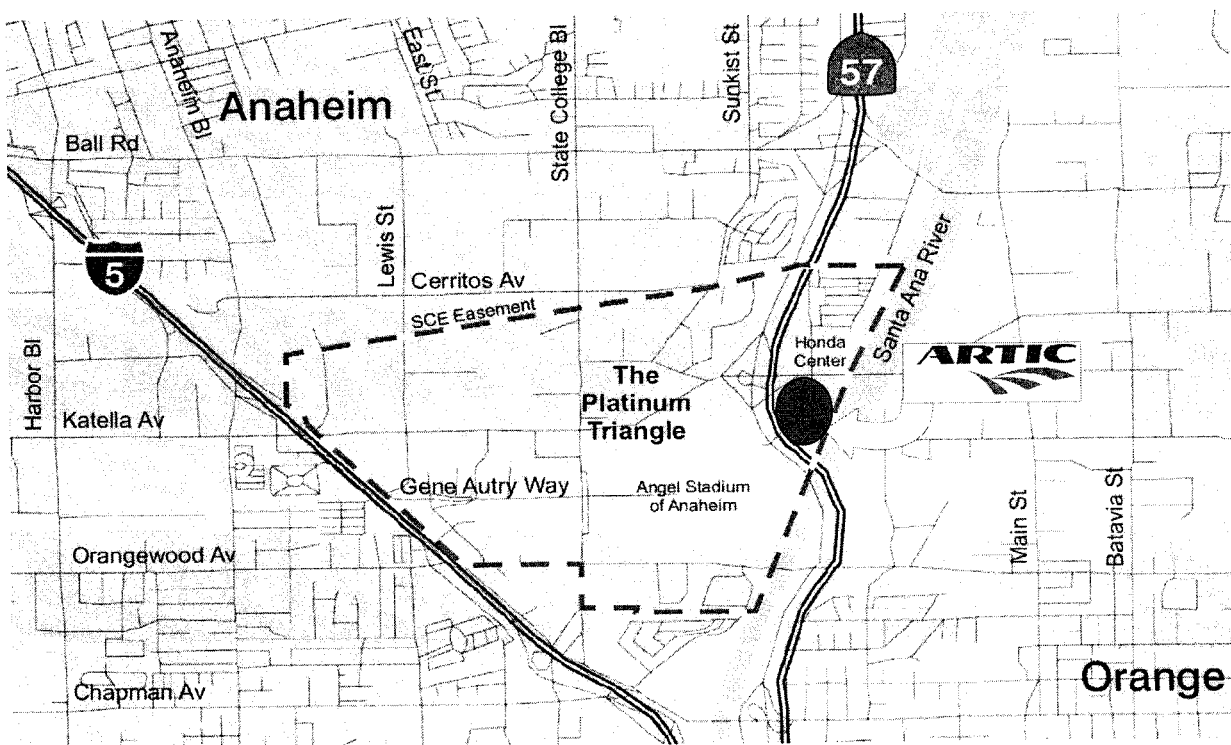
OCTA property, making the total area available for the transit facility and the potential joint development 15.7 acres.

Since authorization of the MOU, OCTA and the City have been working collaboratively to define the ARTIC goals, transportation facility needs, and a development strategy. Recent planning efforts for the ARTIC site include:

- *ARTIC Project Concept Report*, (May 9, 2007, approved by the Board on May 29, 2007) which included a needs assessment that identifies facility requirements and outlines a phased implementation strategy for ARTIC;
- *Design Basis Report for Station Configuration of Anaheim Regional Transportation Intermodal Center* (April 20, 2007), which conceptually identified the operational, engineering and functional constraints, and opportunities of the ARTIC site for transportation purposes; and
- *Anaheim Regional Transportation Intermodal Center Transit and Parking Facility Description Report* (October 22, 2007), which refined the previous planning efforts and was presented on October 29, 2007 at the ARTIC Joint Development Interest Conference.

The City has also been pursuing plans to encourage transit-oriented housing and supporting commercial and retail functions in an 820-acre area known as The Platinum Triangle, which includes the ARTIC site (see Figure 2).

Other City transportation planning efforts include the study of two additional modes as part of the Go Local Program (a four-step process to plan and implement city-initiated transit extensions to OCTA's Metrolink commuter rail line); a fixed guideway system connecting the Resort Area to ARTIC; and rubber-tire/mixed-flow bus shuttles connecting several parts of the City.



**Figure 2:** Platinum Triangle Area

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## ARTIC VISION

### OVERVIEW

ARTIC is envisioned as a gateway to Orange County; a destination for tourists and those that live and work in the region; a point of origin for local and regional commuters; and a place to transfer between modes of transportation. ARTIC will be a destination in itself with integration of mixed-use development including retail and office with multimodal access.

ARTIC is proposed to be built in a phased, 20-year effort, with each phase coinciding with new and/or expansion of transportation services. Development of the ARTIC facility is anticipated as an opportunity for potential joint development and other private sector cost sharing and/or revenue sharing arrangements.

### TRANSPORTATION FACILITY CONCEPT

ARTIC will be developed to accommodate the programmed transportation services at each phase of development and will include the associated transportation elements within the facility. As applicable, the ARTIC concept is intended to continue to be refined with participation of private sector partners and transportation providers at each phase of development. To understand the vision, the sections below summarize the major elements of the ARTIC site at ultimate-build out.

**Terminal Hall:** The Terminal Hall will form the civic space entrance to ARTIC and create an inviting gateway to Orange County, and will include a public space, ticketing, baggage check, baggage claim, waiting areas, security and the portal to the Concourse and connection to the Bus Plaza. The central feature of the Terminal Hall will be an information center and real time message board displaying schedule information for all modes of transportation. A "Grand Hall" space is integrated into the Terminal Hall recalling the great transit halls of Western Europe and early train stations in the United States. The Grand Hall will provide a place for gala events, civic functions, and community gatherings.

**Concourse:** The Concourse area will provide direct access to boarding platforms for all rail transit modes.

**Platforms:** Rail passenger boarding platforms will provide for steel-wheel on steel-rail passenger services (Metrolink/Amtrak/High Speed Train), magnetic levitation, and the City fixed guideway Go Local project.

**Bus Plaza:** A Bus Transfer/Curbside area will provide access and egress by all rubber-tire transportation providers, including taxi boarding positions and drop-off space.

**Common Areas:** The efficiency of ARTIC lies in the ability to share ticketing, waiting, and service/support functions within common areas within the Terminal Hall. Common areas include elements and related support functions such as administration, security, public restrooms, mechanical space, and amenities such as retail, a business center, and meeting rooms. The "Grand Hall" located in the Terminal Hall is a central feature of the common areas.

**Public and Operations Support:** Each transportation provider will have requirements for support of its passenger operations and space accommodation of these programmatic needs will be distributed throughout the terminal facility keeping in mind adjacencies to their respective service and administrative functions.

**Bicycle Station:** Bicycle access has been accommodated in the facility concept through a Bicycle Station that is intended to provide a high level of service to bicycle patrons with potential provisions such as secured bicycle parking, showers and lockers, bicycle rental and repair and accessory retail.

**Parking:** Parking demand at the different phases may be met by a combination of surface parking and/or structured parking facilities, and will be developed as new transportation services are implemented.

Due to the anticipated phased development of the ARTIC site, each phase will have its unique opportunities and constraints, and will accommodate a build-up of transportation services. To this end, each phase will provide a transportation facility and amenities commensurate to the transportation services that are planned in each phase of development.

## **ARTIC DESCRIPTION BY PHASE**

New and expanded transportation services will be incorporated into ARTIC in the phases generally described below:

- **Phase 1:** Initial Transit Facility (2008 – 2015)
- **Phase 2:** 2020 Build-Out (2016 – 2020)
- **Phase 3:** Ultimate Build-Out (2021 – 2030)

Phase 1 is defined as the minimum Transit Center and transit supporting facilities necessary to relocate the existing station to the ARTIC site and to support existing transit services (rail and non-rail), as well as to accommodate future transit services such as the planned Metrolink Service Expansion Program, planned BRT, and other fixed route services. Phase 1 will also include transit-oriented retail, mixed-use commercial development, and civic space. Phase 1 is planned to be developed by 2015, with investment focused on preparing the site infrastructure to accommodate additional conventional rail passenger services.

Phases 2 and 3 of the facility implementation consist of introducing new transportation services. As previously discussed, general description information is provided for Phases 2 and 3 to provide a basic understanding of the ultimate objectives for the ARTIC facility by phase.

### **PHASE 1: INITIAL TRANSIT FACILITY (2008 – 2015)**

Phase 1 of the ARTIC facility provides the improvements necessary to convert the site from a County of Orange maintenance facility to a fully functioning regional transportation facility; specifically preparing the OCTA- and City-owned properties for Metrolink and Amtrak to operate at a new station located on the east side of SR-57. Infrastructure improvements will be required early in the development process to accommodate Phase 1 and allow future phases of ARTIC to build upon this phase.

Phase 1 is intended to accommodate the following transportation services:

- Metrolink and Amtrak
- OCTA fixed-route bus
- OCTA *Bravo!* – Bus Rapid Transit (BRT)
- Anaheim Resort Transit shuttles/circulators
- Anaheim “Go Local” rubber tire mixed-flow bus/shuttles
- “Fly-Away” type airport shuttles (Ontario International Airport and John Wayne Airport)
- Connection to off-site private intercity buses (Greyhound, Coach USA, etc.)
- Private tourism buses
- Taxi services

The Phase 1 transportation facility will provide improvements that accommodate these transportation services with the minimum Transit Center that are intended to preserve the opportunity to further develop/expand through future phases. The improvements necessary for Phase 1 can be summarized into five categories as described below.

**Site work and preparation:** encompasses site work and preparation for the entire 15.7-acre property owned by OCTA (13.5 acres) and the City (2.2 acres), including demolition of existing structures and facilities, clearing and grubbing, grading, utility relocations and undergrounding of electrical overhead lines on the northerly side of the LOSSAN right-of-way and west side of Douglass Road. Demolition of hardscape and landscaping improvements are also included in this category.

**Transit Center and Supporting Facilities:** include development of the facilities associated with the first phase of ARTIC. The anticipated facilities include the construction of a 13,000 square feet (SF), single-story terminal building to allow for Amtrak ticketing and waiting area, 30,000 SF to provide a civic space for the passenger’s and the community’s use, and a single-story retail space allocation of 23,000 SF to allow for sufficient services for the initial transportation facility. Additional commercial development may be included in this phase. The terminal, public space, and retail space will be located adjacent to the railroad corridor and be integrated into the parking provided by this phase. The location of these initial facilities will need to consider the future footprint of other potential transportation services such as high-speed rail.

**Trackwork and platforms:** include the relocation of the existing Anaheim Metrolink/Amtrak station from its current location adjacent to Angel Stadium to the ARTIC site. The new 2-track Metrolink/Amtrak station will be located on the LOSSAN corridor generally in the area between SR-57 and the Santa Ana River. The new station will have 1,000-foot long side or center platforms and a total nominal platform width of 28 to 32 feet. In order to accommodate the new station, the platforms are anticipated to be located along the LOSSAN corridor from the west side of the County of Orange bike path undercrossing to approximately 120 feet west of the SR-57 overpass, with part of the platforms under SR-57. Track improvements associated with the new station will be required to allow for a fully functioning station. The platform height (8-inches above top of rail) will allow Metrolink and Amtrak to share platforms. Platform amenities consistent with the existing Metrolink/Amtrak station--such as ticketing, communication systems, benches, canopies, information kiosks--will be provided. Passenger/pedestrian access between platforms or to a center platform configuration will be provided via a pedestrian under- or over-crossing.

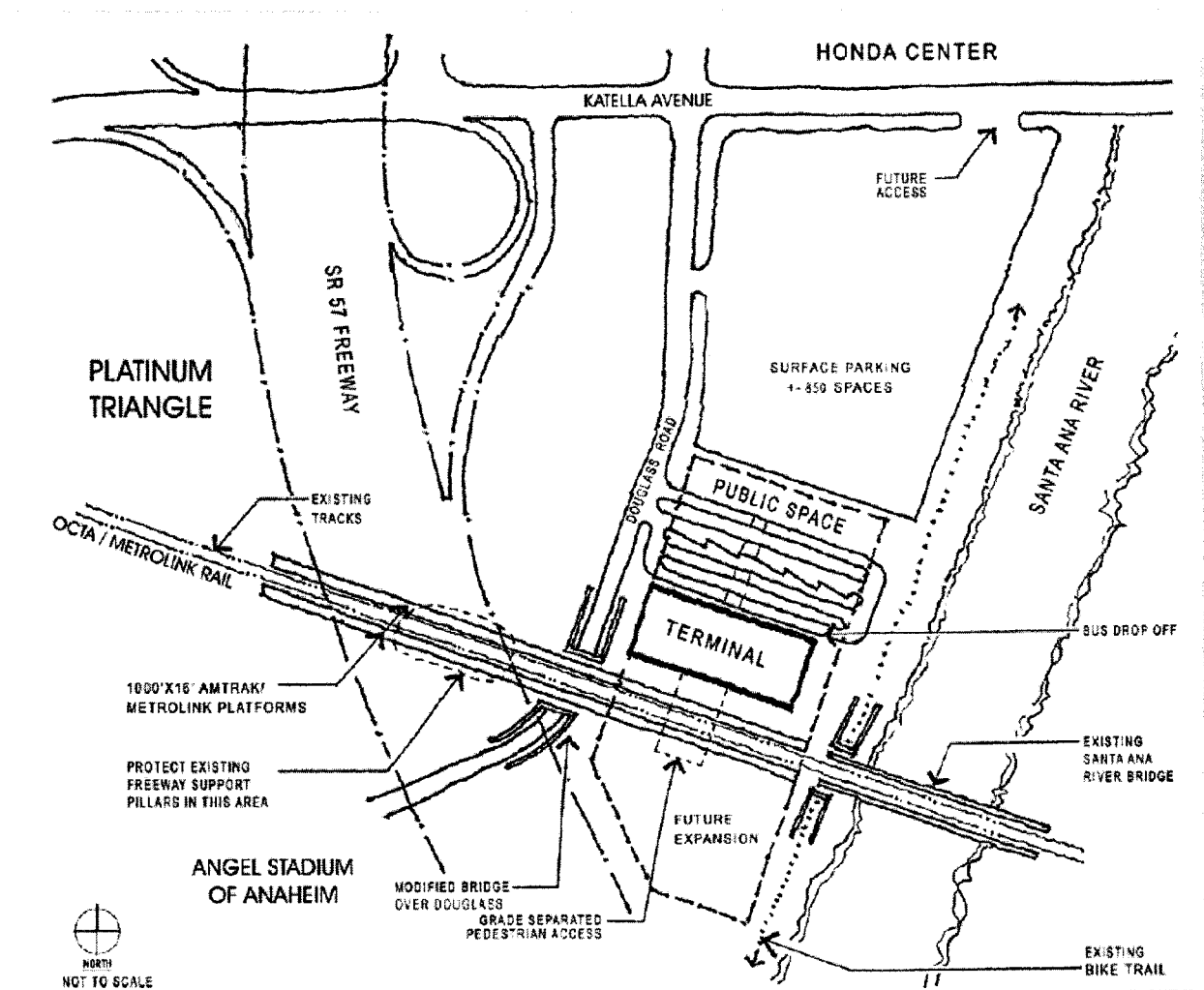
**Parking:** surface parking will be provided in Phase 1 for up to 850 parking spaces for the initial transportation services. This category also provides curbside drop-off access to the rubber-tire transportation service providers listed above.

**Public Art:** this phase includes an allocation for public art.

**Access and street improvements:** include the reconstruction of the Douglass Road railroad bridge to accommodate the passenger side or center platforms. In addition, the profile of Douglass Road will need to be modified (lowered) to accommodate the new bridge over Douglass Road. Location of pedestrian access to Douglass Road and into the Angel Stadium will be investigated during the design phase. Currently, portions of Douglass Road under the railroad bridge do not have sidewalks. Vehicular access to the Metrolink/Amtrak station will primarily be from Douglass Road, with a potential access point on Katella Avenue. As such, the project will include the necessary street capacity while maintaining access for Angel Stadium and Honda Center.

Locating the proposed track/platform improvements under SR-57 will require that the existing crash wall to the support columns be modified.

The improvements to be included as part of Phase 1 for ARTIC are depicted in Figure 3.



**Figure 3:** Phase 1 - Initial Transit Facility (2008 – 2015)

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## PHASE 2: 2020 BUILD-OUT (2016-2020)

This section provides a description of the incremental infrastructure improvements that are anticipated to be provided in addition to those previously provided during Phase 1.

Phase 2 of the ARTIC project will build upon improvements provided in the initial facility. Incremental improvements as part of this phase will correspond with transportation services coming on line (new services) and increased demand (expansion of existing services) at the facility. Phase 2 may include an expansion of the Transit Center, transit oriented retail, mixed-use commercial development, civic space, and transit-supporting facilities. These improvements include additional terminal facilities, parking and access considerations.

Additional transportation services that are anticipated to initiate service in this phase include:

- Anaheim “Go Local” fixed guideway project acting as a distributor system to Platinum Triangle and The Anaheim Resort Area destinations
- Potential additional OCTA Bravo! - BRT service
- Expanded intercity bus connections

The anticipated improvements as part of the development of Phase 2 can be summarized into five categories:

**Site work and preparation:** includes additional sitework and preparation for areas of the site that will require modification to incorporate this phase, including demolition of any remaining structures and facilities and associated grading. This category will provide additional hardscape and landscaping improvements for the additional enhancements.

**Transit Center and Supporting Facilities:** includes space for baggage, operations, and a bike station. The amount of space to for each of these elements will be determined through an updated needs assessment process that will be conducted as part of the detailed planning process for ARTIC. The footprints, heights, and locations of these facilities will be determined in subsequent phases of design development. Commercial development as part of the joint development process may take place during this phase.

**Trackwork and platforms:** include no additional work during this phase. The platforms in Phase 1 will be built to full-standard size for Metrolink and Amtrak trains so during Phase 2 no additional improvements in this category are anticipated.

**Parking:** includes an increase in the number of parking spaces up to 2,200. The parking need may be met with a combination of surface and structured parking. The curbside drop-off in Phase 1 is expanded to a Bus Plaza in this phase to accommodate layover areas and circulation within the Bus Plaza.

**Public Art:** this phase includes an allocation for public art.

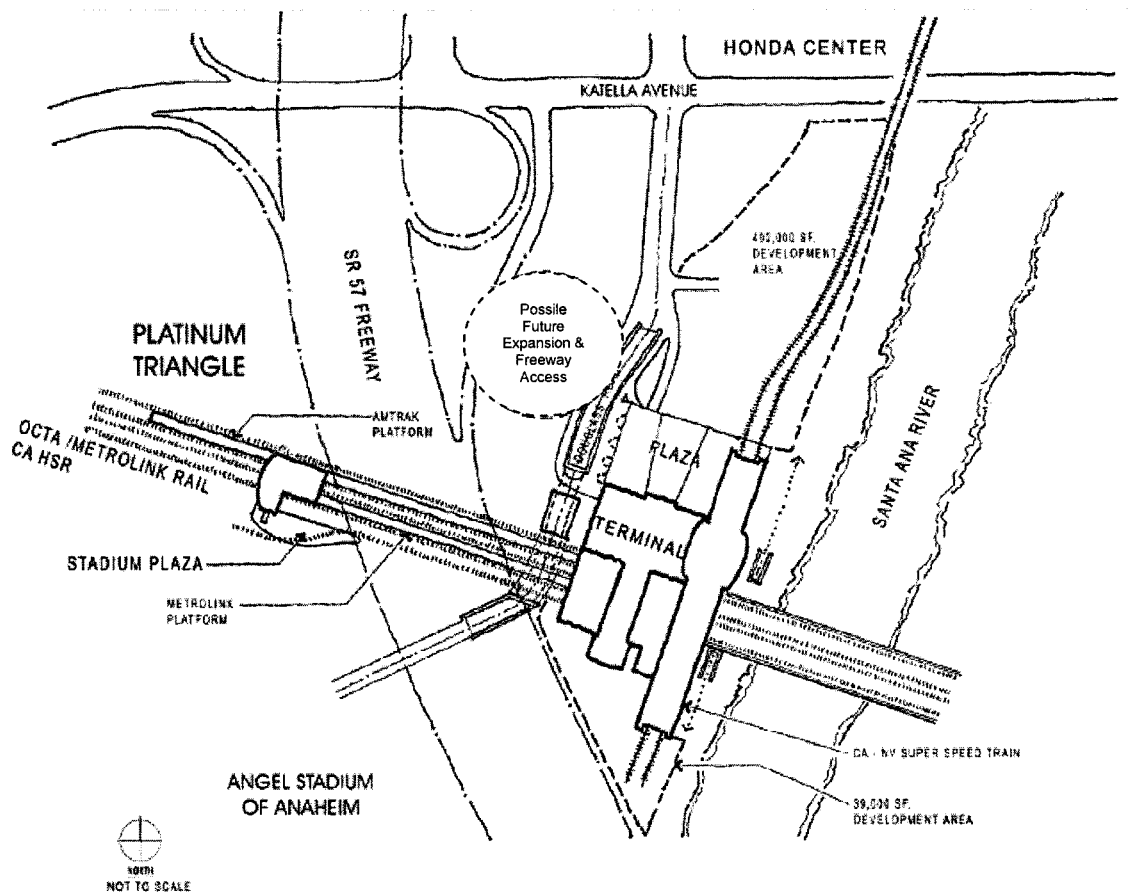
**Access and street improvements:** include additional access and street improvements to account for increased capacity due to demand on Douglass Road and access roadways to the Bus Plaza.

## PHASE 3: ULTIMATE BUILD-OUT (2021 – 2030)

This section provides a description of the incremental infrastructure improvements that are anticipated to be provided in addition to those previously provided during Phases 1 and 2.



Implementation of the improvements for this phase represents the build-out of the ARTIC site. The ultimate transportation element of ARTIC (at completion of Phase 3) is currently envisioned as a three-level facility accommodating passenger arrivals, departures and transfers with supporting retail, restaurants and passenger services. Non-rail access to the facility would be accommodated by a Bus Plaza Transfer/Curbside drop-off area and parking accessed via Douglass Road. The improvements to be included as part of the Ultimate Build-Out (Phase 3) for ARTIC are depicted in Figure 4.



**Figure 4:** Ultimate Build-Out (2021 – 2030)

Phase 3 will see passenger facilities and support services grow to support and enhance growing traveler demand as part of the transportation services provided in Phases 1 and 2. New regional services will include the California High Speed Train (CHST) and the Anaheim to Ontario segment of the California-Nevada Super Speed Train (CNSST), providing regional rail service for connections to much of California. In addition, Amtrak is planning to enhance its service to one train per hour in each direction by 2030.

Phase 3 infrastructure improvements take into consideration accommodation for the additional transportation services to begin servicing ARTIC including:

- CHST Service
- Anaheim/Ontario initial segment of CNSST
- CNSST expanded service
- Expanded Amtrak service
- Private international bus

- Remote airport check-in for John Wayne Airport and Ontario Airport
- Access from SR-57
- OCTA BRT service connection

Phase 3 will complete the build-out of the building facilities, trackwork and platforms to accommodate the rail providers (all technologies) listed above, and all associated parking is anticipated to be provided at the site. The anticipated improvements as part of the development of Phase 3 can be summarized into five categories:

**Site work and preparation:** includes additional sitework and preparation for areas of the site that will require modification to incorporate this phase. This category will provide additional hardscape and landscaping improvements for the additional enhancements.

**Transit Center and Supporting Facilities:** includes additional space for ticketing and waiting areas, event space, retail, baggage, and operations. The additional amount of space for each of these elements will be determined through an updated needs assessment process that will be conducted as part of the detailed planning process for ARTIC. This phase builds upon the facilities provided in Phases 1 and 2. The facility improvements in this phase will include baggage handling/claim, facility support/administration security monitoring and offices, and customer service/information, passenger amenities, additional retail and restaurants. The footprints, heights, and locations of these facilities will be determined in subsequent phases of design development. Further commercial development is anticipated to occur in conjunction with this phase.

**Trackwork and platforms:** improvements include additional tracks and station platform for CHST, and a new wider bridge over the Santa Ana River. Additional platform space is anticipated in this phase, the preliminary square footage of boarding platforms is estimated at 91,000 SF; this amount will be confirmed through the updated needs assessment process as part of the detailed planning work effort. Upon initiation of CHST service, Amtrak and Metrolink are anticipated to be relocated to a center platform configuration; however, the specific configuration for the ultimate platforms will need to be coordinated with the CHST design effort during the development of the ARTIC Phase 1.

In the ultimate configuration, rail passenger boarding platforms will be located at-grade within the existing LOSSAN rail corridor with the exception of CNSST platforms, which are proposed to be located at an upper level. In this ultimate configuration, the Metrolink/Amtrak platforms built in Phase 1 will be accessed by escalator and elevator from the Concourse level above. The HST service is anticipated to be provided by a center platform approximately 30 feet wide by 1,300 feet in length and will be served by two new tracks immediately adjacent to the existing Amtrak/Metrolink tracks. The Anaheim fixed guideway project platforms will also be accommodated with access from the Concourse above. Access to the CNSST platforms will be provided from a mezzanine level above the Concourse. CNSST platforms will consist of a center boarding platform and two alighting platforms to facilitate efficient boarding and alighting.

**Parking:** includes increasing the parking amount at the site to serve the initiation of the CHST and CNSST systems during this period and is anticipated to be provided by a parking structure. Provisions for parking in excess of what can reasonably be accommodated at the ARTIC site will be the responsibility of other transportation providers.

**Public Art:** this phase includes an allocation for public art.

**Access and street improvements:** include improved or direct freeway access from SR-57 to parking, bus transfer areas and curbside drop-off locations.

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The ultimate ARTIC facility concept remains as described in the *Anaheim Regional Transportation Intermodal Center Transit and Parking Facility Description Report*, dated October 22, 2007. This document included preliminary square footage needs for space by function. As previously noted in the facilities descriptions for Phases 2 and 3, the space requirements will be refined as part of the ARTIC detailed planning effort.

## ARTIC ROUGH ORDER OF MAGNITUDE COST ESTIMATES

The conceptual cost estimates have been developed for each of the three phases identified in this report. These estimates are shown in Table 1 below. The \$936.80 million total is inclusive of the land acquisition cost.

**Table 1:** Cost Estimates by Phase of Development (in millions)

ITEM	Phase 1	Phase 2	Phase 3	TOTALS
	Initial Transit Facility	2020 Build-Out	Ultimate Build-Out	
	(2008 - 2015)	(2016 - 2020)	(2021 - 2030)	
	Estimated Cost	Allocations	Allocations	
Land Acquisition (Completed)	-	-	-	\$37.80
Site Work / Preparation	\$9.37	\$2.63	\$2.00	\$14.00
Facilities	\$22.02	\$42.98	\$89.00	\$154.00
Trackwork & Platforms	\$30.39	-	\$57.61	\$88.00
Parking	\$8.20	\$97.80	\$103.00	\$209.00
Street Improvements	\$16.66	\$6.34	-	\$23.00
Freeway Access/Improvements	-	-	\$224.00	\$224.00
Design & Construction Oversight	\$14.73	\$48.27	\$124.00	\$187.00
<b>TOTALS</b>	<b>\$101.37</b>	<b>\$198.02</b>	<b>\$599.61</b>	<b>\$936.80</b>

**Notes:**

- 1.) Escrow closed on the 13.5 AC OCTA purchase on Nov. 22, 2006
- 2.) 2.2 AC owned by City (valued here at 2.2/13.5 AC X \$32.5M = \$5.3M)

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## REFERENCES

### SOURCE DOCUMENTS USED IN THIS REPORT

- Anaheim Regional Transportation Intermodal Center Transit and Parking Facility Description Report, dated October 22, 2007.
- ARTIC Project Concept Report, dated May 9, 2007.
- Design Basis Report for Station Configuration of Anaheim Regional Transportation Intermodal Center, dated April 20, 2007.

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### OTHER SOURCE DOCUMENTS

- Orange County Transportation Authority, 2006 Long-Range Transportation Plan (LRTP), dated July 24, 2006
- Orange County Transportation Authority, Commuter Rail Strategic Assessment (CRSA), service plan for expanded Metrolink service, dated April 2004
- Orange County Transportation Authority, Bus Fleet Management Plan, dated February 16, 2007
- Orange County Local Transportation Authority, Renewed Measure M Transportation Investment Plan.
- City of Anaheim, Anaheim Regional Transportation Intermodal Facility (ARTIC), Conceptual Study, prepared by IBI Group, dated May 18, 2004.
- City of Anaheim, Platinum Triangle Master Land Use Plan, Amendment No. 4, dated October 25, 2005.
- City of Anaheim, Zoning Code, Platinum Triangle Mixed Use Overlay Zone, Chapter 18.
- City of Anaheim, Public Works, Anaheim Stadium Station Summary of Agreements and Contracts.
- City of Anaheim, Request for Information and Qualifications for Development in The Platinum Triangle's Stadium District.
- California – Nevada Super Speed Train Commission, Interstate Maglev Project Full Corridor Project Report presented to the Federal Railroad Commission, dated June 1, 2005.
- Southern California Regional Railroad Authority (SCRRA) Design Guidelines for Metrolink Stations, dated November 2003.
- Southern California Association of Governments (SCAG) Regional Aviation Plan for the 2004 Regional Transportation Plan, dated April 2005.
- Southern California Association of Governments (SCAG) Destination 2030 for the 2004 Regional Transportation Plan, dated April 2005.
- California High Speed Rail Authority, California High-Speed Train Program Environmental Impact Report / Environmental Impact Statement, Engineering Criteria, prepared by Parsons Brinkerhoff Team, dated January 2004.
- John Wayne Airport, Passenger Survey 2005, prepared by Strategic Consulting Research (SCR).

# DRAFT

1 COOPERATIVE AGREEMENT NO. C-8-1118

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITY OF ANAHEIM

6 FOR

7 ANAHEIM REGIONAL TRANSPORTATION INTERMODAL CENTER

8 THIS COOPERATIVE AGREEMENT (hereinafter referred to as "Agreement"), is made  
9 and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Orange County  
10 Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-  
11 1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"),  
12 and the City of Anaheim, 200 South Anaheim Boulevard, #276, P.O. Box 3222, Anaheim,  
13 California 92803, a municipal corporation (hereinafter referred to as "CITY").

14 RECITALS:

15 WHEREAS, AUTHORITY and CITY have agreed to collaborate in planning,  
16 developing, constructing, funding and operating the 15 plus acre site known as the Anaheim  
17 Regional Transportation Intermodal Center (ARTIC) (hereinafter referred to as "PROJECT");  
18 and

19 WHEREAS, AUTHORITY owns approximately 13.5 acres of property ("AUTHORITY  
20 Property") and CITY owns approximately 2.2 acres of property ("CITY Property") that together  
21 make up the total property for use in the PROJECT; and

22 WHEREAS, the parties acknowledge that additional properties may be added if  
23 required for the PROJECT; and

24 WHEREAS, the parties agree that the PROJECT will be developed to meet their  
25 common and unique goals which will include a multi-modal transportation facility, civic space  
26 and commercial mixed use development; and

1           **WHEREAS**, the parties intend to implement the PROJECT through a phased approach;  
2 and

3           **WHEREAS**, the first phase ("PHASE 1" as defined in Attachment 1 – Definition of  
4 Terms) will consist of site preparation, design and construction of the minimum TRANSIT  
5 CENTER, station building, transit supporting facilities necessary to relocate the existing  
6 Stadium station to the PROJECT site and support existing transit services and accommodate  
7 future transit services. PHASE 1 will also include transit oriented retail, mixed-use  
8 COMMERCIAL DEVELOPMENT and CIVIC SPACE, (these terms and others related to this  
9 Agreement are detailed in Attachment 1);

10           **WHEREAS**, PHASES 2 and 3, are anticipated to encompass additional transit  
11 functionality improvements to accommodate new regional transportation services, high-speed  
12 rail and additional mixed used development (hereinafter referred to as the "FUTURE  
13 PHASES"); and

14           **WHEREAS**, the parties intend that the CITY will enter into a contractual agreement with  
15 a private developer ("DEVELOPER") to perform the design, construction, development and  
16 operation of the PROJECT including operations and maintenance of the TRANSIT CENTER  
17 and additionally to finance the COMMERCIAL DEVELOPMENT and CIVIC SPACE; and

18           **WHEREAS**, the CITY will seek a business arrangement with a DEVELOPER that  
19 allows the PROJECT to have long term, self sustaining source of revenue for capital  
20 commitments, operations, maintenance and rehabilitation of the PROJECT; and

21           **WHEREAS**, the parties entered into Cooperative Agreement No. C-7-1288, dated  
22 December 11, 2007, which set forth the roles and responsibilities of the parties through the  
23 RFQ, RFP and preliminary site development phases of the PROJECT; and

24           **WHEREAS**, the intent of this Cooperative Agreement is to clarify the roles and  
25 responsibilities of the parties concerning the Phase 1 of the PROJECT. The roles and  
26 responsibilities of the parties as they pertain to the FUTURE Phases will be determined at a

1 later date as the PROJECT progresses and will be the subject of either an amendment(s) to  
2 this Agreement or a separate cooperative agreement(s); and

3 **WHEREAS**, AUTHORITY will be responsible for undertaking and funding the required  
4 environmental clearance and preliminary conceptual design of the TRANSIT CENTER for use  
5 by the DEVELOPER for the final design and construction; and

6 **WHEREAS**, AUTHORITY will provide funding opportunities through eligible funding  
7 sources consistent with Ordinance No. 3 for the development, design and construction of the  
8 TRANSIT CENTER; and

9 **WHEREAS**, AUTHORITY will be the lead agency for planning and permitting for all rail  
10 improvements associated with the TRANSIT CENTER and will complete these responsibilities  
11 within the project delivery schedule; and

12 **WHEREAS**, CITY will work with the DEVELOPER to fund non-TRANSIT CENTER  
13 related infrastructure improvements required in the PHASE 1 with their own resources and  
14 assessments. AUTHORITY and the DEVELOPER may share in a percentage of these costs  
15 in a manner and at a level to be determined at a later date; and

16 **WHEREAS**, CITY will manage the contract with the DEVELOPER for the design,  
17 construction, development and operation and maintenance of the PROJECT, including the  
18 design and construction and operation of the TRANSIT CENTER, with the intent of providing a  
19 single decision interface for the Developer; and

20 **WHEREAS**, CITY will be the lead agency for all planning, zoning and permitting for all  
21 non-rail improvements associated with the PROJECT and will work with the DEVELOPER to  
22 undertake and complete these responsibilities within the project delivery schedule; and

23 **WHEREAS**, CITY intends to enter into a ground lease with the DEVELOPER for a term  
24 of fifty-five (55) years for the CITY property; and

25 /



1           **WHEREAS**, AUTHORITY intends to enter into a ground lease with the DEVELOPER to  
2 make available AUTHORITY property for a term of fifty-five (55) years subject to the terms and  
3 conditions of the Agreement of Purchase and Sale between the AUTHORITY and the County  
4 of Orange dated November 21, 2006; and

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

7           **ARTICLE 1. COMPLETE AGREEMENT**

8           This Agreement, including all exhibits and documents incorporated herein and made  
9 applicable by reference, constitutes the complete and exclusive statement of the terms and  
10 conditions of this Agreement between AUTHORITY and CITY concerning PHASE 1 of the  
11 PROJECT and supersedes all prior representations, understandings and communications  
12 between the parties. The above-referenced Recitals are true and correct and are incorporated  
13 by reference herein.

14           **ARTICLE 2. RESPONSIBILITES OF AUTHORITY**

15           AUTHORITY agrees to the following responsibilities for the Phase 1 of the PROJECT:

16           A.     AUTHORITY will act as the lead agency for all rail-related planning, zoning and  
17 permit activities required by California law and will complete these responsibilities within the  
18 project delivery schedule.

19           B.     AUTHORITY will undertake and fund the required preliminary design work (up to  
20 15% design) for the TRANSIT CENTER, which shall then be utilized by the DEVELOPER for  
21 final design and construction of the TRANSIT CENTER. AUTHORITY shall have final review  
22 and approval of the final design of the TRANSIT CENTER. If the DEVELOPER is not under  
23 contract with the CITY by November 30, 2010, the PROJECT shall be placed on hold and  
24 AUTHORITY shall have the option to either terminate this Agreement or not be required to  
25 take any further action pursuant to this Agreement until such a time as the DEVELOPER is  
26 under contract with the CITY.

1 C. AUTHORITY will be the lead agency responsible for obtaining and funding the  
2 environmental clearance required for the development and construction of the TRANSIT  
3 CENTER.

4 D. AUTHORITY will provide funding opportunities through eligible funding sources  
5 consistent with the Orange County Local Transportation Authority Ordinance No. 3 for the  
6 development, design and construction of the TRANSIT CENTER

7 E. AUTHORITY will make available and lease to the DEVELOPER the  
8 AUTHORITY Property for a term of fifty-five (55) years, subject to the terms and conditions of  
9 the Agreement of Purchase and Sale between AUTHORITY and the County of Orange dated  
10 November 21, 2006.

11 **ARTICLE 3. RESPONSIBILITIES OF CITY**

12 CITY agrees to the following responsibilities for the PHASE 1 of the PROJECT:

13 A. CITY shall conduct all procurement related activities for the PROJECT pursuant  
14 to CITY's procurement policies and procedures.

15 B. CITY shall be responsible for the Request for Proposal (RFP) process up to and  
16 including the selection of the DEVELOPER.

17 C. CITY will enter into an agreement and will work with the DEVELOPER to fund  
18 non-TRANSIT CENTER related infrastructure improvements required in PHASE 1, including  
19 removal of existing power lines, with their own resources and assessments. AUTHORITY and  
20 the DEVELOPER may share in a percentage of these costs in a manner and at a level to be  
21 determined at a later date; and

22 D. CITY shall submit to AUTHORITY for review and comment all final documents  
23 relative to the RFP process including but not limited to the agreement between CITY and  
24 DEVELOPER for PHASE I.

25 E. CITY will be the lead agency for the implementation of the PROJECT and will  
26 manage the contract with the DEVELOPER to provide a single decision interface for the

1 DEVELOPER. Where approvals are necessary from AUTHORITY and CITY, the CITY will  
2 work with the parties and the DEVELOPER to facilitate the necessary approvals.

3 F. CITY will be the lead agency for all planning, zoning and permitting for all non-  
4 rail improvements associated with the PROJECT and will work with the DEVELOPER to  
5 undertake and complete these responsibilities within the project delivery schedule; and

6 G. CITY will enter into a ground lease with the DEVELOPER for a term of 55 years  
7 for the CITY property.

8 **ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

9 All parties agree to the following mutual responsibilities regarding PROJECT:

10 A. It is anticipated that the PROJECT shall proceed in a phased approach with this  
11 Agreement applying to PHASE 1 of the PROJECT. The roles and responsibilities of the  
12 parties as they pertain to FUTURE PHASES are as of yet undetermined. The parties agree  
13 that the roles and responsibilities for the FUTURE PHASES will be determined at a later date  
14 and will be the subject of either an amendment(s) to this Agreement or a separate cooperative  
15 agreement(s).

16 B. If funding for the TRANSIT CENTER is not secured or if a mutually acceptable  
17 DEVELOPER proposal is not received either party may terminate this agreement.

18 C. If any conflict arises between the requirements of this Agreement and those of  
19 Cooperative Agreement C-7-1288, the requirements of this Agreement shall control.

20 D. The parties agree that in the performance of their respective duties and  
21 obligations as set forth in this Agreement, they shall at all times abide by and comply with all  
22 federal, state and local laws, regulations and ordinances.

23 E. This Agreement shall continue in full force and effect through December 31,  
24 2013. This Agreement may only be extended upon the written mutual agreement by both  
25 parties.  
26

1 F. The terms for continued operation and maintenance of the PROJECT will be  
2 documented in the leases between the AUTHORITY and the DEVELOPER, and the CITY and  
3 the DEVELOPER.

4 G. If either Party breeches its obligations under this Agreement and fails to cure  
5 such breech within thirty (30) calendar days of written notice from the non-breeching party, the  
6 non-breeching party may terminate this Agreement and will have no further obligation  
7 thereunder.

8 H. This Agreement may be amended in writing at any time by the mutual consent of  
9 both parties. No amendment shall have any force or effect unless in writing and executed by  
10 both parties.

11 I. Should any dispute arise between the parties during the term of this Agreement,  
12 the parties shall first attempt to resolve the disputed matters between the AUTHORITY's Chief  
13 Executive Officer and the CITY's City Manager. If a resolution can not be achieved in a  
14 reasonable time, either party may assert its rights and take whatever action is required under  
15 law or equity to enforce said rights.

16 J. The persons executing this Agreement on behalf of the parties hereto warrant  
17 that they are duly authorized to execute this Agreement on behalf of said parties and that, by  
18 so executing this Agreement, the parties hereto are formally bound to the provisions of this  
19 Agreement.

20 K. All notices hereunder and communications regarding the interpretation of the  
21 terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in  
22 person or by depositing said notices in the U.S. mail, registered, or certified mail and  
23 addressed as follows:

24 /

25 /

26 /

To CITY:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
Post Office Box 3222 Anaheim, CA 92803	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Linda Andal	Attention: Kathleen Perez
City Clerk	Manager, Contracts and Procurement
C: Natalie Meeks	C: Darrell Johnson

L. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.

M. The provision of this Agreement shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

N. 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.

O. 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.

P. 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

1 unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood;  
2 acts of God; commandeering of material, products, plants or facilities by the federal, state or  
3 local government; national fuel shortage; or a material act or omission by the other party; when  
4 satisfactory evidence of such cause is presented to the other party, and provided further that  
5 such nonperformance is unforeseeable, beyond the control and is not due to the fault or  
6 negligence of the party not performing.

7 Q. Parties shall mutually indemnify, defend and hold each other harmless including  
8 their officers, directors, employees and agents from and against any and all claims (including  
9 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages,  
10 bodily injuries, including death, damage to or loss of use of property caused by the negligent  
11 acts, omissions or willful misconduct in connection with or arising out of the performance of this  
12 Agreement.

13 R. The parties agree that each shall keep and maintain appropriate books and  
14 records regarding the PROJECT and their respective roles and responsibilities set forth in this  
15 Agreement. Each party agrees to allow the other access to such books and records of the  
16 PROJECT for review and inspection at a mutually agreeable time and place during regular  
17 business hours.

18 S. The provisions of this Agreement are for the exclusive benefit of the  
19 AUTHORITY and CITY and their respective successors and assigns, and no other party or  
20 entity shall have any right or claim or shall be entitled to enforce any provision against any  
21 party by reason of any provision of this Agreement.

22 T. This Agreement shall be governed by and construed in accordance with the laws  
23 of the State of California.

24 U. Notwithstanding any other provision of this Agreement, neither party may assign  
25 its rights, interest, duties or obligations under this Agreement without the written consent of the  
26 other party. Any assignment made without the consent of the other party shall be null and

1 void.

2 V. Failure of either party to insist upon strict performance of any of the terms,  
3 conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy  
4 that party may have and will not be deemed a waiver of any right or remedy for a subsequent  
5 breach or default of the terms, conditions or covenants contained in this Agreement, nor will it  
6 constitute a precedent for interpretation of this Agreement.

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

8 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement  
9 No. C-8-1118 to be executed on the date first above written.

10 **CITY OF ANAHEIM**

**ORANGE COUNTY TRANSPORTATION  
11 AUTHORITY**

12 By: \_\_\_\_\_

By: \_\_\_\_\_

13 Curt Pringle  
Mayor

Arthur T. Leahy  
Chief Executive Officer

14 **ATTEST:**

**APPROVED AS TO FORM:**

15 By: \_\_\_\_\_

By: \_\_\_\_\_

16 Linda Andal  
City Clerk

Kennard R. Smart, Jr.  
General Counsel

19 **APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

20 **JACK L. WHITE**  
21 **CITY ATTORNEY**

By: \_\_\_\_\_

22 By: \_\_\_\_\_

Kia Mortazavi  
Executive Director, Development

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

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







BOARD COMMITTEE TRANSMITTAL

**November 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Agreement for 91 Express Lanes Operating Contract with Cofiroute USA, LLC

Finance and Administration Committee Meeting of October 22, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-0300 between the Orange County Transportation Authority and Cofiroute USA, LLC, in an amount not to exceed \$483,000, for two additional information technology professionals through January 2, 2011.





**October 22, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for 91 Express Lanes Operating Contract with Cofiroute USA, LLC

**Overview**

On October 24, 2005, the Board of Directors approved an agreement with Cofiroute USA, LLC, in the amount of \$30,800,854, to provide management and operational services for the 91 Express Lanes. Cofiroute USA, LLC was retained in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-0300 between the Orange County Transportation Authority and Cofiroute USA, LLC, in an amount not to exceed \$483,000, for two additional information technology professionals through January 2, 2011.

**Background**

In response to numerous reports of computer hackers stealing or attempting to steal consumer credit card data and/or identities, the four major credit card companies (Visa, MasterCard, American Express and Discover) jointly published Payment Card Industry Data Security Standards (PCI DSS) for companies who regularly process consumer credit card payments. Although the original PCI DSS, published in 2005 were high level in detail, the Orange County Transportation Authority (Authority) and Cofiroute USA, LLC (Cofiroute) jointly initiated studies to examine the 91 Express Lanes information technology (IT) infrastructure and recommend security improvements (called the "WEB Assessment Report" and the "Agile 360 Report"). Cofiroute immediately started working to implement the recommended security enhancements.

Some of these enhancements included:

- Implementation of intrusion detection and prevention to monitor all network traffic and generate alerts.
- Implementation of centralized logging for all servers, routers, firewalls, intrusion detection system, etc.
- Implementation of a centralized timeserver to synchronize all critical system clocks and times.
- Establishment of a security awareness program.

Many of the PCI DSS requirements included in the guidelines published in 2005 have been implemented or are in process of being implemented. In September of 2006, the credit card industry published the current PCI DSS version, Number 1.1. This version made implementation of much more specific and stringent security enhancements mandatory for companies wishing to continue to do business with the credit card industry. In addition, certain standard network and application assessments and reports became obligatory. Any organization failing to comply could have its rights to permit customer payments by credit card disallowed.

Starting in 2007, the credit card industry began fining non-compliant companies and the California State Legislature amended the California Civil Code Section 1798.80 - 1798.84 to require "retail sellers" of goods or services, such as the Authority, to "...maintain reasonable security measures, disclose a breach of computerized data and, upon request, provide specified information to a customer in relation to the disclosure of personal information to 3<sup>rd</sup> parties." Such notices and resultant fines and penalties imposed by the Securities and Exchange Commission have cost establishments between \$25 and \$125 per credit card. The 91 Express Lanes currently has been entrusted with credit card data for more than 100,000 customer credit cards and generates approximately \$50 million in annual revenues. The majority of transactions for the 91 Express Lanes are processed through credit cards. Protecting this information is vital to the ongoing operations of the road.

Multi-million dollar fines have been levied against organizations that experienced security breaches, the most notorious of which was the TJ Maxx Companies case. New PCI DSS standards also hold organizations whose customer credit card data has been breached responsible for repaying credit card companies for all fraudulent charges and reimbursing banks or others who also incur such charges. In these instances, civil suits by affected customers could also occur.

In response to the latest PCI DSS requirements and increased hacking threats, the Authority and Cofiroute engaged an additional expert, LECG, to recommend further network enhancements. Although LECG reported the 91 Express Lanes network was relatively secure, LECG did recommend implementation of certain network logging procedures and other changes to meet the PCI DSS requirements and to further strengthen network security and provide automatic alerts if unauthorized attempts to penetrate the network were made.

Many of the recommended improvements, such as the implementation of logging protocols and other security enhancements, are extremely labor intensive and cannot be completed with existing Cofiroute IT staff. They require an expert in network security and systems administration to review electronic and manual logs on a daily basis and to follow-up, making corrections or engaging in additional reviews as necessary on any suspicious or unusual activity.

Authority staff believes Cofiroute must have IT staff whose responsibilities will include: development and maintenance of additional operational security procedures; implementation of audit trails for all critical systems, file integrity monitoring and change detection software to monitor unauthorized modifications of critical systems and files; implementation of a key management system; maintenance of a security policy that addresses all PCI items; annual risk assessments; implementation of additional policies, standards, procedures, and guidelines for IT processes and operations; and other functions as determined by evolving PCI DSS standards.

Because the current security standards as specified by PCI DSS and California State statute were not developed or anticipated prior to the Authority issuing the request for proposal for the current 91 Express Lanes contract or before the 2006 operating contract had been finalized, the Cofiroute contract did not include funding for the additional IT staff needed to fully implement the specified requirements. Complete implementation of the items identified above will require an amendment to the current Cofiroute contract.

Cofiroute proposes to perform the network security enhancements by adding two additional professionals with network security and personal computer network skills to the Cofiroute IT staff for an annual cost of \$212,000. The annual cost will be escalated by 3.6 percent per year until the contract terminates on January 2, 2011.

***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 due to changes in the credit card security industry and additional IT projects. Staff requested and received a price proposal from Cofiroute to perform this additional work.

The original agreement awarded on October 24, 2005, was in the amount of \$30,800,854. This agreement has been amended previously (Attachment A). The total amount after approval of Amendment No. 3 will be \$31,283,854.

**Fiscal Impact**

The additional work described in Amendment No. 3 to Agreement No. C-5-0300 is included in the Authority's Fiscal Year 2009 Budget, 91 Express Lanes Account 0036-7350-B0100-A5H, and is funded through toll revenues.

***Summary***

Based on the material provided, staff recommends approval of Amendment No. 3, in the amount of \$483,000, to Agreement No. C-5-0300 with Cofiroute USA, LLC.

***Attachment***

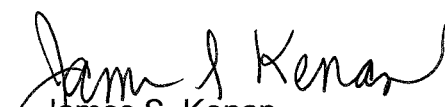
- A. Cofiroute USA, LLC Agreement C-5-0300 Fact Sheet

**Prepared by:**



Kirk E. Avila  
Treasurer/  
General Manager, 91 Express Lanes  
(714) 560-5674

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678

**Cofiroute USA, LLC  
Agreement No. C-5-0300 Fact Sheet**

1. October 24, 2005, Agreement No. C-5-0300, \$30,800,854, approved by Board of Directors
  - Provide management and operational services for the State Route 91 Express Lanes
2. June 5, 2006, Amendment No. 1 to Agreement No. C-5-0300, no additional dollar amount requested, approved by Contracts, Administration and Materials Management Department Manager.
  - Amendment No. 1 deleted certain key personnel, amended scope of work to remove marketing services and add special projects, and removed "Performance Management System" and incorporated "91 Express Lanes Performance Standards."
3. November 20, 2006, Amendment No. 2 to Agreement No. C-5-0300, no additional dollar amount requested, approved by Contracts, Administration and Materials Management Department Manager.
  - Amendment No. 2 designated \$1,561,752 of the maximum cumulative payment obligation as "special projects" funding; incorporated "order of precedence" clause; included any annual increase above 3 percent in the firm fixed annual payment with "special projects"; incorporated "91 Express Lanes expense responsibilities."
4. October 27, 2008, Amendment No. 3 to Agreement No. C-5-0300, \$483,000, pending approval by Board of Directors.

Total committed to Cofiroute USA, LLC, Agreement No. C-5-0300: \$31,283,854, including amount requested herewith.









*BOARD COMMITTEE TRANSMITTAL*

**November 10, 2008**

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

**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board

**Subject:** Release of Request for Proposals for Project Report and Environmental Services for the San Diego Freeway (Interstate 5) High-Occupancy Vehicle Lane Project

Highways Committee Meeting of November 3, 2008

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

**Absent:** None

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendations***

- A. Approve the release of Request for Proposals No. 8-1238 for consultant services to prepare the project report and environmental document for the San Diego Freeway (Interstate 5) project in the City of San Clemente.
- B. Approve the proposed evaluation criteria and weightings for consultant selection.





**November 3, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Release of Request for Proposals for Project Report and Environmental Services for the San Diego Freeway (Interstate 5) High-Occupancy Vehicle Lane Project

### **Overview**

This San Diego Freeway (Interstate 5) project will extend high-occupancy vehicle lanes from Pacific Coast Highway (State Route 1) to Avenida Pico in the City of San Clemente. Staff has developed a draft request for proposals to initiate a competitive procurement process to retain a consultant team to prepare the project report and environmental document for the project.

### **Recommendations**

- A. Approve the release of Request for Proposals No. 8-1238 for consultant services to prepare the project report and environmental document for the San Diego Freeway (Interstate 5) project in the City of San Clemente.
- B. Approve the proposed evaluation criteria and weightings for consultant selection.

### **Background**

In August 2007, the Orange County Transportation Authority (Authority) Board of Directors (Board) approved and released the Renewed Measure M Early Action Plan covering the years 2007 to 2012. The Early Action Plan proposes to start the environmental review of the San Diego Freeway (Interstate 5) project between Pacific Coast Highway (State Route 1) and Avenida Pico in early 2009.

The California Department of Transportation (Caltrans) is currently preparing a conceptual engineering study or project study report (PSR) to define the Interstate 5 HOV lane addition project's preliminary scope, cost, and schedule.

The PSR also defines the roadway geometrics and recommended build alternatives in order to proceed to the project approval and environmental document (PA/ED) phase. With the PSR and conceptual engineering close to completion, the procurement process for the environmental phase can be initiated.

The PSR proposes a no-build alternative plus three build alternatives. Build alternative 1 would add one high-occupancy vehicle (HOV) lane in each direction with full design standard lanes and shoulders. Build alternative 2 would add one HOV lane in each direction with full design standard lanes and shoulders except for one southbound segment where non-standard design features are proposed. In addition to one HOV lane in each direction with full design standard lanes and shoulders, build alternative 3 would also add auxiliary lanes between on-ramps and off-ramps and widen three ramps.

### ***Discussion***

Approving the release of a request for proposals (RFP) at this time will enable this Interstate 5 HOV lane project to move forward into the next project development phase of PA/ED. The draft PSR is a resource document referenced in the RFP. The draft PSR is expected to be available in October 2008, and the RFP will be released shortly thereafter. The project report, environmental document, and technical studies will be prepared in cooperation with Caltrans and the Federal Highway Administration and in accordance with California Environmental Quality Act and National Environmental Policy Act requirements.

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

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

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. Several factors were considered in developing the criteria weights. Staff assigned the greatest level

of importance to the work plan, as the technical approach to the project is most critical to the successful performance of the project. Likewise, staff assigned a high level of importance to staffing and project organization as the qualifications of the project manager and other key task leaders are critical to the timely delivery of the project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal law.

#### **Fiscal Impact**

The contract for the PA/ED phase for the Interstate 5 HOV lane addition project is included in the Authority's Fiscal Year 2008-09 Budget, Development Division, Account 0017-7519/FC101-KKD, and is funded through Renewed Measure M.

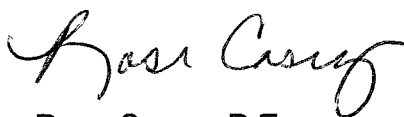
#### **Summary**

Staff is requesting that the Board approve the release of Request for Proposals No. 8-1238 and the evaluation criteria and weightings to initiate a competitive procurement process for consultant services to prepare the project report and environmental document for the Interstate 5 HOV lane project.

#### **Attachment**

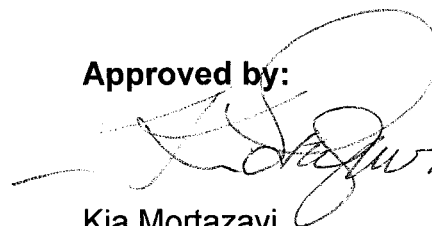
- A. Draft Request for Proposals (RFP) 8-1238 - Project Report and Environmental Document Preparation Consultant Services for HOV Lane Addition on Interstate 5

**Prepared by:**



Rose Casey, P.E.  
Program Manager  
Highway Project Delivery  
(714) 560-5729

**Approved by:**



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



**DRAFT**

ATTACHMENT A

REQUEST FOR PROPOSALS (RFP) 8-1238

**Project Report and Environmental Services  
for Proposed Improvements to San Diego  
Freeway (I-5)**



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

Key RFP Dates

<b>Issue Date:</b>	<b>November 10, 2008</b>
<b>Pre-Proposal Conference Date:</b>	<b>November 21, 2008</b>
<b>Question Submittal Date:</b>	<b>December 3, 2008</b>
<b>Proposal Submittal Date:</b>	<b>December 10, 2008</b>
<b>Interview Date:</b>	<b>January 8, 2009</b>



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November 10, 2008

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 8-1238: "Project Report and Environmental Services  
for Proposed Improvements to San Diego Freeway (I-5)"**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to develop an approved project report and environmental document for proposed improvements to San Diego Freeway (I-5) in Orange County.

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on December 10, 2008.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Venita M. Todd, Senior Contract Administrator**

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

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

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) 8-1238 may do so by faxing their request to (714) 560-5792, or e-mail your

*BOARD OF DIRECTORS*

*Chris Norby  
Chair*

*Peter Buffa  
Vice-Chairman*

*Jerry Amante  
Director*

*Patricia Bates  
Director*

*Art Brown  
Director*

*Bill Campbell  
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*Carolyn V. Cavecche  
Director*

*Richard Dixon  
Director*

*Paul G. Glaab  
Director*

*Cathy Green  
Director*

*Allan Mansoor  
Director*

*John Moorlach  
Director*

*Janet Nguyen  
Director*

*Curt Pringle  
Director*

*Miguel Pulido  
Director*

*Mark Rosen  
Director*

*Gregory T. Winterbottom  
Director*

*Cindy Quon  
Governor's  
Ex-Officio Member*

*CHIEF EXECUTIVE OFFICE*

*Arthur T. Leahy  
Chief Executive Officer*

request to *rfp\_ifb\_Requests@octa.net* or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 8-1238

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

To receive all further information regarding this RFP 8-1238, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Engineering – General Engineering – Civil Engineering – Traffic Engineering – Environmental Engineering – Structural Engineering – Drawing
Professional Consulting	Impact Studies, Environmental Consultant Services – General Consultant Services – Transit Planning Consultant Services – Transportation Planning Traffic Planning Consulting Architectural & Engineering Design Consulting Environmental Consulting

A pre-proposal conference will be held on November 21, 2008, at 10:30 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established January 8, 2009, as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

The Offeror will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

Sincerely,

Venita M. Todd  
Senior Contract Administrator  
Contract Administration and Materials Management

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

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on November 21, 2008, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Venita M. Todd, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5427, Fax: 714.560.5792

**E. CLARIFICATIONS**

**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth; the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMMNet under the commodity codes specified in this RFP.

## 2. Submitting Requests

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

## 3. Authority Responses

Responses from the Authority will be posted on CAMMNet, the Authority's interactive website, no later than December 5, 2008. Offerors may download responses from CAMMNet at *www.octa.net/cammnet*, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Venita M. Todd, Senior Contract Administrator.

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Engineering – General Engineering – Civil Engineering – Traffic Engineering – Environmental Engineering – Structural Engineering – Drawing Impact Studies, Environmental
Professional Consulting	Consultant Services – General Consultant Services – Transit Planning Consultant Services – Transportation Planning Traffic Planning Consulting Architectural & Engineering Design Consulting Environmental Consulting

Inquiries received after 5:00 p.m. on December 3, 2008, will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on December 10, 2008.**

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

**2. Address**

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

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

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

**Orange County Transportation Authority**



**Contracts Administration and Materials Management (CAMM)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Venita M. Todd, Senior Contract Administrator**

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

**3. Identification of Proposals**

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

**"RFP 8-1238: Project Report and Environmental Services for  
Proposed Improvements to San Diego Freeway (I-5)"**

**4. Acceptance of Proposals**

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

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

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

**L. PREVAILING WAGES**

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

**SECTION II**

**PROPOSAL CONTENT**

## SECTION II. PROPOSAL CONTENT

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

#### **1. Format**

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

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Venita M. Todd, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contract person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **3. Technical Proposal**

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

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

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

Offeror to:

- (1) Provide education, experience, and applicable professional credentials of project staff.

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

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a schedule for completing the tasks in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

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

**d. Exceptions/Deviations**

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

**4. Cost and Price Proposal**

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

**5. Appendices**

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

**B. FORMS**

**Party and Participant Disclosure Forms**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in Exhibit D of this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The prime contractor and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the prime contractor in this procurement must complete the form

entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the Authority's Board of Directors take action, which is anticipated to be **February 23, 2009**.

### **Status of Past and Present Contracts Form**

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



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

### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

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

**1. Qualifications of the Firm** **25%**

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

**2. Staffing and Project Organization** **35%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

**3. Work Plan** **40%**

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

#### B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority will interview some or all of the proposing firms. The Authority will establish a specific date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the

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

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

**C. AWARD**

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

Offerors who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) days of notification of the contract award.

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**PROPOSED AGREEMENT**

**EXHIBIT C**

**FORMS**

**PARTY DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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



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

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State Zip Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**PARTICIPANT DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

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

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

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

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

**AND**

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

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

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

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

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**Status of Past and Present Contracts Form**

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

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

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

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

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

\_\_\_\_\_ Date



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**PROPOSED AGREEMENT NO. C-8-1238**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

\_\_\_\_\_

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

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide design support services for proposed improvements to San Diego Freeway (I-5); and

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

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

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

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

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

<u>Names</u>	<u>Functions</u>
TBD	TBD

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

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue  
 8 in full force and effect through March 31, 2011, unless earlier terminated as provided in this Agreement.

9 **ARTICLE 5. PAYMENT**

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

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

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
TBD		.00
		.00
		<u>.00</u>
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>.00</b>

15  
16  
17  
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19  
20 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding  
 21 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented  
 22 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice  
 23 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be  
 24 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY  
 25 may decline to make full payment for any task listed in paragraph B of this Article until such time as  
 26 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully

1 completed all work required under the task. AUTHORITY's payment in full for any task completed shall  
2 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final  
3 acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

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

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

- 16 1. Agreement No. C-8-1238;
- 17 2. Specify the task number for which payment is being requested;
- 18 3. The time period covered by the invoice;
- 19 4. Total monthly invoice (including project-to-date cumulative invoice amount); and  
20 retention;
- 21 5. Monthly Progress Report;
- 22 6. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 23 7. Certificate signed by the CONSULTANT or his/her designated alternate that a) The  
24 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The invoice is  
25 a true, complete and correct statement of reimbursable costs; c) The backup information included with  
26 the invoice is true, complete and correct in all material respects; d) All payments due and owing to

1 subcontractors and suppliers have been made; e) Timely payments will be made to subcontractors and  
2 suppliers from the proceeds of the payments covered by the certification and; f) The invoice does not  
3 include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier  
4 unless so identified on the invoice.

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

7 **ARTICLE 6. MAXIMUM OBLIGATION**

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

13 **ARTICLE 7. NOTICES**

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

18 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

19  
20  
21  
22  
23 ATTENTION:

ATTENTION: Venita M. Todd

Senior Contract Administrator

(714) 560 – 5427

Email: vtodd@octa.net

1           **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

9           **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

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

3 C. CONSULTANT shall include on the face of the certificate of Insurance the Agreement  
4 Number C-8-1238; and, the Venita M. Todd, Senior Contract Administrator.

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

8 **ARTICLE 10. ORDER OF PRECEDENCE**

9 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
10 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-  
11 1238; (3) CONSULTANT's technical proposal dated \_\_\_\_\_, CONSULTANT's cost proposal  
12 dated \_\_\_\_\_, and (4) all other documents, if any, cited herein or incorporated by reference.

13 **ARTICLE 11. CHANGES**

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

22 **ARTICLE 12. DISPUTES**

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

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

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

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

15 **ARTICLE 13. TERMINATION**

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

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



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

**ARTICLE 14. 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 negligent acts, omissions 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 15. 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>Subcontractor Amounts</u></b>
1.TBD	.00
2.	.00

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

CONSULTANT shall provide AUTHORITY, 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 15 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.

**ARTICLE 17. 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 18. 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 19. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

24 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright  
 25 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any  
 26 claim or suit against AUTHORITY on account of any allegation that any item furnished under this

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

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

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

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

1 required to perform such additional services at no cost to AUTHORITY if the unfavorable bids or  
 2 proposals are the result of conditions beyond its reasonable control.

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

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

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

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

22 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
 23 photographs, tapes, software, software design documents, including without limitation source code,  
 24 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
 25 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
 26 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary

1 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it  
 2 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said  
 3 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

4 B. It is expressly understood that any title to preliminary technical data is not passed to  
 5 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,  
 6 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the  
 7 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
 8 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
 9 AUTHORITY if CONSULTANT causes AUTHORITY to exercise 0, and a price shall be negotiated for  
 10 all preliminary data.

11 **ARTICLE 25. GENERAL WAGE RATES**

12 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,  
 13 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work  
 14 hereunder, shall be paid unconditionally and not less often than once a week and without any  
 15 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or  
 16 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of  
 17 payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the  
 18 two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in  
 19 the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the  
 20 Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state  
 21 of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set  
 22 forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which  
 23 may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics,  
 24 laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General  
 25 Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be  
 26 made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job

1 site at which work hereunder is performed.

2 B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the  
3 Labor Code of the state of California, which is incorporated herein by reference, pertaining to workers  
4 performing work hereunder including, but not limited to, those provisions for work hours, payroll records  
5 and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to  
6 be inserted the preceding clause in all subcontracts which provide for workers to perform work  
7 hereunder regardless of the subcontractor tier.

8 **ARTICLE 26. ALCOHOL AND DRUG POLICY**

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

12 **ARTICLE 27. FORCE MAJEURE**

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1238 to be executed on the date first above written.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By \_\_\_\_\_

Kia Morazavi  
Executive Director, Development

Date \_\_\_\_\_

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**SCOPE OF WORK**

**PROJECT REPORT & ENVIRONMENTAL SERVICES**

**FOR**

**PROPOSED IMPROVEMENTS TO  
SAN DIEGO FREEWAY (I-5)**

**BETWEEN**

**PACIFIC COAST HIGHWAY  
AND  
AVENIDA PICO**

## SCOPE OF WORK

### SECTION 1

#### DESCRIPTION OF PROJECT

#### 1.1 PROJECT DESCRIPTION

##### 1.1-1 Background

The Orange County Transportation Authority (Authority) in cooperation with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), is issuing Request for Proposals (RFP) 8-1238 for professional and technical consultant services for developing an approved Project Report and Environmental Document (PR/ED) for proposed improvements to the San Diego Freeway (I-5) in Orange County. Consultant shall prepare both the draft and final Project Report (PR) and necessary California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation per the Caltrans Project Development Procedures Manual (PDPM), Caltrans Standard Environmental Reference (SER), and Caltrans District 12 and the FHWA guidelines for the Interstate 5 (I-5) project from Pacific Coast Highway (PCH) at the northern terminus to Avenida Pico at the southern terminus, referred to as the Project. The appropriate document for the Project will be an Initial Study /Environmental Assessment (IS/EA) with an anticipated Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI). The IS/EA and supporting technical studies shall be submitted to the Authority and Caltrans, as appropriate, for review and approval. Caltrans is now responsible for the policy and procedures for compliance with NEPA and other Federal environmental laws, regulations and Executive Orders for projects assigned to Caltrans under Section 6004 of SAFETEA-LU (Section 6004 MOU) signed June 7, 2007 and the Section 6005 MOU effective July 1, 2007. The Consultant will also be responsible for implementing the CEQA/NEPA public involvement process and providing support to Authority and Caltrans for the Public Outreach efforts.

In addition to the No Build Alternative, the IS/EA will examine the environmental impacts of the build alternatives. Under NEPA, all alternatives under consideration, shall contain an equal level of analysis. The IS/EA will propose mitigation measures and modifications in design to mitigate the impacts resulting from the proposed Project. The IS/EA will also evaluate the proposed Project impacts in relation to existing and future projects within the study area. This will include but is not

limited to the following disciplines: air quality, biology, community impacts, cultural resources, floodplain, geology/seismicity, relocation impacts, Sections 4(f) and 6(f), traffic and circulation, traffic noise, water quality, growth inducement and cumulative impacts.

The IS/EA document will be used to support the Project Approval/Environmental Document (PA/ED) phase, which is anticipated to be initiated after completion of the Project Study Report/Project Development Support (PSR/PDS) document, currently being prepared.

**1.1-2 Location and Limits**

San Diego Freeway (I-5) from PCH, P.M. 6.77, at the northern terminus to Avenida Pico, P.M. 3.37, at the southern terminus. The total length of the project is approximately 3.4 miles.

**1.1-3 Statement of Intent**

Consultant shall perform professional and technical engineering services to prepare a PR and an IS/EA for the proposed Project. The Alternatives being considered are described in the following section.

**1.1-4 Detailed Proposed Project Alternatives**

The IS/EA should fully analyze the viable alternatives that are being examined as part of the PSR/PDS. The proposed improvements, described as Alternative 1 and Alternative 2, will be the basis for the work contained in this Scope of Work. The Project Baseline is the No Build Alternative.

**1.1-4a Baseline Alternative**

The Baseline Alternative represents the “No Build” alternative. No additional lanes or interchange improvements would be provided by this alternative.

**1.1-4b Alternative 1: Add one High Occupancy Vehicle (HOV) Lane in Each Direction**

Alternative 1 adds a single HOV freeway lane in each direction to the I-5 freeway from north of Pacific Coast Highway (State Route 1) to Avenida Pico.

**1.1-4c Alternative 2: Add one High Occupancy Vehicle (HOV) Lane in Each Direction and Auxiliary Lanes at Various Locations**

Alternative 2 adds a single HOV freeway lane in each direction to the I-5 freeway from north of Pacific Coast Highway (State Route 1) to Avenida Pico. Alternative 2 also proposes to add auxiliary lanes at various locations within the corridor along with widening of ramps.

**1.2 STANDARDS**

**1.2-1 Latest Editions**

Consultant shall perform all services under the Agreement in conformance and in compliance with the latest Caltrans editions of applicable design and environmental standards. Please note that Caltrans currently requires work to be done in English Customary Units.

**1.2-2 Conflicts**

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by Consultant from other agencies, Consultant shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by Authority shall be at Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by Consultant for extra work unless Consultant can demonstrate that it has incurred additional expenses as a result thereof.

**1.2-3 Preliminary Engineering and Environmental Documentation**

Preparation of the PR will be in accordance with the latest edition of the Caltrans "Project Development Procedures Manual" and the "Highway Design Manual". Any additional nonstandard features shall require documentation by the Consultant and approval from Caltrans and FHWA. Environmental Documentation work shall be prepared in conformance with both CEQA and NEPA guidelines and regulations, as well as Caltrans and FHWA policies and procedures.

**1.2-4 Drafting**

All drafting shall be in conformance with the latest Caltrans "Plan Preparation Manual" and "CADD Users Manual".

**1.2-5 Reference Materials**

Consultant shall utilize as appropriate, but not limited to, the following documents:

- Caltrans Highway Design Manual
- Caltrans Project Development Procedures Manual
- Caltrans and FHWA Environmental Guidelines & Manuals
- Caltrans Standard Environmental Reference (SER)
- Caltrans Plan Preparation Manual
- Caltrans CADD Users Manual
- Caltrans Standards Specifications
- Caltrans Standard Plans
- Orange County Hydrology Manual
- Caltrans Right of Way Engineering Procedures Handbook
- Caltrans Survey Manual
- Applicable Caltrans District 12 Design Memorandum
- Applicable Local Codes and Manuals
- Caltrans District 12 Quality Control Review Checklists
- CEQA and NEPA Handbooks

**1.2-6 Consultant Deliverables**

- All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with Authority and Caltrans software programs.
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabase (MS ACCESS) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format. The coordinate system for all geographic data layers shall be California Coordinate System State Plane , Zone VI (FIPS 0406), units = feet, North American Datum 1983.
- All electronic data produced and supporting the PR/ED shall be provided on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 dgn

files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineer's electronic signature and seal, shall be provided to Authority upon completion of the PR and environmental studies/documentation. Authority reserves the right to modify these CD/DVD. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG.

- All electronic data produced and supporting the PR/ED shall be provided to Authority and shall be organized and indexed. This includes but is not limited to all drawings, reports, tables, graphs, exhibits, and appendices in their original electronic format (.dgn, .dwg, .jpg, .doc, .xls, .pdf, etc.)

## SECTION 2

### GENERAL CONDITIONS AND REQUIREMENTS

#### 2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1 Consultant shall carry out the instructions as received from the Authority Project Manager and shall cooperate fully with Caltrans staff assigned to the Project.
- 2.1-2 It is not the intent of the foregoing paragraph to relieve the Consultant of their professional responsibility during the performance of this Scope of Work. In those instances where the Consultant believes a better design or solution to a problem is possible, Consultant shall promptly notify Authority/Caltrans of these concerns, together with the reasons.
- 2.1-3 Consultant shall be responsible for the accuracy, consistency and completeness of reports, studies, data, plans, and estimates prepared for the Project and shall check such material accordingly. Caltrans will provide independent Quality Assurance for the reports and plans for conformity with Caltrans design standards and applicable State and Federal regulations. The responsibility for accuracy and completeness is the Consultant's.
- 2.1-4 Reports, studies, plans, data, estimates, and documents produced by the Consultant shall be subject to approval and acceptance by Caltrans and FHWA. In the event of non-acceptance due to errors, inconsistencies and omissions, the Consultant shall have ten (10) business days to make corrections and return the documents to Caltrans.
- 2.1-5 The reports, studies, plans, estimates and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and Authority. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans QA/QC Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the reports shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-6 The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the

certificate, and signature of the professional engineer(s) responsible for their preparation.

- 2.1-7 To assist in understanding contract objectives and requirements, Consultant shall hold regular meetings with the Authority and Caltrans. If the original established schedule is insufficient, Consultant shall hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, Consultant's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PR/ED development.
- 2.1-8 Authority and Caltrans shall have the right, from time-to-time, to monitor and review the progress and/or processes of the Consultant by visiting the Consultant's facilities or by requiring coordination meetings.
- 2.1-9 Only with approval from Caltrans and Authority, may the Consultant establish direct contact with governmental regulatory and resource agencies and others for the purpose of obtaining information, expertise and assistance in developing baseline data and resource inventories. The Consultant shall maintain a record of such contacts and shall transmit copies of those records to Authority and Caltrans on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 2.1-10 Authority and Caltrans will retain responsibility for final consultation, both informal and formal, with State and Federal agencies regarding the Project mitigation and compensation proposals.
- 2.1-11 Surveys performed by the Consultant shall conform to the requirements of the Land Surveyors Act and Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2.1-12 Consultant shall designate a Surveys Manager who will coordinate Consultant's surveying operations. The Surveys Manager shall be responsible for all matters related to Consultant's surveying operations, but shall coordinate with Consultant's Project Manager.
- 2.1-13 Where Consultant is required to prepare and submit studies, reports, plans, etc., to Caltrans as required by this Scope of Work, these shall be submitted in draft to Authority for review prior to submitting to Caltrans. The Project schedule shall reflect Authority reviews and consultant revisions as necessary. In addition to Authority reviews, draft submittals reflected on project schedule shall be provided an opportunity for Caltrans to request revisions, prior to final submission.



2.1-14 The Authority Project Manager will administer the Consultant Agreement and provide general direction to Consultant. Caltrans is responsible for Independent Quality Assurance and approval of reports, plans, estimates and other required items and deliverables.

2.1-15 Material to be furnished by Caltrans/Authority (as available):

- Existing aerial photographs and mapping
- Existing site survey information
- Existing right-of-way maps
- Existing land-net information and any pertinent record of information
- Copies of existing plans (half-size)
- Existing and future traffic data

2.1-16 Caltrans Responsibilities:

- Provide all current standards, existing plans, and manuals (at consultant cost)
- Perform Independent Quality Assurance for all work and deliverables
- Attend project meetings
- Coordinate and communicate with FHWA, as needed
- Provide general guidance with the preparation of the IS/EA and supporting documentation

2.1-17 Encroachment Permit:

It is the responsibility of the Consultant and its sub Consultants to obtain the proper permit(s) from Caltrans and/or local agencies prior to any field surveys.

2.1-18 Consultant shall comply with Occupational Safety and Health Act (OSHA) regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.

2.1-19 The Consultant team shall be responsible for supporting and assisting Authority staff in the Board approval process during the preparation of the IS/EA and PR. These may include but are not limited to: providing project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. The Consultant team shall also be responsible for supporting Authority with coordinating with corridor cities regarding various issues related to the

Project. The Consultant shall obtain approval from the Authority Project Manager prior to any changes to personnel, including sub-consultants. Key personnel removal without prior consent of the Authority Project Manager shall be deemed as out of contract compliance.

## SECTION 3

### SCOPE OF WORK

#### 3.1 TASK 1 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

This task includes the project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of Consultant's work.

##### 3.1-1 Project Management

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

**Methodology:** Consultant Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of Authority and Caltrans. Consultant shall maintain coordination with other members of the project development team (PDT) and regulatory agencies impacted by the Project. An IS/EA task kick-off meeting shall be held soon after contract execution to review project objectives and requirements, receive initial information from agencies, establish communication plan and protocols, and address other issues as necessary to ensure a successful project initiation. Thereafter, Consultant shall actively participate in PDT meetings in conjunction with Authority, Caltrans, and FHWA to discuss progress, coordinate design activities, obtain direction, exchange project information, and identify issues to be resolved. The Consultant shall prepare a Project Management Plan and Financial Plan pursuant to FHWA's Issuance Major Project Guidance, dated January 19, 2007.

**Deliverables:**

- FHWA Project Management Plan and Financial Plan
- Communication Plan

### **3.1-2 Coordination/Administration**

#### **3.1-2a Coordination and Meetings**

**Purpose:** To meet with affected parties; to discuss / resolve issues pertinent to the analysis, design, and potential environmental impacts of the Project; and to obtain direction for the study.

**Methodology:** Consultant shall participate in the following meetings:

PDT Meetings with Authority, Caltrans and other key stakeholders will be held as needed (up to a maximum of 36 meetings), to discuss policy, procedure, and make decisions affecting the direction of the Project Report and Environmental Document. Consultant shall prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting minutes.

Agency Coordination/Technical Workshop Meetings will be held to discuss technical issues with specific agencies. Consultant shall participate in a maximum of 10 meetings and will bring progress plans as appropriate. No special presentation materials will be prepared.

Consultant task-specific meetings shall be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

Collateral material shall be black and white.

**Deliverables:**

- PDT meeting notices, agendas, handouts, and minutes.
- Progress plans

#### **3.1-2b Administration**

**Purpose:** To provide administration to ensure all executive and managerial requirements with the Project are met. The scheduling requirements for the Project is to be considered and documented.

**Methodology:** Consultant administration shall include the following elements of the work:

- Supervise, coordinate and monitor work for conformance with Caltrans' standards and policies.

- Apply for and obtain Caltrans' and/or local agency encroachment permits necessary for Consultant to be on the job site.
- Prepare, circulate and file correspondence and memos as appropriate.
- Maintain project files using Caltrans Uniform File System.

Fifteen days after notice to proceed, Consultant shall prepare the Project Master Schedule (PMS) for the IS/EA, technical studies, and PR. The schedule shall be prepared using the Critical Path Method, and at a minimum, the schedule shall be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS shall reflect the various level of reviews for the draft and final environmental documents. Caltrans will require 30 to 60 day review periods for major deliverables. The PMS shall include:

- Project milestones and delivery of intermediate project deliverables.
- Reviews for the draft and final environmental documents and intermediate project deliverables by Authority, Caltrans, and FHWA.
- Work items of agencies and other third-parties that may affect or be affected by the Consultant's activities

The PMS shall be prepared to include the data for the total project and the critical path shall be identified. The order, sequence, and interdependence of significant work items will be reflected on the PMS.

The following list of tasks shall be used to develop the Project Master Schedule:

Task 1 - Project Management/Coordination/Administration

Task 2 - Engineering Development

Task 3 - Project Report Preparation

Task 4 - Environmental Document, including Permit Coordination

Consultant shall submit a copy of the PMS to the Authority Project Manager for review and approval and a copy to Caltrans for Information.

Deliverables:

- Project Master Schedule

**3.1-3 Progress Reports.**

**Purpose:** To provide for tracking the actual progress relative to the Project Master Schedule and to ensure that all significant completion dates of the Project are being met.

**Methodology:** At the end of each month, Consultant shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Consultant shall submit one copy of a monthly Progress Report to the Authority Project Manager consisting of a written narrative and an updated bar-chart format of the Project Master Schedule. This report shall be received no later than the tenth (10<sup>th</sup>) calendar day of the month.

The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by Consultant through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, Consultant falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to Consultant performance, payment to Consultant may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s).

The initial Project Master Schedule referenced in Section 3.1-2, as agreed to by Authority, shall become the Project target. The target schedule shall be displayed on the updated Project Master Schedule.

**Deliverables:**

- Monthly Progress Reports

**3.1-4 Quality Assurance / Quality Control (QA / QC) Plan.**

**Purpose:** The QA / QC Plan is intended to ensure that the tasks are being prepared and developed in accordance with the Caltrans Quality Assurance Procedures (5 step process per NEPA Pilot Program for the IS/EA), is acceptable to the Authority Project Manager, and satisfies the Consultant's internal QA/QC standards.

**Methodology:** Consultant shall maintain a Quality Assurance / Quality Control Plan throughout performance of the services under this Agreement. The comprehensive quality assurance procedures should outline the independent checking procedures to be performed on report preparation, calculations and drawings, ongoing peer reviews, audits, and management systems to maintain product quality, schedule, and budget adherence. The Caltrans District 12 Quality Control checklists, Caltrans Environmental Document External Quality Control Certification Sheet, and Environmental Document Review Checklist shall be used as part of the quality assurance procedures. Consultant shall sign off on each checklist by sub-functional responsibility before submittal of the draft and final IS/EA documents.

All deliverables shall be subjected to a quality control review utilizing Consultant QA/QC Procedures before they are submitted to Authority, Caltrans, and FHWA. Consultant shall prepare a response-to-comments matrix indicating how and where the changes to the documents have been made, when the revised documents are resubmitted to Authority and Caltrans. In addition, the Caltrans Environmental Document External Quality Control Certification Sheet and appropriate tools, as deemed necessary, are to be utilized in the preparation of the IS/EA and technical studies. The Environment Document Review Checklist for draft and final environmental documents are to accompany the screencheck draft, draft, and final IS/EA, respectively.

Within 7 days of receiving the Notice to Proceed, Consultant shall submit a complete copy of the 5-step review process prepared under the Pilot Program and the QA / QC Plan to both the Authority Project Manager and Caltrans for review. The Consultant shall prepare this QA/QC plan in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 38 Nepa Delegation.

**Deliverables:**

- 1 copy of QA / QC Plan (including 5-step process per NEPA Pilot Program)

### **3.2 TASK 2 - ENGINEERING DEVELOPMENT**

Activities consist of the development of engineering plans to support the evaluation of the I-5 Project build alternatives within the draft Project Report and Draft IS/EA.

#### **3.2-1 Data Collection**

**Purpose:** The Consultant shall obtain existing and previously documented information for features of the proposed Project.

**Methodology:** The Consultant shall collect the aforementioned and other pertinent information including encroachment permits from Authority, Caltrans, and local jurisdictions, and perform field reconnaissance when necessary. Consultant shall be responsible for obtaining the necessary encroachment permits for the field reconnaissance. This will include the following available information, but not limited to:

- The approved PSR/PDS
- The approved Preliminary Environmental Analysis Report (PEAR) used to support the PSR/PDS
- Any preliminary technical studies used to support the PEAR
- Recent traffic counts (Authority, Caltrans, and corridor cities)
- Aerials of project area
- Preliminary project plans/profiles
- Existing roadway geometrics and intersection configuration
- Any other information/documentation used to support the PSR/PDS

**Deliverables:**

- Inventory of existing planning/engineering data
- Inventory of existing environmental conditions.

#### **3.2-2 Field Surveys**

**Purpose:** To obtain necessary survey data of the Project areas to be carried forward in the draft PR.

**Methodology:** The Consultant shall obtain the necessary permits to perform surveys. The Consultant shall perform surveys, including mapping, necessary to complete the PR. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, open ended traverses, profile data sheets, and required documentation.



Surveys shall be performed in accordance with the current Caltrans "Survey Manual" and its revisions. Work not covered by the Manual shall be performed in accordance with accepted professional surveying standards. The minimum standard of survey quality shall be that of similar surveys performed by Caltrans.

Caltrans will designate the existing horizontal and vertical control monuments that are to be the basis of Consultant performed surveys. Caltrans will provide the California Coordinate System values and/or elevation values for these monuments. The Consultant shall adjust the Consultant performed surveys to the designated control monuments and their values - no other control shall be used by the Consultant.

Survey points, lines, and monuments shall be established, marked, identified and referenced, as required to complete the PR. Additionally, survey notes, drawings, calculations and other survey documents/materials shall be completed as required to complete the PR.

A copy, except as otherwise specified herein, of original survey documents resulting from this Agreement (including original field notes, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to Authority and shall become the property of Authority. The original survey documents (or a copy, if the original is to be provided to Authority) shall be retained by the Consultant for future reference.

When the survey is performed with a Total Station Survey System, the original field notes shall be a hard copy listing, in a readable format, of the data (observations) as originally collected and submitted by the survey party. The listing shall be signed by the party chief.

Deliverables:

- Survey Plans (original and 10 copies (full size))

### **3.2-3 Geometric Development**

Purpose: To develop layout plans and profiles (where necessary), to be carried forward in the draft PR and Draft IS/EA.

Methodology: Geometric layout plans shall be developed based on English design standards as defined in Caltrans Highway Design Manual, latest edition. Lane, shoulder, buffer, and right-of-way widths will be labeled. Profiles shall be developed at critical arterial street and other features overcrossing locations as a component of the build alternatives carried forward in the IS/EA.

The Consultant shall work with Caltrans, Authority, and affected cities and agencies to obtain geometric approval of the preferred alternative. Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final approval.

Deliverables:

- Layout Plans of the build alternatives of the Project (original vellum & 10 copies)

### **3.2-4 Structure Advance Planning Studies**

**Purpose:** The purpose of this subtask is to prepare an Advance Planning Study (APS) for proposed structure widening and replacements for the alternatives to be carried forth in the PR. The APS will evaluate the impacts of each alternative on each affected structure. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure modifications and replacements.

**Methodology:** Guidelines set forth in Office of Special Funded Projects (OSFP) Information and Procedures Guide for Advance Planning Studies and the Caltrans Amendments to AASHTO's Load and Resistance Factor Design (LRFD) specifications shall be used as a tool for developing the scope of this PA/ED level structural analysis. The Consultant shall be responsible for developing preliminary feasible structure alternatives and costs appropriate for the specific location. The Consultant shall coordinate project and structure alternatives and associated estimates to arrive at the best project solution. The *Consultant Prepared Advance Planning Studies Checklist* (available on the Caltrans website) shall be used as a guideline, to the level appropriate for a PA/ED level document, for completion of the APS. The analysis shall include identification of the following:

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

Deliverables:

- Identification of the impacts of each alternative on structures  
Preliminary cost estimates for structure modifications and/or replacements.

**3.2-5 Cost Estimates**

Purpose: Prepare cost estimates for each of the proposed alternatives to be analyzed in the draft and final PRs.

Methodology: Based on the preliminary engineering plans and the structure cost estimates described above, PR level cost estimates shall be prepared.

Deliverables:

- Cost Estimate (original & 10 copies for each alternative)

**3.2-6 Right-of-Way and Utility Identification**

Purpose: To identify right-of-way impacts and proposed utility impacts associated with each of the alternatives developed in the draft PR. Existing right-of-way lines and major utilities shall be identified on the engineering plans.

Methodology: The Consultant shall utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative for review and approval by Authority, Caltrans and pertinent cities. Potential impacts associated with proposed mainline and arterial interchange reconfigurations shall be delineated via right-of-way lines on appropriate base mapping. Specific delineation of proposed ramps shall be developed for the PR and IS/EA.

Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, etc.). Contacts shall be made with each utility company affected and a preliminary determination of relocation requirements and responsibilities will be made. It is assumed that Caltrans will provide guidance on valuations for right-of-way acquisitions. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

Deliverables:

- Right-of-way Lines Delineated on Geometric Plans
- Right-of-way Data Sheets for each proposed alternative
- Preliminary Impacted Utilities Delineated on Layout Plans

### **3.2-7 Drainage**

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

**Methodology:** A field reconnaissance of the Project shall be enclosed to accommodate the build alternatives. Impacts on and replacement of these facilities shall be analyzed and included in the cost estimate. Freeway drainage shall be reviewed to assess the adequacy of the existing systems. Freeway, County and City drainage systems (including pump stations) shall be reviewed and the impacts of the proposed alternatives on these facilities shall be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices shall be reflected in the cost estimates.

**Deliverables:**

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate

### **3.2-8 Storm Water Data Report**

**Purpose:** Develop a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) for each alternative per the latest version of the Caltrans' Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with Caltrans statewide NPDES permit.

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

**Deliverables:**

- Inclusion of the approved SWDR in the PR

**3.2-9 Railroads/PUC Processing**

Purpose: The Consultant shall assist in Railroad and Public Utility Commission coordination as needed.

Methodology: Consultant shall utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for each build alternatives addressed in the PR. This work shall also identify low – and – high risk utility areas within the project limits. Also, the CONSULTANT shall identify any potentially affected utility areas which may be subject to the requirements of the California Public Utility Commission General Order 131-D.

Deliverables:

- Approved Preliminary Utility Investigation Report and Utility Plans for each build alternative
- Preliminary Cost Estimate of utility relocations/impacts associated with each build alternative

**3.2-10 Construction Staging/Traffic Handling**

Purpose: To develop a construction staging/Traffic Management Plan (TMP) concept for the project build alternatives carried forward in the Draft and Final PR/IS/EA.

Methodology: The Consultant shall prepare the TMP in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices. A conceptual construction staging/traffic handling concept shall be prepared to verify constructability and feasibility of traffic handling. This concept shall be developed assuming the existing mainline capacity will be maintained during construction of the build alternative. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

Deliverables:

- TMP with Construction Staging/Traffic Handling Concepts (one camera-ready original & 10 copies)

**3.2-11 Geotechnical Identification**

Purpose: Identify sub-surface conditions at the Project overcrossings and undercrossings, and develop the traffic index for purposes of establishing the roadway structural section.

Methodology: Preliminary geotechnical investigations shall be conducted by the Consultant if necessary to assess potential impacts and estimate construction costs. The Consultant shall develop the traffic index for purposes of establishing the roadway structural section.

Deliverables:

- Traffic Index
- Roadway structural section
- A technical memo to discuss geotechnical impacts to the Project costs.

**3.2-12 Value Analysis (Value Engineering)**

Purpose: In an effort to deliver the most cost effective solution, an independent team of experts will evaluate the Alternatives being developed to ascertain their effectiveness with regards to costs, time of delivery and other benefits.

Methodology: As per the Caltrans PDPM, Value Analysis (VA) process, utilizing a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. The consultant shall provide a VA team leader / facilitator, a certified VA Specialist, to conduct the VA study and the facility including support materials for conducting the workshop. The VA Study should be completed within the first 6 months.

Deliverables:

- Draft VA Study Report
- Final VA Study Report

### 3.3 TASK 3 - PROJECT REPORT PREPARATION

This task shall involve the preparation of the Draft and Final Project Reports, Fact Sheets, and any needed engineering exhibits for the IS/EA under concurrent preparation.

#### 3.3-1 Administrative draft Project Report and Fact Sheet

Purpose: To develop the Administrative Draft PR and Fact Sheets documenting the engineering evaluation of the proposed alternatives and to satisfy Caltrans Project Development procedures.

Methodology: An Administrative Draft PR shall be prepared in accordance with Caltrans' PDPM. The Administrative Draft PR shall contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

Fact Sheets shall be prepared if needed to document any non-standard features within the proposed build alternatives. The consideration of non-standard features shall be closely coordinated with Caltrans and FHWA staff to assure acceptability and compliance with state and federal requirements.

The Administrative Draft PR and Draft Fact Sheets shall be submitted for Authority, Caltrans and FHWA for review and comment.

Deliverables:

- Administrative Draft PR (15 copies each)
- Draft Mandatory and Advisory Fact Sheets (10 copies each)

#### 3.3-2 Draft Project Report and Fact Sheet

Purpose: To incorporate Authority, Caltrans, and FHWA review comments into the Drafts.

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments of the Administrative Draft PR and Fact Sheets and after adequate time to develop response actions, a meeting shall be held with the above agencies and the Consultant to discuss the comments and the appropriate responses taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. Once concurrence has been reached on all outstanding issues, the draft PR's shall be prepared, signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Draft PR (original and 30 copies)
- Mandatory and Advisory Fact Sheets (original and 30 copies each)

**3.3-3 Administrative Final Project Report**

Purpose: To document recommendation of the Preferred Alternative for the Project.

Methodology: After circulation of the Draft IS/EA and concurrent with the preparation of the Final IS/EA, Consultant shall prepare a draft Final PR for the Project which recommends the Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

Deliverables:

- Administrative Draft Final PR (15 copies)

**3.3-4 Final Project Report**

Purpose: To incorporate Authority, Caltrans, and FHWA review comments into the Final PR.

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the above agencies and the Consultant to discuss the comments and the appropriate responses taken. Once concurrence has been reached on all outstanding issues, the Final PR shall be prepared, signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Final PR for the Project (camera-ready original and 30 copies)



### **3.4 TASK 4 - ENVIRONMENTAL DOCUMENT**

The activities consist of the further development of environmental studies to support the evaluation of the I-5 Project's Build Alternatives draft and final Initial Study/Environmental Assessment (IS/EA), the anticipated level of environmental documentation. If, throughout the course of environmental studies, it is found that impacts cannot be mitigated to a less than significant level or that the project may contribute to substantial public controversy, then a higher-level of environmental documentation would need to be prepared.

#### **3.4-1 Issuance of Environmental Notices (NOIS) & Scoping Meeting Notice**

**Purpose:** The Consultant shall prepare and circulate a Notice of Initiation of Studies (NOIS) pursuant to Caltrans requirements. The Consultant shall also coordinate with Authority and Caltrans to provide a scoping meeting and the appropriate public notice.

**Methodology:** The NOIS shall describe the project and indicate that the appropriate environmental analyses for the project have been initiated, and requesting comments from stakeholders and interested parties. The NOIS shall be sent to local residents, elected officials, affected agencies, and other special interest groups on the project mailing list. The Consultant will coordinate this effort with Authority, Caltrans, and other Project Development Team (PDT) members. The public notice for the scoping meeting shall be advertised in a widely circulated newspaper (e.g., Times Orange County Edition and Orange County Register) and in a local Spanish newspaper. The Consultant shall coordinate with Authority, and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, and State Clearinghouse). The Consultant shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during the NOIS and scoping meeting process.

**Deliverables:**

- NOIS (original and 10 copies each of the final and electronic copy)
- Distribution List
- Record of Mass Mailer
- Public Notices for the Scoping Meeting

#### **3.4-2 Conduct Environmental Evaluation**

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance to Caltrans and FHWA guidelines. The Consultant shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

The technical studies to be conducted for Caltrans are identified in the Preliminary Environmental Analysis Report (PEAR). The Consultant shall refer to the Caltrans Standard Environmental Reference (SER), in compliance with CEQA and NEPA requirements for the preparation of the environmental documentation. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans' SER.

Technical studies/information include, but are not limited to:

### **3.4-2a Visual Impact Assessment**

**Purpose:** The Consultant shall prepare a Visual Impact Assessment in accordance to Caltrans Environmental Handbook, Volume 1, Chapter 27, Caltrans Visual Impact Assessment guidance (latest edition), Caltrans Visual Impact Guide Checklist, and FHWA's guidance on *Visual Impact Assessment for Highway Projects* (latest edition), to identify and analyze visual resource impacts associated with the project. This will be prepared to support the IS/EA.

**Methodology:** The Consultant shall consider and identify potential aesthetic treatments for structural elements including the bridge, retaining walls, soundwalls, and other roadway structures, which will enhance the project. The context sensitive solutions approach shall be utilized and implemented in the preparation of the Visual Impact Assessment. This report shall include a minimum of eight key viewpoints demonstrating the before and after effects of the proposed project. These eight key viewpoints shall include a before and after visual simulation. Coordination with the Caltrans Landscape Architect unit will be critical to the timely completion of this study.

**Deliverables:**

Draft and Final Visual Impact Assessment and supporting documentation for the Project (10 copies of draft, 10 copies of final, original of final)

### **3.4-2b Water Quality Assessment**

**Purpose:** The Consultant shall evaluate the effects that the proposed Project may have on water quality in the Project area. The Water Quality Analysis shall be prepared in accordance to

the Caltrans Environmental Handbook, Volume 1, Storm Water Quality Handbook Project Planning and Design Guide, and Caltrans Storm Water Quality Handbooks to support the IS/EA.

**Methodology:** The Water Quality Analysis shall evaluate the effects that the proposed Project may have on water quality for two watersheds: 1) the San Juan Creek Watershed covers 133.9 square miles and includes portions of the cities of Dana Point, Laguna Hills, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, and San Juan Capistrano. Its main tributary, San Juan Creek, originates in the Santa Ana Mountains district of the Cleveland National Forest in the easternmost part of Orange County. The Arroyo Trabuco, Oso Creek, and are smaller tributaries; and 2) the San Clemente Watershed covers an area of 31.8 square miles in the southernmost corner of Orange County. It includes the City of San Clemente, a small portion of the City of San Juan Capistrano, and a large portion of unincorporated territory. Its main tributaries are Prima Deshecha Canada and Segunda Deshecha Canada.

The corridor also crosses smaller drainages and may impact other drainages due to proximity. Most of these drainages are channelized within the study area and are under the jurisdiction of ACOE, as well as San Diego Regional Water Quality Control Board (SDRWQCB).

The Water Quality Analysis shall also include discussions on the Project's potential to result in water quality impacts to storm water runoff during construction activities and operations of the Project. Construction would be conducted in accordance with all applicable water quality requirements of the Section 401 permit issued by the SDRWQCB and the provisions of the NPDES General Permit for Construction Activities No. CAS000002. Implementation of best management practices (BMPs) would minimize erosion of exposed soils and resultant sediment and surface contaminant loading into the storm drain system and downstream water bodies. Coordination with the Caltrans Storm Water Unit will be critical to the timely completion of this study.

**Deliverables:**

- Water Quality Analysis (10 copies of draft, 10 copies of final, original of final)

### **3.4-2c Traffic Noise Study/Noise Abatement Decision Report (NADR)**

**Purpose:** The Consultant shall conduct a noise analysis, based

on the Caltrans Traffic Noise Analysis Protocols and Technical Noise Supplement (latest editions), which will include an assessment of existing conditions and the design year future conditions for the project. The Noise Study shall be prepared in accordance with the Caltrans and FHWA requirements to support the IS/EA. The Noise Abatement Decision Report (NADR) shall be prepared and circulated with the draft.

**Methodology:** The existing noise measurements and simultaneous traffic counts will be conducted at sites deemed representative of noise sensitive land uses. Obtaining the traffic counts in a timely manner will assure the on-time completion of the Traffic Noise Study. The Traffic Noise Study shall take into consideration impacts to frequent outdoor uses, as defined by FHWA, and recommend mitigation as appropriate. Measurement results and traffic counts will be used to establish existing conditions and calibrate the computer noise model. Noise abatement and/or mitigation measures will be identified in the Noise Study. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study.

**Deliverables:**

Draft and Final Traffic Noise Study for the Project and Noise Abatement Decision Report (10 copies of draft, 10 copies of final, original of final)

### **3.4-2d Air Quality Report**

**Purpose:** The Consultant shall conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the IS/EA.

**Methodology:** The Air Quality Report shall be prepared in accordance with the latest following protocols/guidelines: *Caltrans Transportation Project-Level Carbon Monoxide Protocol*, *FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas*, *Transportation Project-Level Carbon Monoxide Protocol (CO Protocol)*, *FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents*, and *Caltrans' policy on greenhouse gas emissions*. The Air Quality Report will also analyze and discuss the presence/absence of asbestos-containing structures/roadway affected by the Project

and construction-related impacts and adhere to the South Coast Air Quality Management District's (SCAQMD) rules 403 and 1403 requirements.

The Air Quality Report will need to document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Regional Transportation Improvement Program (RTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. FHWA shall be the lead agency for the review of the Air Quality Report. Coordination with Authority, Caltrans, and FHWA will be necessary to ensure that the proposed Project would not violate/exacerbate air quality in the South Coast Air Basin (SCAB). Coordination with the Caltrans Environmental Engineering Branch will be critical to the timely completion of this study. Prior to issuance of the Draft IS/EA, FHWA approval will be required.

Deliverables:

- Draft and Final Air Quality Report for the Project (10 copies of draft, 10 copies of final, original of final)

Supporting Documentation including backup data/documentation for the Emission FACTor (EMFAC) and CALINE4 model runs.

### **3.4-2e Paleontology Identification/Evaluation Report**

**Purpose:** A number of federal statutes specifically address paleontological resources, their treatment, and funding for mitigation as a part of federally authorized or funded projects (e.g., Antiquities Act of 1906 [16 USC 431-433], Federal-Aid Highway Act of 1935 [20 USC 78]). Under California law, paleontological resources are protected by CEQA, the California Code of Regulations, Title 14, Division 3, Chapter 1, Sections 4307 and 4309, and Public Resources Code Section 5097.5.

**Methodology:** A paleontology literature study shall be undertaken, following the Caltrans Environmental Handbook, Volume I, Chapter 8 to determine the presence/absence of paleontological resources.

Deliverables:

Paleontology Literature Study (10 copies of draft, 10 copies of final, original of final)

**3.4-2f Cultural Resources Studies (HPSR, HRER, and ASR) & Native American Consultation**

**Purpose:** In accordance with Caltrans, FHWA, and the State Historic Preservation Officer (SHPO) requirements, a Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER) will be prepared to support the IS/EA. These documents shall be prepared in conformance with current requirements, as outlined in the Caltrans Environmental Handbook, Volume 2. In addition, Native American consultation is to ensure that proper coordination takes place early in the environmental documentation process.

**Methodology:** Where applicable, these documents shall comply with requirements of Section 106 of the National Historic Preservation Act and its relationship to Section 4(f) of the Department of Transportation Act, and at the state level, the CEQA and the Public Resources Code. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this study.

The HPSR, HRER and ASR shall adhere to the Section 106 Programmatic Agreement (PA) that governs Caltrans cultural resources actions on federally-assisted state and local projects. All actions taken under the Section 106 PA must be conducted by or under the supervision of Caltrans Professionally Qualified Staff (PQS).

The Consultant shall adhere to pertinent legislation and regulations that address Native American concerns and resources, including the federal and state Native American Graves Protection and Repatriation Act. This will include the policy and procedures for obtaining a Native American Monitor, the roles of Monitors and Most Likely Descendants, and the issue of confidentiality relative to Native American cultural resources. The Consultant shall document at least two attempts made to contact the appropriate Native American tribe(s) within the proposed project area. Under NEPA delegation, Native American Consultation has not been delegated to Caltrans. FHWA will conduct government to government consultation.

Deliverables:

- Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), Archaeological Survey Report (ASR), and supporting documents (10 copies of draft, 10 copies of final, original of final)
- Native American Coordination Documented in the HPSR, ASR, and HRER

### **3.4-2g APE Map/Records Search**

**Purpose:** The Consultant shall prepare an Area of Potential Effects (APE) map delineating direct and indirect cultural resources impacted areas. This shall be done in accordance with Caltrans Environmental Handbook, Volume 2.

**Methodology:** The APE map shall be at an appropriate scale and approval shall be obtained from the Caltrans District Archaeologist and Project Manager. Archaeological and historic property surveys of the project's APE will be completed as part of the HPSR, ASR, and HRER document preparation process.

Deliverables:

- Draft and Final APE map for the Project (10 copies each)
- Approved APE for inclusion and delineating the analyses in the HPSR, ASR, and HRER

### **3.4-2h Initial Site Assessment (ISA)**

**Purpose:** The Consultant shall prepare an Initial Site Assessment (ISA) for the Project building on and including reference to information obtained from previous analysis prepared in support of the PSR/PDS. The ISA will be prepared to support the IS/EA.

**Methodology:** The Consultant shall complete the ISA taking into account the analysis already conducted as part of the PSR/PDS. Also, the Consultant shall obtain from Caltrans and other entities any relevant hazardous waste investigations work prepared for other projects in the area. The analysis work shall be based on the ISA format as generally described in the Caltrans PDPM (current edition), Caltrans Environmental Handbook, Volume I, Chapter 10, and the guidelines as set forth in the American Society for Testing and Materials Designation E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study.

The scope of work shall consist of the following:

- A review of available project area information including taking into account findings from the PSR/PDS
- A review of historical aerial photographs (1928 to 1956) available from the Fairchild Aerial Photography Collection at Whittier College, Whittier, California
- A review of historical aerial photographs (1952 to 1995) available from the Continental Aerial Photography Collection in Cypress, California
- Completion of the Caltrans ISA Checklist as referenced in the Caltrans PDPM
- A review of an environmental database records search provided by Vista Information Solutions, Inc. (Vista), Environmental Database Resources, Inc. (EDR), or a similar database search report (subject to prior approval by Authority Project Manager)
- A review of the information from the County Health
- Department pertaining to any potentially affected properties
- A site reconnaissance and completion of Property Transaction Screen Questionnaires accompanied with photographic coverage
- Determine, if any, the need for a Phase II site assessment
- Remediation recommendations for affected properties

Deliverables:

- Draft and Final ISA for the Project (10 copies of draft, 10 copies of final, original of final)
- Caltrans ISA Checklist
- Site Location Map and Site Visit Notes (10 copies of draft, 10 copies of final)
- Environmental Database Search by Vista, EDR, or similar database search report (subject to prior approval by Authority Project Manager)
- Transaction Screen Questionnaires
- Selected Site Photographs (10 copies of each)
- Hazardous Materials assessment evaluation including Aerially Deposited Lead (ADL) contaminants and supporting



documentation (10 copies of draft, 10 copies of final, original of final)

**3.4-2i Biological Study (Natural Environment Study)**

**Purpose:** A Natural Environment Study (NES) shall be prepared in accordance with the Caltrans Environmental Handbook, Volume 3, to document and evaluate the natural habitat in the project area, and determine whether the proposed project would result in impacts on sensitive species/habitat, and waters of the United States to support the IS/EA. The NES shall be prepared using the Caltrans prescribed format, available on the Standard Environmental Reference website. If there are endangered species, then a Biological Assessment will be required.

**Methodology:** The Consultant shall coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 (individual or nationwide) permit and Section 1602 Agreement (Streambed Alteration Agreement). The Consultant shall also coordinate with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to identify state and federally listed threatened and endangered species potentially in the area. A Section 402 permit may also be required for the Project.

The Consultant shall identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFG, United State Army Corps of Engineers (ACOE), etc. will be necessary under the guidance of the Caltrans Environmental Planning unit.

Many cities and counties within California have tree preservation ordinances and local land use policies with which transportation agencies and their agents must comply. During the planning phases, there should be a thorough investigation to determine if such ordinances or regulations apply.

**Deliverables:**

- NES and supporting documentation including but not limited to: field surveys, and documentation of coordination efforts with state and federal resources agencies and a Biological Assessment if required (10 copies of draft, 10 copies of final, original of final).

**3.4-2j Traffic Impact/Circulation Study**

**Purpose:** The Consultant shall analyze the traffic/circulation impacts of the Project utilizing the OCTAM, Highway Capacity Manual, and Intersection Capacity Utilization methodologies. The Traffic/Circulation Study shall be prepared in accordance with Caltrans Traffic Manual, the HOV Guidelines, the Highway Capacity Manual, and the Ramp Meter Design Guidelines.

**Methodology:** Available data, reports, and relevant studies shall be reviewed in the preparation of the Traffic/Circulation Impact Study. Existing and future deficiencies in the arterial system or traffic control devices shall be identified. In addition, Project related impacts and mitigation measures shall be identified. This work shall take into consideration the previous analyses that have been prepared to support the PSR/PDS. The current and forecasted design year traffic data shall be presented in the following formats: Annual Average Daily Traffic (AADT), peak month Average Daily Traffic (ADT), peak hour and peak hour directional split — including percentage of trucks, if appropriate. Also, discussion of the growth assumptions that provided the basis for the forecast should be included.

The most recent three-year accident history by type, as well as the comparable breakdown of the state-wide average accident rates for similar facilities shall be included (e.g., TASAS table B, C, and C[wet] data). Coordination with the Caltrans Traffic Operations unit will be critical to the timely completion of this study.

**Deliverables:**

Draft and Final Traffic/Circulation Impact Report for the Project (10 copies of draft, 10 copies of final, original of final)

### **3.4-2k Preliminary Geotechnical Report (PGR)**

**Purpose:** To identify and address the impacts of topography, geology, soils, and seismic activity on the Project.

**Methodology:** The Consultant shall prepare a Preliminary Geotechnical Report following latest Caltrans Guidelines for Preparing Geotechnical Design Reports. The Preliminary Geotechnical Report should include information about existing reinforced concrete structures or Mechanically Stabilized Earth walls (material type, condition, age, name and bridge number, etc.) and describe any visible evidence of distress caused by the environment. For example, the evidence of distress can be

described by a simple statement such as: "concrete cracking and rust stains in substructure."

Environmental Handbook, Volume 1. The analysis should include information on the regional and local geologic setting, topography, significant landforms, soil types and thickness of soil or depth to bedrock, geologic hazards, soil/rock types, geologic structures, groundwater conditions, and other relevant properties, such as erosion potential and mineral economic resources. Suggested reference materials include, but are not limited to:

- U.S. Department of Agricultural (USDA) or National Forest Service maps should be consulted for information on soil types in the project vicinity, or from other sources if available.
- The Caltrans California Seismic Hazard Map (1996; currently being revised) should be consulted for information on locations of major earthquake faults, the maximum credible (magnitude) earthquake, and expected ground motion at a particular site.
- The California Geological Survey (CGS) [[www.consrv.ca.gov/CGS/](http://www.consrv.ca.gov/CGS/)] should be consulted for additional information in earthquake faults and seismic hazards if needed, mineral resources, and oil, gas, and geothermal resources.

Deliverables:

Preliminary Geotechnical Report and supporting documentation (10 copies of draft, 10 copies of final, original of final).

### **3.4-2I Relocation Impact Statement**

**Purpose:** The Consultant shall prepare a Relocation Impact Statement (RIS), in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the IS/EA.

**Methodology:** The RIS shall identify the potential displacement of adjacent commercial/businesses/residential properties, and include a discussion of the impacts to these businesses/properties as a result of the proposed Project. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the

Caltrans Right-of-Way Division will be critical to the timely completion of this study.

Deliverables:

- Draft and Final RIS for the Project (10 copies of draft, 10 copies of final, original of final and electronic copy)

### **3.4-2m Community Impact Assessment**

Purpose: To identify the socioeconomic effects of the Project on neighborhoods, cities, and minority or low-income populations.

Methodology: Prepare Environmental Justice Analysis in accordance with Caltrans SER and CEQA guidelines. Prepare Socioeconomics Analysis in accordance with Caltrans SER, Volume 4 of the Caltrans Environmental Handbook and CEQA guidelines.

Deliverables:

Community Impact Assessment (10 copies of draft, 10 copies of final, original of final)

### **3.4-2l Growth Inducement and Cumulative Impacts Analysis**

Purpose: To determine if the Project would induce growth or contribute to cumulative impacts.

Methodology: Data collected for other analyses shall be used to identify if the proposed transportation improvements would potentially induce population and development growth beyond that envisioned in local planning and zoning documents, and whether cumulative impacts would occur.

The improved access proposed by this Project could facilitate in the growth of business development in the area. Analysis shall investigate whether the level of growth is consistent with local planning documents for the area. The proposed Project may be implemented at the same time as other proposed projects in the area. Construction-related activities such as road closures may need to be coordinated to avoid unexpected traffic congestion or conflicting detour plans (cumulative impacts). Mitigation measures shall be recommended to minimize impacts commensurate with the Project's contribution to the impact.

Deliverables:

Growth Inducement and Cumulative Impacts Analysis (10 copies of draft, 10 copies of final, original of final).

### **3.4-3 Final Technical Reports**

**Purpose:** To incorporate Authority and Caltrans review comments into the Draft Technical Reports.

**Methodology:** For each technical report itemized below, Consultant shall incorporate Authority and Caltrans review comments to the draft versions. To facilitate this effort, Consultant shall discuss comments with the applicable reviewers as needed for clarification and direction.

**Deliverables:** (10 copies of draft, 10 copies of final, camera-ready original of final, 2 copies in electronic format [Microsoft word and excel, and Adobe Acrobat Reader])

- 3.4-2a Visual Impact Assessment
- 3.4-2b Water Quality Assessment
- 3.4-2c Traffic Noise Study/Noise Abatement Decision Report (NADR)
- 3.4-2d Air Quality Report
- 3.4-2e Cultural Resources Studies (HPSR, HRER and ASR) & Paleontology Identification/Evaluation Report
- 3.4-2f Native American Consultation
- 3.4-2g APE Map/Records Search
- 3.4-2h Initial Site Assessment (ISA)
- 3.4-2i Biological Resources (Natural Environment Study)
- 3.4-2j Traffic Impact/Circulation Study
- 3.4-2k Preliminary Geotechnical Report
- 3.4-2l Relocation Impact Statement
- 3.4-2m Community Impact Assessment
- 3.4-2n Growth Inducement and Cumulative Impacts Analysis

### **3.4-4 Screencheck Draft IS/EA (accompanied by FHWA Draft Environmental Document Checklist)**

**Purpose:** A screencheck Draft IS/EA shall be prepared in accordance with the Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. Concurrent with the aforementioned technical analyses, the Consultant shall prepare the screencheck Draft IS/EA

incorporating the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project.

**Methodology:** The screencheck Draft IS/EA shall fully utilize and update as appropriate the previous environmental analyses prepared to support the PSR/PDS. This document shall be provided to Authority and Caltrans for the appropriate reviews (e.g., Caltrans District, Headquarters, and Legal reviews, accompanied by the completed Environmental Document Preparation and Review Tool. Once Authority, Caltrans, and FHWA provide comments on the document, the Consultant shall revise the document appropriately. The revised screencheck Draft IS/EA will then be resubmitted to the Authority and Caltrans for approval. The Consultant shall prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the screencheck Draft IS/EA. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this document. Once Authority and Caltrans District 12 are satisfied with the document, the next round of reviews would commence, i.e. NEPA QC, legal reviews, and CT Headquarters liaisons. Once all reviews have been completed, the District 12 Environmental Branch Chief will certify that the document is ready for public circulation.

**Deliverables:**

- Screencheck Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents for Authority and Caltrans to review/comment. (15 copies, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Draft Technical Studies (5 copies)

**3.4-5 Draft IS/EA (accompanied by FHWA Draft Environmental Document Checklist)**

**Purpose:** To incorporate Authority and Caltrans review comments to the Screencheck.

**Methodology:** The revised screencheck Draft IS/EA along with the Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents and response-to-comments matrix shall be resubmitted to Authority and Caltrans for approval to publicly circulate. Following approval by Caltrans and FHWA, the approved Draft IS/EA will be distributed to agencies and the public for review and comment. The Consultant will be responsible for

updating the distribution list. Consultant shall submit six copies of the Draft IS/EA to request for approval from Authority and Caltrans.

Deliverables:

- Approved Draft IS/EA for the Project (21 copies, Original, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Draft Technical Studies (5 copies)
- All files should be filed in accordance with the Uniform Filing System and should be submitted to Caltrans.

### **3.4-6 Public Outreach Support and Draft IS/EA Public Meeting**

Purpose: To receive agency and public comments on the Draft IS/EA.

Methodology: The Consultant shall provide support the Public Outreach efforts, and take the lead on providing a public meeting during the Draft IS/EA public review period, following procedures as required by CEQA/NEPA and the Caltrans Environmental Handbook. The Consultant shall be responsible for providing the public notice and coordinating the public meeting, including handouts, materials, presentation boards, etc. In coordination and consultation with Authority and Caltrans, the Consultant will also be responsible for ensuring that copies of the Draft IS/EA are available for review/comment at city halls and libraries along the project corridor. The Consultant shall be responsible for posting newspapers advertisement of the project in accordance with CEQA/NEPA (e.g., Los Angeles Times Orange County Edition, Orange County Register, and Excelsior). This shall include a minimum of 75 copies of the Draft IS/EA and ten sets of the technical studies (see Caltrans SER, Chapter 37 for distribution list). The Consultant shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during CEQA/NEPA public review process. The Consultant will coordinate with Caltrans for distributing the draft and final environmental document.

Deliverables:

- Draft IS/EA (75 copies)
- Technical Studies (10 copies)
- Notification (e.g., newspapers advertisements) for the Draft IS/EA Public Meeting, including mailing list of addresses and contacts, including mailing
- Public Hearing including handouts, visual displays and other materials as well as the presence of a court reporter.

- Documentation and gathering of public comments for the Project records (10 copies)
- Submittal of the Draft IS/EA to the State Clearinghouse (in an electronic format subject to their guidance).

**3.4-7 Prepare Response to Comments Matrix**

Purpose: To document the responses to comments on the Draft IS/EA.

Methodology: The Consultant shall be responsible for maintaining documentation and providing the adequate response to internal and public comments on the Project and Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made shall be included in the revised screencheck and anticipated Final MND/FONSI. The response-to-comments matrix shall be provided to Authority and Caltrans for review and concurrence prior to finalization of the screencheck and anticipated Final MND/FONSI.

Deliverables:

- Response to Comments Matrix (10 copies)

**3.4-8 Screencheck Anticipated Final MND/FONSI (accompanied by FHWA Draft Environmental Document Checklist)**

Purpose: A screencheck anticipated Final MND/FONSI shall be prepared in accordance with the Caltrans SER, Caltrans Environmental Handbook, FHWA Technical Advisory T6640.8A, and CEQ regulations. The IS/EA shall be prepared using the latest Caltrans environmental document template. Concurrent with the aforementioned technical analyses, the Consultant shall prepare the screencheck anticipated Final MND/FONSI incorporating the public comments, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the project.

Methodology: The screencheck anticipated Final MND/FONSI shall be provided to Authority, Caltrans, and FHWA for the appropriate reviews (e.g., Caltrans District, Headquarters, and Legal reviews, and FHWA California Division and Legal reviews), accompanied by the completed Environmental Document Preparation and Review Tool and External QC Certification Sheet for final environmental documents. The revised anticipated Final MND/FONSI will then be resubmitted to Caltrans for approval. Caltrans will seek formal approval from FHWA for the responsibilities that have not been delegated under the NEPA Delegation, including FHWA's air quality conformity responsibilities (MOU 3.2.4) and government to government consultation with Indian



tribes (MOU 3.2.3). The Consultant shall prepare a response-to-comments matrix indicating how and where the public comments have been addressed in the screencheck anticipated Final MND/FONSI.

Deliverables:

- Screencheck anticipated Final MND/FONSI for the Project along with the External QC sheet and the Environmental Document Review Checklist (15 copies, Original, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Final Technical Studies (5 copies)
- Files per Uniform Filing System

**3.4-9 Final Anticipated MND/FONSI (accompanied by FHWA Draft Environmental Document Checklist)**

Purpose: To document the selection of the Preferred Alternative, timing and responsibility of mitigation measures identified in the MND/FONSI.

Methodology: Following review by the Authority and Caltrans, the Consultant shall revise the screencheck anticipated Final MND/FONSI. Six copies of the revised anticipated Final MND/FONSI along with the final environmental documents and response-to-comments matrix shall be resubmitted to Authority and Caltrans for approval. Following approval by Caltrans and FHWA, the anticipated Final MND/FONSI shall be made available to the public upon request. The Consultant will be responsible for updating the distribution list.

Deliverables:

- Approved anticipated Final MND/FONSI for the Project (21 copies, Original, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Final Technical Studies (5 copies)
- Files should be submitted to Caltrans in accordance with the Uniform Filing System

**3.4-10 Prepare Notice of Determination (NOD)**

Purpose: To complete the CEQA environmental process.

Methodology: Upon approval of the anticipated Final MND/FONSI, the Consultant shall prepare the Notice of Determination (NOD) pursuant to CEQA. The NOD will be provided to Authority, and Caltrans for District reviews. The NOD shall indicate the agencies' decision to proceed with the Preferred Alternative and include responses to public comments generated during the Draft IS/EA public review period. The Consultant is

responsible for posting the NOD on the State Clearinghouse and coordinating with Caltrans on the process.

**3.4-11 Mitigation, Monitoring and Reporting Record (MMRR)**

Purpose: To ensure environmental commitments are met by 1) recording each environmental mitigation, compensation and enhancement commitment made; 2) specifying how each commitment will be met; and 3) documenting the completion of each commitment.

Methodology: The MMRR brings all relevant environmental compliance information together in a single place, making it easier to track the progress of environmental commitment in the next phases of project development and beyond construction. The MMRR will be initiated in the PA/ED phase but can be updated during any project delivery phase.

Deliverable: Mitigation Monitoring and Reporting Record (MMRR) in Microsoft Excel format including all mitigation measures outlined in the anticipated Final MND/FONSI.

**SECTION 4**  
**PROJECT SCHEDULE**

The products shall be delivered in accordance with the following schedule.

<b>ACTIVITY</b>	<b>DATE</b>
A. Initiate Environmental Studies	May 2009
B. Initiate Draft PR	May 2009
C. Draft PR	May 2010
D. Draft ED	May 2010
E. Final ED	May 2011
F. Final ED (NOD) & PR	May 2011





*BOARD COMMITTEE TRANSMITTAL*

**November 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Approval of Cooperative Agreements for the Northbound Orange Freeway (State Route 57) Widening Projects

Highways Committee Meeting of November 3, 2008

**Present:** Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1282 between the Orange County Transportation Authority and the California Department of Transportation for the California Department of Transportation to provide oversight, at no cost, of the preparation of plans, specifications, and estimates for the northbound Orange Freeway (State Route 57) widening between Orangethorpe Avenue and Lambert Road.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1237 between the Orange County Transportation Authority and the California Department of Transportation for the California Department of Transportation to provide oversight, at no cost, of the preparation of the environmental document, project report, and the final design plans, specifications, and estimates for the northbound Orange Freeway (State Route 57) between Katella Avenue and Lincoln Avenue.





**November 3, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Approval of Cooperative Agreements for the Northbound Orange Freeway (State Route 57) Widening Projects

**Overview**

The Orange County Transportation Authority, in conjunction with the California Department of Transportation, has developed cooperative agreements for the California Department of Transportation to perform oversight of the preparation of the final design on the northbound Orange Freeway (State Route 57) widening between Orangethorpe Avenue and Lambert Road and environmental clearance and final design on the Orange Freeway (State Route 57) northbound widening between Katella Avenue and Lincoln Avenue.

**Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1282 between the Orange County Transportation Authority and the California Department of Transportation for the California Department of Transportation to provide oversight, at no cost, of the preparation of plans, specifications, and estimates for the northbound Orange Freeway (State Route 57) widening between Orangethorpe Avenue and Lambert Road.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1237 between the Orange County Transportation Authority and the California Department of Transportation for the California Department of Transportation to provide oversight, at no cost, of the preparation of the environmental document, project report, and the final design plans, specifications, and estimates for the northbound Orange Freeway (State Route 57) between Katella Avenue and Lincoln Avenue.

***Background***

Proposition 1B, approved by voters on November 7, 2006, established the Corridor Mobility Improvement Account (CMIA) to provide congestion relief, enhanced mobility, improved safety, and stronger connectivity to benefit traveling Californians. In May 2007, the California Transportation Commission approved CMIA funding for the construction of the Orange Freeway (State Route 57) widening projects between Orangethorpe Avenue and Lambert Road and between Katella Avenue and Lincoln Avenue.

The Orange County Transportation Authority (OCTA) is the implementing agency for the preparation of the plans, specifications, and estimates (PS&E) for the northbound State Route 57 between Orangethorpe Avenue and Lambert Road project. The final design, targeted for completion by November 2009, will add one northbound mixed-flow lane and auxiliary lanes at various locations, as well as widen the existing lanes and shoulders to standard widths when feasible.

OCTA is also the implementing agency for the preparation of the environmental document, preliminary engineering, and the final design for the Katella Avenue to Lincoln Avenue project. The environmental document and project report are targeted for completion in August 2009. The project final design is expected to be completed in November 2010.

***Discussion***

Two cooperative agreements (Attachments A and B) have been developed with the California Department of Transportation (Caltrans). The agreement (Attachment A) memorializes prior OCTA actions to fund and initiate the final design cost (PS&E) for the State Route 57 northbound widening project between Orangethorpe Avenue and Lambert Road. The cost of the State of California's (State) Independent Quality Assurance (IQA) will be borne by the State. The purpose of the State's IQA review is to confirm the conformance of the designs to State policies and standards.

Attachment B formalizes prior OCTA commitments and actions to fund the environmental and PS&E for the State Route 57 northbound widening project between Katella Avenue and Lincoln Avenue. The State agrees, at no cost to OCTA, to complete the State's review as California Environmental Lead Agency and National Environmental Policy Lead Agency, if applicable, of the environmental



document. Also, the State agrees to provide IQA during environmental and final design phase of the project.

Fiscal Impact

None.

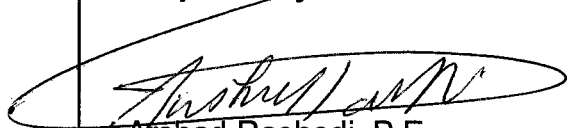
**Summary**

It is requested that the Board of Directors approve the draft cooperative agreements between OCTA and Caltrans for the oversight of design phase on northbound State Route 57 between Orangethorpe Avenue and Lambert Road and environmental and preliminary engineering and final design on the northbound State Route 57 between Katella Avenue and Lincoln Avenue.

**Attachments**

- A. Draft Cooperative Agreement No. C-7-1282 Between the Orange County Transportation Authority and the California Department of Transportation
- B. Draft Cooperative Agreement No. C-7-1237 Between the Orange County Transportation Authority and the California Department of Transportation

**Prepared by:**

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

**Approved by:**

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



**DRAFT COOPERATIVE AGREEMENT**  
**NO. C-7-1282**  
**BETWEEN THE**  
**ORANGE COUNTY TRANSPORTATION**  
**AUTHORITY**

**ATTACHMENT A**

**CALIFORNIA DEPARTMENT OF**  
**TRANSPORTATION**

**12-ORA-57, PM 15.16/21.12**  
**Orange Freeway State Route 57 (SR-57)**

**Widening Project**

**12-0F0300**

**District Agreement No. 12-571**

**COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on \_\_\_\_\_, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as AUTHORITY.

## RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. AUTHORITY desires to make improvements to the State Highway consisting of Widening Northbound State Route 57 (SR-57) from just south from Orangethorpe Avenue to just north of Lambert Road for a total length of 7.9 km (4.9 miles), referred to herein as "PROJECT"..
3. AUTHORITY is willing to fund one hundred percent (100%) of all support costs of Plans, Specifications and Estimates (PS&E)(PROJECT Development) of PROJECT, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT development will be borne by STATE..
4. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
5. The parties hereto entered into Agreement No. 12-536, on June 4, 2007. Said Agreement defining the terms and a condition for PA&ED for PROJECT.
6. PROJECT Right of Way and construction will be the subject of a separate future agreement or agreements.
7. The parties now define herein below the terms and conditions under which PROJECT is to be designed, and financed.

## SECTION I

### AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all PROJECT development costs except for costs of STATE's IQA.
2. All PROJECT Development work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
3. All PROJECT Development work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
4. To have detailed Plans, Specifications, and Estimates (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
5. To permit STATE to monitor, participate, and oversee the selection of consultant who will prepare the PS&E. AUTHORITY agrees to consider any request by STATE to discontinue the services of any consultant personnel considered by STATE to be
6. unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
7. Personnel who prepare the PS&E, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction, and/or to make design revisions for contract change orders.
8. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the SHS right of way to perform surveying and other investigative activities required for preparation of the PS&E.
9. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
10. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements

- with the owners of such facilities for their timely accommodation, protection, relocation, or removal.
11. The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
  12. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the SHS right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.
  13. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
  14. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans prepared by AUTHORITY or AUTHORITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 .dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide AUTHORITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 17 of Section III of this Agreement.
  15. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
  16. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

17. To submit to STATE a list of STATE horizontal and vertical control monuments which will be used to control surveying activities for PROJECT.

## **SECTION II**

### **STATE AGREES:**

1. At no cost to AUTHORITY, to provide Independent Quality Assurance (IQA) of all AUTHORITY work necessary for completion of the PS&E for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the PS&E for PROJECT.
2. Upon proper application by AUTHORITY, and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's Independent Quality Assurance (IQA) is defined as providing STATE policy and procedural guidance through to completion of the PROJECT plans, specifications and estimates (PS&E) phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

3. The Project Report (PR) for PROJECT, approved on November 30, 2007 is by this reference, made an express part of this Agreement.
4. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached to and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be made by a formal amendment to this Agreement executed by the parties hereto.
5. The basic design features as defined in Attachment 1 shall comply with those addressed in the Project Report (PR), unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA).
6. The design for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE'S Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
7. Detailed steps in the project delivery process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff.
8. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid by AUTHORITY, as a PROJECT cost.
9. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
10. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
11. If, during preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires



additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks.

12. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
13. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
14. The party that discovers HM will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to Hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

15. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

16. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

17. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
18. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.

19. A separate Cooperative Agreement or agreements will be required to address responsibilities and funding for the Right of Way and Construction phases of PROJECT.
20. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
21. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
22. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
23. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
24. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
25. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on July 1, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA ORANGE COUNTY TRANSPORTATION AUTHORITY

Department of Transportation  
WILL KEMPTON  
Director of Transportation

By \_\_\_\_\_  
ARTHUR T. LEAHY  
Chief Executive Officer, OCTA

By \_\_\_\_\_  
JIM BEIL  
Deputy District Director  
Capital Outlay  
District 12

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_  
Attorney  
Department of Transportation

By \_\_\_\_\_  
KENNARD R. SMART  
General Counsel, OCTA

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS

Approved:

Date:

By: \_\_\_\_\_  
Accounting Administrator

\_\_\_\_\_  
KIA MORTAZAVI  
Executive Director, Development

CERTIFIED AS TO FUNDS

By: \_\_\_\_\_  
NEDA SABER  
District Budget Manager



## SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed widening of Northbound SR-57 between 0.7 km south of SR-91 and 0.2 km north of Lambert Road.

1. AUTHORITY and STATE concur that the proposal is a Category 4A as defined in STATE's Project Development Procedures Manual.
2. AUTHORITY will provide the necessary environmental compliance for PROJECT. If, during preliminary engineering or preparation of the PS&E, new information is obtained which requires the preparation of an environmental compliance document, this Agreement will be amended to include completion of these additional tasks by AUTHORITY.
3. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
4. The existing freeway agreement need not be revised.
5. All phases of PROJECT, from inception through construction, whether done by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
6. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff. If there are any conflicts between the Scope of Work and the terms of the Agreement, the terms of the Agreement shall control.

**ATTACHMENT 1**  
**DESIGN PHASE ACTIVITIES**

**RESPONSIBILITY**  
**STATE      AUTHORITY**

**PROJECT ACTIVITY**

**1. PRELIMINARY COORDINATION**

Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
Provide Independent Quality Assurance	X	

**2. ENGINEERING STUDIES AND REPORTS**

Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	
Provide Independent Quality Assurance	X	

**PROJECT ACTIVITY**

<b>3. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES</b>		
Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X
Provide Independent Quality Assurance	X	

## ATTACHMENT 2

### DEFINITIONS

Existing State Route 57 (the Orange Freeway) within the project study limits consists generally of two High Occupancy Vehicle (HOV) lanes and eight mixed-flow lanes; however, the number of lanes varies between individual segments. This freeway extends north from the interchange with interchange 5 and State Route 22 freeways near the boundary between the Cities of Santa Ana and Orange. It passes through the Cities of Orange, Anaheim, Placentia, Fullerton and Brea in Orange County, traverse through the Puente Hills and enters Los Angeles County, continuing to a junction with State Route 60 and further north to a junction with Interstate Routes 10 and 210.

State Route 57 (SR-57) is one of the principle freeways connecting Orange County with the eastern part of Los Angeles County and the adjacent portion of San Bernardino County and directly serves a number of major traffic generators including California State University at Fullerton, the Arrowhead "Pond" of Anaheim, Edison International Field of Anaheim baseball stadium, the Brea Mall Shopping Center and Craig Regional Park. The part of State Route 57 Freeway, which continues north into Los Angeles County directly, serves California State Polytechnic University at Pomona, the Lanterman State Developmental Center and Frank G. Bonelli Regional County Park.

State Route 57 originally was constructed in a series of connecting contracts built approximately thirty years ago as an eight-lane freeway. Approximately ten years ago, the median was paved and the freeway was re-stripped to provide two High Occupancy Vehicle (HOV) lanes, one in each direction. More recently, an HOV direct connector was added at the SR-57/SR-91 interchange to connect the west and north legs of the interchange in both directions. At that time the northbound mixed-flow through lanes immediately north of the SR-57/SR-91 interchange were shifted to the east.



**EXHIBIT B**



**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT**  
**Project Fact Sheet - Project Cost and Funding Plan**  
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

Date: 10-May-07

County	CT District	PPNO *	EA *	Region/MPO/TIP ID *
Orange	12	3788	0F0300	SCAG
Project Title: Widen NB from 0.4 mile north of SR-91 to 0.1 mile north of Lambert Road				

\* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/AMPO

Proposed Total Project Cost								Project Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&ED)	1,662	0	0	0	0	0	0	1,662
PS&E	0	12,240	0	0	0	0	0	12,240
R/W SUP (CT) *	0	200	0	0	0	0	0	200
CON SUP (CT) *	0	0	0	18,360	0	0	0	18,360
R/W	0	1,350	0	0	0	0	0	1,350
CON	0	0	0	106,188	0	0	0	106,188
<b>TOTAL</b>	<b>1,662</b>	<b>13,790</b>	<b>0</b>	<b>124,548</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>140,000</b>

**Corridor Management Improvement Account (CMIA) Program**

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON				70,000				70,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70,000</b>

\* NOTE: R/W SUP and CON SUP to be used only for projects implemented by Caltrans

**Funding Source: Local Funds - Measure M**

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)	1,662							1,662
PS&E		12,240						12,240
R/W SUP (CT) *		200						200
CON SUP (CT) *				18,360				18,360
R/W		1,350						1,350
CON				36,188				36,188
<b>TOTAL</b>	<b>1,662</b>	<b>13,790</b>	<b>0</b>	<b>54,548</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70,000</b>

**Funding Source: Local Funds - Toll Revenues**

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Funding Source:**

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Shaded fields are automatically calculated. Please do not fill these fields.

**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT**  
**Project Fact Sheet - Project Cost and Funding Plan**  
 (dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

County	CT District	PPNO *	EA*	Date:	10-May-07
Orange	12	3788	0F0300	Region/MPO/TIP ID *	SCAG
Project Title: Widen NB from 0.4 mile north of SR-91 to 0.1 mile north of Lambert Road					

\* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

**DRAFT COOPERATIVE AGREEMENT**

**NO. C-7-1237**

**BETWEEN THE**  
**ORANGE COUNTY TRANSPORTATION**

**AUTHORITY**

**AND THE**

**CALIFORNIA DEPARTMENT OF**  
**TRANSPORTATION**

**ATTACHMENT B**

**12-ORA-57, PM 12.25/ PM 15.16**  
**Orange Freeway State Route 57 (SR-57)**  
**Widening Project**  
**12-0F0400**  
**District Agreement No. 12-570**

**COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on \_\_\_\_\_, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as AUTHORITY

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. AUTHORITY desires to make improvements to the State Highway consisting of Widening Northbound State Route 57 (SR-57) between 0.3-mile (mi) south of Katella Avenue Post Mile (PM) 12.25 and 0.3-mi north of Lincoln Avenue PM 15.16 in the City of Anaheim, referred to herein as "PROJECT".
3. AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, of Project Approval and Environmental Document (PA&ED) and Plans Specifications and Estimates (PS&E)(PROJECT Development) of PROJECT except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT development and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review and approval if appropriate of the PROJECT environmental documentation prepared entirely by AUTHORITY, will be borne by STATE.
4. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
5. PROJECT right of way and construction will be the subject of a separate future agreement or agreements.
6. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding the environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable
7. The parties now define herein below the terms and conditions under which PROJECT is to be developed, designed, and financed.

**SECTION I**

**AUTHORITY AGREES:**

1. To fund one hundred percent (100%) of all PROJECT Development costs except for costs of STATE's IQA, STATE's review, comment, and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable.
2. All PROJECT Development work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
3. All PROJECT Development work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
4. To have a Project Report (PR) and detailed Plans, Specifications, and Estimates (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR, and the final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
5. To have all necessary right of way maps and documents used to acquire right of way by AUTHORITY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
6. To permit STATE to monitor, participate, and oversee the selection of consultant who will prepare the PR, conduct environmental studies and prepare environmental documentation, prepare the PS&E and provide right of way engineering services. AUTHORITY agrees to consider any request by STATE to discontinue the services of any consultant personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
7. To submit to STATE for review and concurrence all Right of Way Engineering Land-Net Maps and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps in accordance with STATE's Right of Way Manual, Chapter 6, Right of Way

Engineering, STATE's Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.

8. Personnel who prepare the PS&E and environmental documentation, including the investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, right of way acquisition, construction, and/or to make design revisions for contract change orders.
9. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
10. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the SHS right of way to perform surveying and other investigative activities required for preparation of the PR, environmental documentation, and/or PS&E.
11. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
12. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.
13. The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
14. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the SHS right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.
15. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.



16. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans prepared by AUTHORITY or AUTHORITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 .dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide AUTHORITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 20 of Section III of this Agreement.
17. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
18. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
19. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
20. To submit to STATE a list of STATE horizontal and vertical control monuments which will be used to control surveying activities for PROJECT.

**SECTION II**

**STATE AGREES:**

1. At no cost to AUTHORITY, to complete STATE's review as CEQA Lead Agency and NEPA Lead Agency, if applicable, of the environmental documents prepared and submitted by AUTHORITY and to provide IQA of all AUTHORITY work necessary for completion of the PR and PS&E for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites and all right of way engineering undertaken by AUTHORITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation, PR, and PS&E for PROJECT.
2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's Independent Quality assurance (IQA) is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering, PS&E, and right of way phases administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. The Project Study Report/Project Development Support (PSR/PDS) for PROJECT, approved on 6/1/03 is by this reference, made an express part of this Agreement.
4. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached to and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be made by a formal amendment to this Agreement executed by the parties hereto.
5. The basic design features shall comply with those addressed in the approved PSR/PDS, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA).
6. The design and preparation of environmental documentation and related investigative studies and technical environmental reports for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE.

In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

7. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the Federal Lead Agency for NEPA, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and NEPA. If applicable, AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.
8. If, during preparation of preliminary engineering or preparation of the PS&E, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and/or NEPA if applicable, this Agreement will be amended to include completion of these additional tasks by AUTHORITY.
9. Detailed steps in the project delivery process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff.
10. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid by AUTHORITY, as a PROJECT cost.
11. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
12. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
13. AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental

process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

14. STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if applicable, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other material to be used at the public meetings/hearings.
15. In the event AUTHORITY would like to hold separate and/or additional public meetings regarding the PROJECT, AUTHORITY must clarify in any meeting notices, exhibits, handouts or other material that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at the public meeting/hearing solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.
16. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
17. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.

18. The party that discovers HM will immediately notify the other party(ies) to the Agreement.
19. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.
20. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
21. STATE, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.
22. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.
23. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.
24. Any management activity cost related to HM-2 is a PROJECT construction cost.
25. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
26. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
22. A separate Cooperative Agreement or agreements will be required to address Right of Way, and to cover responsibilities and funding for the construction phase of PROJECT.
23. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
24. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that

AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

25. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
26. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
27. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
28. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on January 30, 2016, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION


ORANGE COUNTY  
TRANSPORTATION AUTHORITY

Department of Transportation  
WILL KEMPTON  
Director of Transportation

By \_\_\_\_\_  
ARTHUR T. LEAHY  
Chief Executive Officer, OCTA

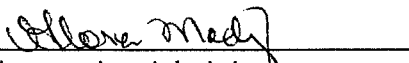
By \_\_\_\_\_  
JIM BEIL  
Deputy District Director  
Capital Outlay  
District 12

APPROVED AS TO FORM AND PROCEDURE

By:   
Attorney  
Department of Transportation

By \_\_\_\_\_  
KENNARD R. SMART  
General Counsel, OCTA

CERTIFIED AS TO FINANCIAL TERMS  
AND CONDITIONS

By:   
Accounting Administrator

By \_\_\_\_\_  
KIA MORTAZAVI  
Executive Director, Development

CERTIFIED AS TO FUNDS

By: \_\_\_\_\_  
NEDA SABER  
District Budget Manager



## SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed Widening Northbound State Route 57 (SR-57) between 0.3-mile (mi) south of Katella Avenue Post Mile (PM) 12.25 and 0.3-mi north of Lincoln Avenue PM 15.16 in the City of Anaheim.

1. AUTHORITY and STATE concur that the proposal is a Category 4A as defined in STATE's Project Development Procedures Manual.
2. AUTHORITY will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by AUTHORITY. Existing traffic data shall be furnished by AUTHORITY.
3. AUTHORITY will provide the necessary environmental compliance for PROJECT. AUTHORITY will perform all studies to document and defend the Categorical Exemption/Categorical Exclusion (CE/CE) determination. STATE will sign the CE/CE determination sheet. If, during preliminary engineering or preparation of the PS&E, new information is obtained which requires the preparation of an environmental compliance document, this Agreement will be amended to include completion of these additional tasks by AUTHORITY.
4. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including preparation of contract documents.
5. The existing freeway agreement need not be revised.
6. All phases of PROJECT, from inception through PS&E, whether done by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
7. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff.

**ATTACHMENT 1  
PLANNING PHASE ACTIVITIES**

<b>PROJECT ACTIVITY</b>	<b>RESPONSIBILITY</b>	
	<b>STATE</b>	<b>OCTA</b>
<b>1. ENVIRONMENTAL ANALYSIS &amp; DOCUMENT PREPARATION</b>		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Review and Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
<b>2. PROJECT GEOMETRICS DEVELOPMENT</b>		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	
<b>3. PROJECT APPROVAL</b>		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	

**ATTACHMENT 2**  
**DESIGN PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	OCTA
<b>1. PRELIMINARY COORDINATION</b>		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
Provide Independent Quality Assurance	X	
<b>2. ENGINEERING STUDIES AND REPORTS</b>		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

RESPONSIBILITY  
STATE      OCTA

**PROJECT ACTIVITY**

3. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

### ATTACHMENT 3

#### DEFINITIONS

Existing State Route 57 (the Orange Freeway) within the project study limits consists generally of two High Occupancy Vehicle (HOV) lanes and eight mixed-flow lanes; however, the number of lanes varies between individual segments. This freeway extends north from the interchange with interchange 5 and State Route 22 freeways near the boundary between the Cities of Santa Ana and Orange. It passes through the Cities of Orange, Anaheim, Placentia, Fullerton and Brea in Orange County, traverse through the Puente Hills and enters Los Angeles County, continuing to a junction with State Route 60 and further north to a junction with Interstate Routes 10 and 210.

State Route 57 (SR-57) is one of the principle freeways connecting Orange County with the eastern part of Los Angeles County and the adjacent portion of San Bernardino County and directly serves a number of major traffic generators including California State University at Fullerton, the Arrowhead "Pond" of Anaheim, Edison International Field of Anaheim baseball stadium, the Brea Mall Shopping Center and Craig Regional Park. The part of State Route 57 Freeway, which continues north into Los Angeles County directly, serves California State Polytechnic University at Pomona, the Lanterman State Developmental Center and Frank G. Bonelli Regional County Park.

State Route 57 originally was constructed in a series of connecting contracts built approximately thirty years ago as an eight-lane freeway. Approximately ten years ago, the median was paved and the freeway was re-striped to provide two High Occupancy Vehicle (HOV) lanes, one in each direction. More recently, an HOV direct connector was added at the SR-57/SR-91 interchange to connect the west and north legs of the interchange in both directions. At that time the northbound mixed-flow through lanes immediately north of the SR-57/SR-91 interchange were shifted to the east.

EXHIBIT B

**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT  
PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA**

County: Orange	Route: 57	PPNO: 3829
Project Title: Widen NB from 0.3 mile south of Katella Avenue to 0.3 mile north of Lincoln Avenue		

We acknowledge the scope, cost, schedule, and benefits as identified on the attached project fact and funding sheets are the baseline for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.

*Arthur T. Leahy*      *5-14-07*  
 \_\_\_\_\_  
 Arthur T. Leahy      Date  
 Chief Executive Officer  
 Orange County Transportation Authority

*Reviewed  
the sheets*

*Will Kempton*      *5/17/07*  
 \_\_\_\_\_  
 Will Kempton      Date  
 Director  
 California Department of Transportation

*John F. Barna, Jr.*      *6-4-07*  
 \_\_\_\_\_  
 John F. Barna, Jr.      Date  
 Executive Director  
 California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT							
Project Fact Sheet							
Lead Agency: OCTA				Fact Sheet Date: 06/10/07			
Contact Person	Arshad Hashedi			Fax Number	714-560-5794		
Phone Number	714-560-5874						
Email Address	Arashodi@octa.net						
<b>Project Information:</b>							
County	Caltrans District	PPNO*	EA*	Region/MPO/TIP ID*	Route / Corridor*	Post Mile Back*	Post Mile Ahead*
Orange	12	3828	0F0400	SCAG	57	12.25	15.17
* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.							
Legislative Districts	Senate: 33			Congressional: 39, 41			
	Assembly: 72						
Implementing Agency (by component)	E&P (PA&ED): OCTA			PS&E: OCTA			
	RAA: CALTRANS			CON: CALTRANS			
Project Title	Widen NB from 0.3 mile south of Katella Avenue to 0.3 mile north of Lincoln Avenue						
Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form) Widen NB from 0.3 rme south of Katella Avenue to 0.3 mile north of Lincoln Avenue for a total length of 2.92 miles. The replacement planning will be split out at the time of vote.							
<b>Description of Major Project Benefits</b>							
Daily Vehicle Hours of Delay Saved	2,311			Hrs.			
Daily Peak Hour Person-Minutes Saved	184,036			Min.			
Other:							
<b>Corridor System Management Plan</b>							Month/Year
Lead Agency:							Caltrans
Plan Adoption Date:							May-08
Plan Implementation Date:							Jun-09
Expected Source(s) of Additional Funding if the Current Funding Plan Proves Insufficient Additional Measure funds would be used.							
<b>Project Delivery Baseline (Milestones)</b>							Month/Year
Begin Environmental Phase (PA&ED)							Jul-07
Draft Environmental Document Milestone			Document Type: ND/FONS				Feb-09
Draft Project Report Milestone							Feb-09
End Environmental Phase (PA&ED Milestone)							Jul-09
Begin Design Phase							Jun-08
End Design Phase (Plans, Specifications, and Estimates Milestone) <i>FTL</i>							Nov-10
Begin Right-of-Way							Jul-09
End Right-of-Way (Right-of-way Certification Milestone)							Nov-10
Begin Construction Phase							May-11
End Construction Phase (Construction Contract Acceptance Milestone)							Jan 15
Begin Closeout Phase							Jan-15
End Closeout Phase (Closeout Report Milestone)							Jan-15

NOTE: The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of the CMIA Fact Sheet. The CTC/CMIA Guidelines and a template of this Project Fact Sheet are available at <http://www.ctc.ca.gov/hq/transprog/> and at: <http://www.ctc.ca.gov/>

**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT**  
**Project Fact Sheet - Project Cost and Funding Plan**  
 (dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

Date: 10-May-07

County	CT District	PPNO *	EA*	Region/MPO/TIP ID *
Orange	12	3829	0F0400	SCAG
Project Title: Widen NB from 0.3 mile south of Katsilla Avenue to 0.3 mile north of Lincoln Avenue				

\* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MAPO

Proposed Total Project Cost								Project Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&ED)		1,176	0	0	0	0	0	1,176
PS&E		0	3,528	0	0	0	0	3,528
R/W SUP (CT) *		0	150	0	0	0	0	150
CON SUP (CT) *		0	0	0	5,292	0	0	5,292
R/W		0	0	1,540	0	0	0	1,540
CON		0	0	0	29,400	0	0	29,400
<b>TOTAL</b>		<b>1,176</b>	<b>3,678</b>	<b>1,540</b>	<b>34,692</b>	<b>0</b>	<b>0</b>	<b>41,086</b>

Corridor Management Improvement Account (CMIA) Program								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *					5,292			5,292
R/W								0
CON					14,794			14,794
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,086</b>	<b>0</b>	<b>0</b>	<b>20,086</b>

\* NOTE: R/W SUP and CON SUP is used only for projects implemented by Caltrans

Funding Source: Local Funds - Measure M								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)		1,176						1,176
PS&E			3,528					3,528
R/W SUP (CT) *			150					150
CON SUP (CT) *								0
R/W				1,540				1,540
CON					14,606			14,606
<b>TOTAL</b>	<b>0</b>	<b>1,176</b>	<b>3,678</b>	<b>1,540</b>	<b>14,606</b>	<b>0</b>	<b>0</b>	<b>21,000</b>

Funding Source: Local Funds - Toll Revenues								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Shaded fields are automatically calculated. Please do not fill these fields.



**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT**  
**Project Fact Sheet - Project Cost and Funding Plan**  
 (dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

Date: 10-May-07

County	CT District	PPNO *	EA *	Region/MPO/TIP ID *
Orange	12	3829	0F0400	SCAG
Project Title: Widen NB from 0.3 mile south of Katella Avenue to 0.3 mile north of Lincoln Avenue				

\* NOTE: PPNO and EA assigned by Calltrans. Region/MPO/TIP ID assigned by RTP/MPO

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.







BOARD COMMITTEE TRANSMITTAL

**November 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Approval to Release Request for Proposals for Engineering Plan Check and Design Review Services for Railroad Grade Separation Projects

Highways Committee Meeting of November 3, 2008

**Present:** Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Approve the release of Request for Proposals No. 8-1272 for engineering plan check and design review services for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue railroad grade separation projects.
- B. Approve the proposed evaluation criteria and weightings.



**November 3, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Approval to Release Request for Proposals for Engineering Plan Check and Design Review Services for Railroad Grade Separation Projects

**Overview**

Orange County Transportation Authority staff has developed a draft request for proposals to initiate a competitive procurement process to retain design consultants to provide engineering plan check and design review services for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue railroad grade separation projects.

**Recommendations**

- A. Approve the release of Request for Proposals No. 8-1272 for engineering plan check and design review services for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue railroad grade separation projects.
- B. Approve the proposed evaluation criteria and weightings.

**Background**

The California Transportation Commission approved \$183 million for seven railroad grade separation projects in Orange County under the Trade Corridors Improvement Fund program. This amount is matched with \$74 million of federal funding and \$160 million of local funding, for a total investment of \$417 million funding for the seven railroad grade separation projects.

On June 23, 2008, Orange County Transportation Authority (Authority) staff presented an implementation plan for the projects. This plan identified that the five grade separation projects, primarily within the city boundaries of Placentia, would be managed by the Authority. These locations include Placentia Avenue,

Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue. The plan also identified that the City of Fullerton would take the lead for the Raymond Avenue and State College Boulevard grade separation projects with an oversight element by the Authority.

On October 27, 2008, the Authority selected five design firms to design the five grade separation projects in Placentia. The final design of the five projects is expected to begin in January 2009 with a target of starting construction of the first project by October 2010.

***Discussion***

The Authority is seeking proposals from qualified consultant firms to perform an independent engineering plan check and design review for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue grade separation projects. Independent engineering plan check and design review services are required to support the Authority during the preparation of the plans, specifications, and estimates for each project.

For state highway projects, these design review services are normally provided by the California Department of Transportation (Caltrans). Since the grade separations are on local streets, Caltrans will not be involved in checking the designs. Although the three cities involved in the projects will review the final construction drawings in order to issue building permits to the contractor, these reviews are not normally done to the extent needed to identify design oversights or constructability issues. Given the magnitude and complexity of these projects, the concurrent processing of design packages, and the high construction dollar value of the projects, staff is recommending the use of an independent design review firm to minimize the potential risk of costly problems on the jobs.

The role of the independent review firm will be to provide engineering services for plan checking, design review, value engineering, and constructability review of the five grade separation projects. This firm is expected to be independent of the designer of record for the projects in order to enhance the quality and appropriateness of a design package prior to going to bid for construction.

On April 23, 2007, the Board of Directors (Board) adopted procurement procedures and policies requiring the Board to approve all requests for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is hereby submitting for Board approval the release of the

RFP and the evaluation criteria and weights which will be used to evaluate proposals received in response to the RFP. The proposed evaluation criteria and weights are as follows:

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

The evaluation criteria are consistent with weightings developed for similar architectural and engineering (A&E) procurements. In developing the criteria and weights, several factors were considered. Staff proposed giving the greatest importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are critical to the successful performance of the project. Likewise, staff would assign a high level of importance to the work plan, as the technical approach and understanding of the project is critical to developing realistic schedules and work approaches. As this is an A&E procurement, price is not an evaluation criteria pursuant to state and federal law.

The RFP will be released upon Board approval of these recommendations.

#### **Fiscal Impact**

The cost of the plan check and design review services for the projects is included in the Authority's Fiscal Year 2008-09 Budget, Development Division, accounts 0017-7519-SO203-PPJ, 0017-7519-SO202-PPJ, 0017-7519-SO206-PPJ, 0017-7519-SO204-PPJ, and 0017-7519-SO205-PPJ, and is funded through Renewed Measure M.

#### **Summary**

It is requested that the Board approve the release of the RFP and the proposed evaluation criteria and weightings to evaluate proposals received in response to the RFP for engineering plan check and design review services for the Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue grade separation projects.

***Attachment***

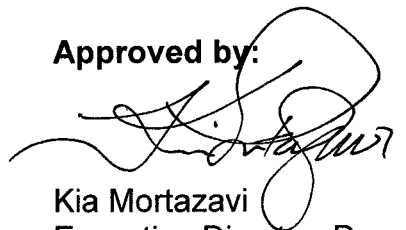
- A. Request for Proposals (RFP) No. 8-1272 – Engineering Plan Check & Design Review Services for Railroad Grade Separation Projects

**Prepared by:**



M. Joseph Toolson  
Program Manager  
(714) 560-5406

**Approved by:**



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



REQUEST FOR PROPOSALS (RFP) 8-1272

**Engineering Plan Check & Design Review  
Services for Railroad Grade Separation  
Projects**



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

Key RFP Dates

<b>Issue Date:</b>	<b>November 10, 2008</b>
<b>Pre-Proposal Conference Date:</b>	<b>November 19, 2008</b>
<b>Question Submittal:</b>	<b>November 26, 2008</b>
<b>Proposal Submittal Date:</b>	<b>December 11, 2008</b>
<b>Interview Date:</b>	<b>January 13, 2009</b>

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CHIEF EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

November 10, 2008

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 8-1272: Engineering Plan Check & Design Review  
Services for Railroad Grade Separation Projects**

Gentlemen/Ladies:

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide engineering plan check, design review, value engineering/analysis, and constructability/bid-ability review for five railroad grade separation projects.

Authority has obtained funding through the Trade Corridor Improvement Fund (TCIF) program for five railroad grade separation projects along the Orangethorpe rail corridor. Authority is currently proceeding with the development of plans, specifications and estimates for these projects.

The estimated cost for this project is approximately \$2,000,000.

**Proposals must be submitted at or before 2:00 p.m. on December 11, 2008.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: David A. Christianson, Principal Contract Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: David A. Christianson, Principal Contract Administrator**

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

Parties interested in obtaining a copy of this Request for Proposals (RFP) 8-1272 may do so by faxing their request to (714) 560-5792, or e-mail your request to [rfp\\_ifb\\_Requests@octa.net](mailto:rfp_ifb_Requests@octa.net) or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 8-1272

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

To receive all further information regarding this RFP 8-1272, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Architectural & Engineering Design Consulting Traffic Planning Consulting Consultant Services - General
Professional Services	Architect Services, Professional Buildings – Architectural Design Engineering - Architectural Engineering – Civil Engineering – Environmental Engineering – General Engineering – Mechanical Engineering – Right of Way Engineering – Structural Engineering – Traffic Engineering Drawings Environmental – Architectural Graphic Design – Architectural Land Surveying

Landscape Architectural  
Railroad; Rapid Transit; Monorail  
– Architectural  
Tunnels and Subways –  
Architectural

A pre-proposal conference will be held on November 19, 2008 at 3:00 p.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established **January 13, 2009** as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible. The Offeror will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

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

Sincerely,

David A. Christianson  
Principal Contract Administrator  
Contracts Administration & Materials Management

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

**SECTION I. INSTRUCTIONS TO OFFERORS****A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on November 19, 2008 at 3:00 p.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are strongly encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

David A. Christianson, Principal Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street, P.O. Box 14184  
Orange, CA 92863-1584

Phone: 714.560.5006, Fax: 714.560.5792, or E-Mail: dchristianson@octa.net

**E. CLARIFICATIONS****1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter, which will be sent to all firms registered on CAMMNet under the commodity codes specified in this RFP.

## 2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., November 26, 2008.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California.
  - (3) Facsimile: The Authority's fax number is (714) 560-5792.
  - (4) E-Mail: David A. Christianson, Principal Contract Administrator e-mail address is [dchristianson@octa.net](mailto:dchristianson@octa.net).

## 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than. Offerors may download responses from CAMM NET at [www.octa.net/cammnet](http://www.octa.net/cammnet), or request responses be sent via U.S. Mail by e-mailing or faxing the request to David A. Christianson, Principal Contract Administrator.

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Architectural & Engineering Design Consulting Traffic Planning Consulting Consultant Services - General



Professional Services

Architect Services, Professional  
Buildings – Architectural Design  
Engineering - Architectural  
Engineering – Civil  
Engineering – Environmental  
Engineering – General  
Engineering – Mechanical  
Engineering – Right of Way  
Engineering – Structural  
Engineering – Traffic  
Engineering Drawings  
Environmental – Architectural  
Graphic Design – Architectural  
Land Surveying  
Landscape Architectural  
Railroad; Rapid Transit; Monorail  
– Architectural  
Tunnels and Subways –  
Architectural

Inquiries received after 5:00 p.m., November 26, 2008, will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on December 11, 2008**

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

**2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: David A. Christianson, Principal Contract Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: David A. Christianson, Principal Contract Administrator**

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

**3. Identification of Proposals**

Offeror shall submit an **original and seven (7) copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**“RFP 8-1272: Engineering Plan Check & Design Review Services for Railroad Grade Separation Projects”**

**4. Acceptance of Proposals**

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

**G. PRE-CONTRACTUAL EXPENSES**

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

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

1. Preparing its proposal in response to this RFP;

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense type contract.

**L. PREVAILING WAGES**

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

**M. PROHIBITION**

The following restrictions applies to this procurement: firms who have, or will, be awarded an agreement to provide design services for the Kraemer Boulevard Railroad Grade Separation Project, the Placentia Avenue Railroad Grade Separation Project, the Lakeview Avenue Railroad Grade Separation Project, the Orangethorpe Avenue Railroad Grade Separation Project, and/or the Tustin Avenue / Rose Drive Railroad Grade Separation Project (whether as a prime

consultant or as a subconsultant at any tier) are precluded from submitting a proposal in response to this RFP. In addition, the Authority's current Project Management Consultant (Hatch Mott MacDonald) and subconsultant PQM, Inc., listed in OCTA Agreement No. C-7-1196, are precluded from submitting a proposal in response to this RFP.

**N. REFERENCE MATERIAL**

Offerors are advised that the Orange County Gateway Project Draft Environmental Impact Statement/Environmental Impact Report, dated June 2008, the Orange County Gateway Alternative D Kraemer Boulevard Undercrossing Improvement Preliminary Plans, the Orange County Gateway Alternative D Lakeview Avenue Overcrossing Improvement Preliminary Plans, the Orange County Gateway Alternative D Orangethorpe Avenue Overcrossing Improvement Preliminary Plans, the Orange County Gateway Alternative D Tustin Avenue/ Rose Drive Overcrossing Improvement Preliminary Plans, and the approximately 65% level plans and Draft Contract Documents (Specifications) for the improvement of Placentia Avenue from Cowther Avenue to S/O State Route 57 referenced in this RFP are available in electronic format from Authority at a cost of \$25.00. Contact David Christianson, Principal Contract Administrator (dchristianson@octa.net) to coordinate obtaining these documents.

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

## SECTION II. PROPOSAL CONTENT AND FORMS

### A. PROPOSAL FORMAT AND CONTENT

#### 1. Presentation

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. A maximum of seven (7) pages of charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length.

#### 2. Letter of Transmittal

The Letter of Transmittal shall be addressed to David A. Christianson, Principal Contract Administrator, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### 3. Technical Proposal

##### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to

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

Offeror to:

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

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be

used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

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

**c. Work Plan**

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

Offeror to:

- (1) Identify any special issues, problems, and challenges that are likely to be encountered during this project and how the Offeror would propose to address them.
- (2) Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (3) Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would



perform them.

- (4) Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- (5) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

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

**4. Cost and Price Proposal**

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

**B. FORMS**

**1. Party and Participant Disclosure Forms**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The form entitled "Party Disclosure Form" must be completed by the prime contractor and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime contractor in this procurement.

Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the prime Consultant, subcontractors and agents will be required to report all Campaign Contributions from the date of proposal submittal up and until the Board takes action which is currently scheduled for February 23, 2009.

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

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

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

### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **25%**  
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
  
2. **Staffing and Project Organization** **40%**  
 Qualifications of "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.
  
3. **Work Plan** **35%**  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

#### B. EVALUATION PROCEDURE

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

The Authority has established January 13, 2009 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview date will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the Offeror's

proposal and qualifications.

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

**C. AWARD**

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

Offerors who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the Authority within three (3) days of notification of the award of contract.

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

1 **AGREEMENT NO. C-8-1272**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 \_\_\_\_\_  
6 **THIS AGREEMENT** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by  
7 and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,  
8 Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as  
9 "AUTHORITY"), and , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide engineering plan  
12 check and design review services for railroad grade separation projects; and

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

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

16 **WHEREAS**, CONSULTANT wishes to perform these services; and

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

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 /

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

**Functions**

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



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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue  
8 in full force and effect through June 30, 2013, unless earlier terminated or extended as provided in this  
9 Agreement.

10 **ARTICLE 5. PAYMENT**

11 A. For CONSULTANT's full and complete performance of its obligations under this Agreement,  
12 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,  
13 AUTHORITY shall pay CONSULTANT on a Time and Expense basis in accordance with the  
14 CONSULTANT's agreed upon fully burdened hourly labor rates presented herein as Exhibit B and the  
15 following provisions.

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

18 2. For each full hour of labor satisfactorily performed by CONSULTANT's personnel  
19 under this Agreement, AUTHORITY shall pay CONSULTANT at the fully burdened hourly labor rates  
20 specified in Exhibit B, entitled "Schedule of Fees", which is attached to and by this reference,  
21 incorporated in and made a part of this Agreement. These rates are acknowledged to include  
22 CONSULTANT's direct labor costs, indirect costs and profit. Furthermore, AUTHORITY shall  
23 reimburse CONSULTANT for the exact amount of the expenses shown in Exhibit B, which are directly  
24 incurred by its personnel in the performance of work under this Agreement.

25 3. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments  
26 corresponding to the labor hours expended by CONSULTANT. Work completed shall be documented

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

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

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

- 21 a) Agreement No. C-8-1272;
- 22 b) Specify the work for which payment is being requested;
- 23 c) Labor (staff name, hours charged, hourly billing rate, current charges and  
 24 cumulative charges) performed during the billing period;
- 25 d) Itemized expenses including support documentation incurred during the  
 26 billing period;

- 1 e) Total monthly invoice (including project-to-date cumulative invoice  
2 amount)
- 3 f) Monthly Progress Report;
- 4 g) Certification signed by the CONSULTANT or his/her designated alternate  
5 that a) The invoice is a true, complete and correct statement of  
6 reimbursable costs and progress; b) The backup information included  
7 with the invoice is true, complete and correct in all material respects; c)  
8 All payments due and owing to subcontractors and suppliers have been  
9 made; d) Timely payments will be made to subcontractors and suppliers  
10 from the proceeds of the payments covered by the certification and; e)  
11 The invoice does not include any amount which CONSULTANT intends  
12 to withhold or retain from a subcontractor or supplier unless so identified  
13 on the invoice; and
- 14 h) Any other information as agreed or requested by AUTHORITY to  
15 substantiate the validity of an invoice.

16 **ARTICLE 6. MAXIMUM OBLIGATION**

17 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
18 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation under this  
19 Agreement, (including obligation for CONSULTANT'S profit), shall be Two Million Dollars  
20 (\$2,000,000.00) which shall include all amounts payable to CONSULTANT for subcontracts, leases,  
21 materials and costs arising from, or due to termination of, this Agreement.

22 **ARTICLE 7. NOTICES**

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

1 To CONSULTANT:

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION:

ATTENTION: David A. Christianson

7 Principal Contract Administrator

8 (714) 560-5006 Email: dchristianson@octa.net

9 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

17 **ARTICLE 9. INSURANCE**

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

21 1. Commercial General Liability, to include Products/Completed Operations,  
22 Independent CONSULTANTS', Contractual Liability, and Personal Injury with a minimum limit of  
23 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

26 3. Workers' Compensation with limits as required by the State of California including a

1 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and agents;

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

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

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

11 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement  
12 Number C-8-1272; and, the Contract Administrator's Name, [REDACTED] Principal Contract  
13 Administrator.

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

17 **ARTICLE 10. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
19 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-  
20 1272; (3) CONSULTANT's technical proposal dated [REDACTED]; (4) CONSULTANT's cost proposal  
21 dated [REDACTED]; and (5) all other documents, if any, cited herein or incorporated by reference.

22 **ARTICLE 11. CHANGES**

23 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or  
24 make changes in the general scope of this Agreement, including, but not limited to, the services  
25 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work  
26 suspension or change causes an increase or decrease in the amount of this Agreement, or in the time

1 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its  
2 claim for adjustment within ten (10) days after the change or work suspension is ordered, and an  
3 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT  
4 from proceeding immediately with the Agreement as changed.

5 **ARTICLE 12. DISPUTES**

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

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

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

24 **ARTICLE 13. TERMINATION**

25 A. AUTHORITY may terminate this Agreement for its convenience any time, in whole or part,  
26 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay

1 CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined  
2 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT  
3 shall have no further claims against AUTHORITY under this Agreement.

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

11 **ARTICLE 14. INDEMNIFICATION**

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

18 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

24 B. AUTHORITY hereby consents to CONSULTANT's subcontracting of portions of the Scope  
25 of Work to the parties identified below for the functions described in CONSULTANT's proposal.  
26 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.

<u>Subcontractor Name</u>	<u>Function</u>
1.	
2.	

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

CONSULTANT shall provide AUTHORITY, 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 15 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.

**ARTICLE 17. 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 18. 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



1 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,  
2 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
3 forms of compensation; and selection for training, including apprenticeship.

4 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

24 C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be  
25 released by CONSULTANT to any other person or agency except after prior written approval by  
26 AUTHORITY, except as necessary for the performance of services under this Agreement. All press

1 releases, including graphic display information to be published in newspapers, magazines, etc., are to  
 2 be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

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

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

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

24 **ARTICLE 22. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

25 All design and engineering work furnished by CONSULTANT shall be performed by or under  
 26 the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in

1 the State of California, by personnel who are careful, skilled, experienced and competent in their  
 2 respective trades or professions, who are professionally qualified to perform the work in accordance  
 3 with the contract documents and who shall assume professional responsibility for the accuracy and  
 4 completeness of the design documents and construction documents prepared or checked by them.

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

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

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

21 **ARTICLE 24. GENERAL WAGE RATES**

22 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,  
 23 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work  
 24 hereunder, shall be paid unconditionally and not less often than once a week and without any  
 25 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or  
 26 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of

1 payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the  
2 two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in  
3 the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the  
4 Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state  
5 of California, commencing at Section 1770 et. seq.), regardless of any contractual relationship which  
6 may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics,  
7 laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General  
8 Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be  
9 made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job  
10 site at which work hereunder is performed.

11 B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the  
12 Labor Code of the state of California, which is incorporated herein by reference, pertaining to workers  
13 performing work hereunder including, but not limited to, those provisions for work hours, payroll records  
14 and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to  
15 be inserted the preceding clause in all subcontracts which provide for workers to perform work  
16 hereunder regardless of the subcontractor tier.

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

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

21 **ARTICLE 26. FORCE MAJEURE**

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

1 the other party, and provided further that such nonperformance is unforeseeable, beyond the control  
2 and is not due to the fault or negligence of the party not performing.

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

4 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1272 to be  
5 executed on the date first above written.

6 **CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

7 By \_\_\_\_\_

By \_\_\_\_\_

8 Arthur T. Leahy  
9 Chief Executive Officer

10 APPROVED AS TO FORM:

11 By \_\_\_\_\_

12 Kennard R. Smart, Jr.  
13 General Counsel

14 APPROVED:

15 By \_\_\_\_\_

16 Kia Mortazavi  
17 Executive Director, Development

18 Date \_\_\_\_\_

**SECTION V**  
**SCOPE OF WORK**

**SECTION V**  
**SCOPE OF WORK**

**For**

**CONSULTING SERVICES TO PROVIDE  
ENGINEERING PLAN CHECK AND DESIGN REVIEW**

**FOR**

**GRADE SEPARATION PROJECTS**

**October 16, 2008**

## SCOPE OF WORK

### SECTION 1

#### DESCRIPTION OF PROJECT

#### 1.1 PROJECT DESCRIPTION

##### 1.1-1 Background

The Orange County Transportation Authority (Authority) in cooperation with the City of Placentia (City), City of Fullerton, and City of Anaheim, has obtained funding through the Trade Corridor Improvement Fund (TCIF) program for five (5) new grade separation projects along the Orangethorpe rail corridor. At this time, the Authority is proceeding with development of Plans, Specifications, and Estimates (PS&E) for grade separation projects at the Burlington Northern Santa Fe Railway (BNSF) San Bernardino Sub-Division intersection with the following local arterials in Orange County, California:

- Placentia Avenue
- Kraemer Boulevard
- Orangethorpe Avenue
- Tustin Avenue / Rose Drive
- Lakeview Avenue

Authority has selected a design consultant for development of the PS&E for each of the five grade separation projects listed above. Engineering plan check and design review services are required for each phase of PS&E for each project.

##### 1.1-2 Location and Limits

The locations and approximate limits of the grade separation projects are as follows:

The Placentia Avenue undercrossing will be constructed approximately between 85 feet south of Crowther Avenue and 670 feet north of Fender Avenue, in the cities of Placentia and Fullerton.



The Kraemer Boulevard undercrossing will be constructed approximately between 840 feet south of Crowther Avenue and 750 feet north of Crowther Avenue, in the cities of Placentia and Anaheim.

The Orangethorpe Avenue overcrossing will be constructed approximately between 600 feet west of Carbon Creek and 400 feet east of Taub Lane, in the cities of Placentia and Anaheim.

The Tustin Avenue / Rose Drive overcrossing will be constructed approximately between 1,500 feet south of Atwood Channel and 1200 feet north of Orangethorpe Avenue, in the cities of Placentia and Anaheim.

The Lakeview Avenue overcrossing will be constructed approximately between 240 feet south of Eisenhower Circle and at the North end of Orchard Drive, in the cities of Placentia and Anaheim.

### **1.1-3 Statement of Intent**

It is the intent of the Authority to award a professional services contract to provide engineering services including plan checking, design review, value engineering/analysis, and constructability/bidability review for the grade separation projects.

Design review and plan checking services for the grade separation projects require multi-disciplinary professional engineering and technical expertise in various fields, including but not limited to: Specifications, Construction Administration requirements, Bidability of construction documents, Transportation Engineering, Civil Engineering, Bridge and Structural Design and Engineering, Roadway Design, Railroad Design and Engineering, Right of Way Engineering, Traffic Engineering, Stage Construction, Detour and Traffic Handling Design and Engineering, Vibration and Acoustics, Drainage Design, Hydrology, Hydraulics, Traffic Signal Design, Lighting Design, Electrical Engineering, Pavement Design and Engineering, Geotechnical Engineering, Surveying, Environmental Engineering, Planting and Landscape Design, Mechanical Engineering, Architecture.

Value engineering/value analysis and constructability will be a part of all CONSULTANT design reviews, and shall be integrated into standard design review procedures and checklists produced by the CONSULTANT for use in reviewing each submittal milestone. This will ensure that designs are economical and cost-effective, ambiguities and inconsistencies in the designs are eliminated, likelihood of contract change orders are minimized, and that no significant cost and work items are unintentionally omitted from the PS&E packages.

#### 1.1-4 General Project Description

The purpose of the grade separation projects is to alleviate the current and potential traffic impacts and hazards posed by existing at-grade rail crossings at several intersections within the Orangethorpe rail corridor. A categorical exemption has been obtained for the Placentia Avenue grade separation. A draft environmental document has been prepared for the other four grade separation projects and is available to CONSULTANT for background information. Geometrics for each grade separation location may be modified from that shown in the environmental document. It is the desire of the Authority to optimize geometrics and establish the best geometric plan for each grade separation project.

Construction documents will be prepared by Authority's design consultants in accordance with the applicable codes and standards. CONSULTANT will perform plan checking and design review of each grade separation project for each design milestone. The plan check/design review services will ensure conformance with all appropriate codes and standards, uniformity between all projects, and cost-effective and constructible designs within the projects' delivery schedules.

These grade separation projects will be partially funded through the TCIF program, which requires construction contract award by December 31, 2013; however, the desire of the Authority is to have all grade separation projects ready for construction at the earliest reasonable date prior to the 2013 deadline.

Features of the individual grade separation projects include:

##### 1. Placentia Avenue Undercrossing

- A railroad bridge to accommodate two existing BNSF tracks and a future third track
- Construction of bypass tracks or shoofly
- Placentia Avenue four lane roadway under BNSF bridge
- Construction of a four lane bypass road with signal gates
- Roadway improvements on Crowther and Fender Avenues
- Cul de sac at Industrial Way and Placentia Avenue
- Commercial driveways reconstruction and construction
- Soundwalls and retaining walls
- Reconstruction of Americans with Disabilities Act (ADA) access ramps
- Drainage modification
- Storm drain and sewer relocation and bypass
- Pump Station along Placentia Avenue

- Signage and signalization
- Roadway, ramps, and driveway modifications
- Right of Way engineering
- Landscaping and irrigation
- Hardscaping
- Sidewalks and median modifications
- Other utility removal and relocation
- Lighting

Design plans and specifications have previously been developed to the approximate 60% level completion for the Placentia Avenue grade separation project.

2. Kraemer Boulevard Undercrossing

- A railroad bridge to accommodate two existing BNSF tracks and a future third track
- Construction of bypass tracks or shoofly
- Kraemer Boulevard four lane roadway under BNSF bridge
- Roadway bridge structures on Crowther Avenue
- Roadway improvements on Crowther Avenue
- Soundwalls and retaining walls
- Drainage modifications
- 78" storm drain and sewer relocation and bypass
- Pump Station along Kraemer Boulevard
- Signage and signalization
- Roadway and ramps modifications
- Right of Way engineering
- Landscaping and irrigation
- Sidewalks and median modifications
- Other utility removal and relocation
- Lighting

3. Orangethorpe Avenue Overcrossing

- Roadway bridge structures on Orangethorpe Avenue over BNSF line
- Addition of a connector bridge between Miller Street and Crowther Avenue
- Addition of a connector bridge from Crowther to Orangethorpe Avenue
- Connection Road from Chapman Avenue onto Orangethorpe Avenue
- Soundwalls and retaining walls
- Construction of RCB transition structure at Carbon Creek
- Drainage modifications

- Utility Relocation
- Signage and signalization
- Roadway, and ramps modifications
- Right of Way engineering
- Landscaping and irrigation
- Sidewalks and median modifications
- Other utility removal and relocation
- Lighting

4. Tustin Avenue / Rose Drive Overcrossing

- Roadway bridge structures on Tustin Avenue / Rose Drive over BNSF line
- Addition of a connector road from Rose Drive to Orangethorpe Avenue
- Soundwalls and retaining walls
- Drainage modifications
- Utility Relocation
- Signage and signalization
- Roadway, and ramps modifications
- Right of Way engineering
- Landscaping and irrigation
- Sidewalks and median modifications
- Other utility removal and relocation
- Lighting

5. Lakeview Avenue Overcrossing

- Roadway bridge structures on Lakeview Avenue over BNSF line
- Addition of a connector road between Lakeview and Orangethorpe Avenues
- Soundwalls and retaining walls
- Addition of a connector road between Lakeview Eisenhower Circle to provide access to the industrial complex.
- Drainage modifications
- Flood control improvements along Atwood Channel
- Bridge structure over Atwood Channel
- Utility Relocation
- Signage and signalization
- Roadway, and ramps modifications
- Right of Way engineering
- Landscaping and irrigation
- Sidewalks and median modifications
- Other utility removal and relocation

- Lighting

## **1.2 STANDARDS**

### **1.2-1 Latest Editions**

CONSULTANT shall perform all plan checking, design reviews, value engineering/analysis and constructability/bidability review services under the Agreement in conformance and in compliance with the approved environmental document, the latest City of Placentia Standard Drawings and Specifications, City of Anaheim Standard Drawings and Specifications, American Railway Engineers Association (AREA) standards, American Rail Engineers Maintenance Association (AREMA), BNSF Railway and Union Pacific Railroad Guidelines for Railroad Grade Separation Projects, the Standard Specifications for Public Works Construction (SSPWC), and other applicable Authority Standards.

### **1.2-2 Conflicts**

In case of conflict, ambiguities, discrepancies, errors, or omissions among the reference materials obtained by CONSULTANT from other agencies, CONSULTANT shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by Authority shall be at CONSULTANT's risk and expense.

In the event non-standard features are included in the PS&E design, CONSULTANT shall evaluate the proposed design and non-standard features in accordance with BNSF and the respective city's guidelines, and make assessments of whether the design exceptions prepared by the Authority's design consultant are warranted and justifiable.

### **1.2-3 Plans, Specifications and Estimates (PS&E) Review**

CONSULTANT shall conduct PS&E review in accordance with the latest editions of all applicable standards. CONSULTANT shall review all submittals for completeness with special emphasis on identifying any missing work items as well as checking all submitted materials for correctness. English units will be used to prepare the PS&E. As part of the work involved in the review of the PS&E, CONSULTANT shall review Special Provisions pertaining to items of work included in the plans that are not addressed in the latest editions of applicable standards. Special Provisions include Authority contract administration requirements.

CONSULTANT shall develop and use detailed checklists for each milestone delivery to ensure that design and bid documents are complete and comprehensive, and to ensure that a systematic, structured process is being used to conduct reviews on the plans, design calculations, reports, specifications, cost estimates, and other design consultants' deliverables. The emphasis shall be to verify that the construction bid documents are consistent with the intent of the design and result in economical designs that are constructible and can be accomplished within schedule.

#### **1.2-4 Reference Material**

CONSULTANT shall utilize the following documents. Please note it is not the Authority's intent to provide a comprehensive list of resources; therefore, CONSULTANT shall make use of additional reference material as appropriate for performing reviews. CONSULTANT shall also be responsible for ensuring they are using the most recent version of all reference material, including any addenda and errata.

A Policy on Geometric Design of Highways and Streets (AASHTO 2004)  
California Public Utilities Commission (CPUC) General Orders Requirements  
California Regional Water Quality Control Board Requirements  
Manual of Uniform Traffic Control Devices (MUTCD) (2003)  
MUTCD California Supplement (2003)  
Standard Specifications for Public Works Construction (SSPWC)  
OCTA Right of Way Manual  
City Standard Drawings and Specifications  
Applicable Local Codes and Manuals  
Construction Best Management Practices (BMPs)  
BNSF Railway and Union Pacific Railroad Guidelines for Railroad Grade  
Separation Projects  
BNSF Design Guidelines for Industrial Track Projects  
BNSF Utility Accommodation Policy  
American Railway Engineers Association (AREA) Standards  
American Rail Engineers Maintenance Association (AREMA) Standards

### **1.3 DESIGN CRITERIA**

The following is a general listing of specific design criteria which shall be adhered to when performing design reviews. This list is by no means comprehensive and other standards may apply.

### **1.3-1 Drafting**

Roadway and related plans shall be reviewed to ensure the plans are prepared on standard plan and profile sheets acceptable to Authority. The size and clarity of lettering on plan sheets requires special attention, as final contract plans are half-size. Plans, which are illegible or otherwise difficult to read, are unacceptable.

### **1.3-2 Roadway**

CONSULTANT shall conduct their review adhering to design standards as specified by the local jurisdiction where the road is located.

### **1.3-3 Roadway and Railroad Bridges**

CONSULTANT shall conduct their review adhering to design standards as specified by the local jurisdiction where the roadway bridge is located. Railroad and railroad bridges will be reviewed and checked in accordance with American Railway Engineers Association (AREA) Standards, American Rail Engineers Maintenance Association (AREMA), latest edition, and BNSF Railway and Union Pacific Railroad Guidelines for Railroad Grade Separation Projects.

### **1.3-4 Design Surveys**

As requested by Authority, CONSULTANT shall review and comment on data pertinent to 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 all other required documentation.

### **1.3-5 Electrical and Signal Design**

CONSULTANT shall review and comment on electrical and signal analyses and designs for the grade separation projects. Reviews shall include lighting plans for all roadway and bridge improvements as required by the project. Additionally, CONSULTANT shall review designs for temporary and permanent signal and traffic control systems for railroad and roadway.

### **1.3-6 Right of Way**

CONSULTANT shall review and comment on right-of-way engineering plans and documents as provided by Authority. This may include coordination with OCTA

right-of-way department, understanding of project ROW issues and impacts, and easement requirements.

**1.3-7 Utilities**

CONSULTANT shall review and comment accordingly on all public and private utility conflicts with the proposed roadway or proposed structures, including all potential conflicts. CONSULTANT will be provided the necessary pothole information to properly conduct their reviews. CONSULTANT shall review and comment accordingly on all utility relocation design packages as part of the PS&E plan checking and design review services. Several utility relocation design packages may be required to facilitate the grade separation projects.

**1.3-8 Landscape and Irrigation**

CONSULTANT shall review and comment accordingly on the landscape and irrigation design for each grade separation project.

**1.3-9 Drainage**

CONSULTANT shall review and comment on the drainage design for each grade separation project in conformance with City and Railway Design Standards as applicable.



## SECTION 2

### GENERAL CONDITIONS AND REQUIREMENTS

#### 2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** CONSULTANT shall carry out the instructions as received from Authority Project Manager and shall cooperate with cities and other agencies, and other consultants working on the project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this contract. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify Authority Project Manager of these concerns, together with the reasons therefore.
- 2.1-3** CONSULTANT shall be responsible for the review and comments on the accuracy and completeness of any reports, plans, specifications, estimates, and related material prepared by the design consultants for the grade separation projects. CONSULTANT shall ensure that independent checks are undertaken as necessary and identification of the engineer and checker for all such material has taken place prior to any submittal.
- 2.1-4** CONSULTANT shall perform review of designs including information and details of potential single or sole source items. Neither CONSULTANT nor design consultants shall incorporate materials or equipment of single or sole source origin without prior written approval of Authority.
- 2.1-5** As directed by Authority, CONSULTANT shall conduct their reviews providing comments on the plans, specifications, estimates, calculations, reports, and other documents furnished by the design consultants for the grade separation projects. These documents shall be of a quality acceptable to the Authority, BNSF, City, and other agencies as applicable. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked. The appearance, organization and content of the drawings shall be to applicable standards. Review comments shall be prepared by CONSULTANT on standard review comment forms in a format acceptable to Authority.
- 2.1-6** CONSULTANT shall verify that the page identifying preparers of engineering reports, the title for specifications and each sheet of plans,

shall bear the professional seal, certificate number and expiration date, registration classification, and the signature of the professional engineer(s) responsible for their preparation.

- 2.1-7** The CONSULTANT shall maintain a set of project files that are indexed in accordance with filing system provided by the Authority.
- 2.1-8** At the completion of this Scope of Work, all files and correspondence relating to the grade separation projects shall be turned over to the Authority. This includes all comments, comment responses, comment resolution meeting notes, working data, field data, and background information used in creating the deliverables identified in the Scope of Work.
- 2.1-9** CONSULTANT shall ensure that all review comment forms and reviewers' red-lined plans are submitted on CD ROM in PDF format in accordance with specified standards. All electronic files shall include the engineer's electronic signature and seal.
- 2.1-10** To assist in understanding contract objectives and requirements, CONSULTANT shall attend project development meetings with the Authority, its design consultants, and the City, as required. The primary purpose of these meetings is to discuss work objectives, design consultants' work schedules, the terms of the contracts and other related issues. In addition, the meetings will serve as a forum for resolving any issues related to the PS&E development.
- 2.1-11** CONSULTANT may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance in developing baseline data and resource inventories. CONSULTANT shall maintain a record of such contacts and shall transmit copies of those records to Authority and City as requested.
- 2.1-12** The Authority will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding project mitigation and compensation proposals.
- 2.1-13** CONSULTANT shall comply with OSHA regulations regarding safety equipment and procedures. While working on the job site, CONSULTANT's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests.

- 2.1-14** Throughout the design review of the grade separation projects, CONSULTANT will consider least cost alternatives analysis for major project components, where appropriate.
- 2.1-15** Authority Project Manager will administer CONSULTANT contract and provide general direction to CONSULTANT. CONSULTANT is responsible for providing Quality Assurance Program. CONSULTANT, on behalf of Authority, is responsible for providing Independent Quality Assurance as well as final approval of the PS&E, required reports, and work products.
- 2.1-16** CONSULTANT on behalf of Authority shall provide an independent third party plan review of the grade separation projects for all disciplines, including but not limited to, roadway, structures, drainage, electrical, stage construction, striping, landscape, technical specifications, and administration. CONSULTANT's review comments shall all be provided in writing on standard comment resolution forms approved by the Authority. In carrying out CONSULTANT's independent review of the projects, CONSULTANT shall place special emphasis on assessing whether the design package is complete, biddable and constructible; identifying any missing items of work within the design submittal packages. CONSULTANT plan check / design review durations shall be as follows:
- Three (3) weeks at 35% PS&E
  - Four (4) weeks at 65% PS&E
  - Two (2) weeks at 100% PS&E.

## SECTION 3

### STATEMENT OF WORK

#### 3.1 TASK 1 - PROJECT MANAGEMENT/ COORDINATION/ ADMINISTRATION

This task covers project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of CONSULTANT's work.

##### 3.1-1 Project Management Plan for Plan Checking/Design Review

CONSULTANT shall prepare a comprehensive Project Management Plan for review of the grade separation projects in order to communicate the scope of work, constraints, and technical requirements for engineering plan checking and design review services to all project participants. The plan will identify the procedures and technical requirements that are to be followed in conducting reviews of the PS&E packages. The Project Management Plan will also describe the responsibilities of each participant in the project.

The following items will be included in the Project Management Plan for Engineering Plan Check and Design Review:

- Project description
- Project map
- Scope of work and task listing
- Project organization
- Key project staff names and responsibilities
- Project schedule
- Proposed method(s) for managing variations in project schedules
- Applicable design standards and codes listing
- Applicable computer software programs
- Communications procedures
- Project and electronic document filing index
- Quality management procedures
- Risk assessment register

A copy of the Project Management Plan for Engineering Plan Check and Design Review of the grade separation projects will be provided to each project participant at the beginning of the project and a meeting will be held with all participants to explain project requirements.

### **3.1-2 Coordination/Administration**

#### **3.1-2a Coordination and Meetings**

As requested by Authority, CONSULTANT shall attend meetings with affected parties to discuss issues pertinent to analysis, design, and effects of the grade separation projects. During these meetings, Authority, City, and BNSF may provide direction for development of the PS&E review.

CONSULTANT shall participate in meetings as required to resolve all issues pertinent to dispositions and responses to design review comments. CONSULTANT shall participate in *Regular Project Development Team (PDT) Meetings, Agency Coordination/Technical Workshop Meetings, Railroad Coordination meetings, Comment Resolution Meetings*, and other meetings as necessary to gain sufficient understanding of the projects' design details in order to adequately perform plan checking and design reviews.

#### **3.1-2b Administration**

Following are administrative duties, which shall be performed by CONSULTANT:

- Supervise subconsultants, coordinate, and monitor design reviews and plan checking for conformance with set standards and policies.
- Prepare, circulate, discuss and file plan checking and design review comments, correspondence and memoranda as appropriate.
- Maintain Project files using the Authority specified filing system.

### **3.1-3 Review Schedule**

Authority will provide CONSULTANT with the approved Project Baseline Schedules for PS&E design of the five grade separation projects. CONSULTANT shall prepare the plan checking/design Review Schedule based on these approved Project Baseline Schedules provided by Authority. The PS&E Design Schedules are subject to change from time to time due to various circumstances; CONSULTANT shall be flexible and responsible for managing variations and revisions in the design Review Schedule, and is expected to adapt to schedule changes accordingly.

Authority shall pay CONSULTANT on a time and expense basis. Within thirty days following notice to proceed, CONSULTANT shall submit the Review Schedule for Engineering Plan Check and Design Review of the grade

separation projects to the OCTA Project Manager. CONSULTANT shall include the following elements in their Review Schedule as appropriate:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by the CONSULTANT
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- Resource loading of work items in work hours to show the effort required to perform the work; Resource loading shall be used to develop plan and actual progress curves.

Review Schedule shall be prepared to include the data for the total review effort for the grade separation projects. Critical path shall be identified. The order, sequence, and interdependence of significant work items will be reflected on the Review Schedule.

The following list of major tasks shall be used to develop the Review Schedule:

- Task 1 – Project Management/Coordination/Administration
- Task 2 – Environmental Document Verification/Supplemental Environmental Document Support Review
- Task 3 – Site Investigation/Mapping/Reports Review
- Task 4 – 35% PS&E Submittal Review
- Task 5 – 65% PS&E Submittal Review
- Task 6 – 100% PS&E Submittal Review
- Task 7 – Construction Bidding Phase, Addendum Review

Major tasks should be broken down into subtasks as warranted.

CONSULTANT shall submit the Review Schedule to the Authority Project Manager for approval and a copy to affected agencies for information. Monthly schedule updates will be part of the Progress Report and will be in accordance with the requirements shown in Section 3.1-4.

CONSULTANT Deliverables:

- Resource Loaded Review Schedule for Engineering Plan Check and Design Review

### **3.1-4 Progress Reports**

CONSULTANT shall report the progress of the work on a monthly basis. Progress shall be based on physical percent complete such as number of drawings or deliverables reviewed or estimated progress toward completion. Progress payments will be based upon time and expenses.

CONSULTANT shall submit one copy of a monthly Progress Report to the Authority Project Manager consisting of a written narrative and an updated bar-chart format of the plan checking/design review schedule. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action, and show the status of major changes.

The Progress Report shall be received no later than the tenth (10th) calendar day of the month following the report month.

All schedule tasks shall be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original plan checking/design review schedule, the sequence of work and/or duration, with the concurrence of Authority Project Manager, may be revised by CONSULTANT through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant milestone dates will be met.

Should, during the course of the work, CONSULTANT reviews fall behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to CONSULTANT performance, payment to CONSULTANT may be withheld pending the submittal of an action plan outlining the steps, which will be taken to correct the identified delay(s).

All changes to schedules shall be approved by the Authority Project Manager.

### **3.1-5 Quality Assurance / Quality Control (QA / QC) Plan**

CONSULTANT shall maintain a Quality Assurance / Quality Control Plan throughout performance of the services under this Agreement. The QA/QC Plan is intended to ensure that reports, plans, studies, estimates, and other documents reviewed and commented on under the Agreement are complete, accurate, checked, conform to standards, and proofread to meet professional engineering practices in effect at the time of execution of the Agreement, and of a quality acceptable to Authority.

The following quality control elements are required by CONSULTANT throughout the review of the preparation of PS&E for the grade separation projects.

1. Provide independent design review to verify the results of all controlling calculations.
2. Provide independent engineering plan checking, correction, and back checking for all project plans. Plans shall be red-lined and marked clearly as being reviewed, signifying that the reviewed material followed the QA /QC Plan established for the project.
3. Route pertinent project related correspondence and memoranda to affected personnel and bind in appropriate project files.
4. Review the establishment of acceptable means to avoid conflicts and misalignments between both new and existing improvements, particularly where several drawings show different elements of work in the same area.
5. The QA / QC Plan shall include procedures as necessary where each deliverable reviewed is confirmed by the Quality Manager or Project Manager as being reviewed and checked in accordance with the approved QA / QC Plan.
6. Review of each deliverable shall be confirmed by the Quality Manager or Project Manager as being reviewed and checked in accordance with the approved QA / QC Plan.
7. CONSULTANT's Project Manager or Quality Manager shall be qualified to implement a Quality Control and Quality Assurance program.
8. CONSULTANT shall conform to Authority's independent quality surveillance, monitoring and audits. Such quality surveillance, monitoring and audits will be performed by the Authority Quality Manager and may be scheduled or ad hoc.

Within 30 days of receiving the Notice to Proceed, CONSULTANT shall submit a complete copy of the QA / QC Plan to the Authority Project Manager for review.

CONSULTANT Deliverables:

- 1 copy of QA / QC Plan

### **3.1-6 Value Analysis**

As directed by Authority, CONSULTANT shall support Value Analysis in conjunction with City, BNSF, design consultants or other Authority agents or personnel.



### **3.2 TASK 2 – ENVIRONMENTAL DOCUMENT VERIFICATION AND SUPPLEMENTAL ENVIRONMENTAL DOCUMENT SUPPORT**

#### **3.2-1 Data Collection**

As directed by Authority, CONSULTANT will attend meetings with Authority, BNSF, City and design consultant staff to review the projects and obtain background information regarding CONSULTANT reviews.

#### **3.2-2 Workshop**

The workshop will establish the stage of the project at which the CONSULTANT may start design reviews and plan checking activities. The workshop will establish procedures to be followed in reviewing the project with Authority, City, BNSF and design consultants during various stages of the project. The CONSULTANT shall obtain design criteria from meeting with the City and BNSF.

#### **3.2-3 Supplemental Environmental Document**

Should there be changes in design from the approved environmental document, design consultant(s) may be required to prepare the supplemental documents needed in support of the environmental clearance effort. CONSULTANT shall provide review of the supplemental environmental documents as necessary. The scope of work for this task will be determined and discussed as required.

### **3.3 TASK 3 – SITE INVESTIGATION/MAPPING/REPORTS**

#### **3.3-1 Field Exploration**

As directed by Authority, CONSULTANT will meet with Authority, City, BNSF, and/or design consultant staff to review the projects, including field investigation of the project sites for the purpose of obtaining familiarity with the projects, and identifying pre-existing site conditions and physical constraints of the project areas. CONSULTANT shall verify that all applicable and necessary encroachment permits have been obtained prior to beginning any field investigation.

#### **3.3-2 Mapping**

Aerial photography and topographic mapping will be provided under the grade separation projects' design contracts. Final aerial mapping will consist of 40-scale with contours at 1-foot intervals. Upon request by Authority, CONSULTANT may review data pertinent to design surveys and mapping, including mapping necessary to complete a constructible PS&E.

### **3.3-3 Design Surveys**

As requested by Authority, CONSULTANT shall review data pertinent to design surveys and mapping. General requirements for design surveys and mapping are as follows:

Photogrammetric mapping will be in English units.

All survey record information, including benchmarks and monuments, will be obtained from Cities. All survey will be performed in accordance with accepted professional standards.

All survey monuments will be in accordance with City Standards.

Right of way base mapping for existing right of way conditions will be established for the projects. Centerline control of existing streets will be established for the projects.

All applicable encroachment permits will be obtained prior to beginning any field investigation. Traffic control plans as required will be prepared and reviewed prior to beginning any field investigation.

CONSULTANT shall obtain necessary training including applicable rail safety program prior to performing field investigations.

CONSULTANT Deliverables:

- Review Comments for Design Survey and Mapping

### **3.3-4 Materials/Foundation Reports or Geotechnical Requirements**

CONSULTANT shall conduct a site visit to observe the topography and visualize the proposed improvements at the project location. As requested by Authority, CONSULTANT shall review preliminary geotechnical and foundation recommendations for roadway, bridge structure, and retaining walls as required. As requested by Authority, CONSULTANT shall review available subsurface data from nearby structures, published geologic maps, geotechnical borings, and other relevant geotechnical data available.

As requested by Authority, CONSULTANT shall provide geotechnical, geologic and seismic input to the selection of the alternatives as applicable.

CONSULTANT shall review and comment on preliminary geotechnical, materials and bridge foundation reports.

### **3.3-5 Geotechnical Exploration Plan**

CONSULTANT shall review and comment on geotechnical exploration plans. CONSULTANT shall review and comment on testing, evaluation and results of subsurface investigations. CONSULTANT shall review and comment on Geotechnical Reports.

CONSULTANT Deliverables:

- Review Comments on all Geotechnical Reports

## **3.4 TASK 4 – 35% PS&E SUBMITTAL**

### **3.4-1 Data Collection**

CONSULTANT shall gather all applicable design criteria, manuals, codes, standards, guidelines, specifications, policies and procedures, supplemental documents and all other references for the design review / plan checking work required. As directed by Authority, CONSULTANT will attend meeting with Authority, BNSF, City and design consultant staff to review the projects and obtain background information regarding previous studies.

### **3.4-2 Workshop**

CONSULTANT will attend a workshop with Authority, BNSF, City, and design consultants staff to review the project, including field review to determine various alternative designs. Procedures will be established for reviewing the project with Authority, City, BNSF, and design consultants during various stages of the project. The CONSULTANT shall obtain design criteria from meeting with the Cities and BNSF.

### **3.4-3 Fact Sheets**

As requested by Authority, CONSULTANT shall review Design Standards Exception Report for non-standard design features.

CONSULTANT Deliverables:

- Review Comments for Design Standard Exceptions (Fact Sheets)

#### **3.4-4 Preliminary Plans – Geometric Drawings**

CONSULTANT shall review preliminary set of plans to be the basis of the PS&E development that include geometric base maps, structure site data, initial right of way maps, and project limits and coordinates layouts.

#### **3.4-5 Traffic Study**

As requested by Authority, CONSULTANT shall review and provide comments on the traffic studies and report conducted during the environmental period and shall review the traffic studies conducted for the PS&E phase as outlined in the subsequent paragraphs. CONSULTANT shall have general understanding and basic working knowledge of the master traffic management plan for the entire OCTA grade separation program including how the individual TMP's for each grade separation project interrelate and affect one another and the traveling public.

As requested by Authority, CONSULTANT shall review and provide comments on traffic studies for the project areas. These studies include review of existing volumes, traffic forecasts for the year 2035, performance of intersection level of service calculations for key arterials and intersections in the area and traffic operations analyses of the recommended alternative to determine geometric requirements.

The traffic studies will include evaluations of existing and future traffic conditions in the vicinities of the project areas for the grade separation projects.

As requested by Authority, CONSULTANT shall review and provide comments on analyses of the potential traffic impacts of various alternatives to grade-separate BNSF railroad tracks and the local arterials. Traffic analyses and resulting traffic study reports will be key inputs in the designs, refinements and selection of preferred alternatives for each grade separation project.

CONSULTANT will meet with Authority and design consultants as requested to review the scope of work for the traffic analyses and to discuss the methodologies and assumptions to be used. Specific topics for discussion will include the extent of the study areas for each project and the intersections to be included in the analyses.

Available existing traffic volume data will be obtained for study area roadways and intersections. A field reconnaissance will be conducted to verify existing traffic control, geometry, traffic patterns and traffic operating conditions.

### **3.4-6 Noise Study**

As requested by Authority, CONSULTANT shall review and comment on environmental document and review acoustical analysis as necessary in accordance with applicable sound criteria to determine if any impacts would occur to sensitive properties in the project vicinity and if necessary, mitigation is required.

As requested by Authority, CONSULTANT shall review noise technical memoranda which summarize methodology and findings.

### **3.4-7 Roadway Plans**

CONSULTANT shall review and comment on 35 percent level preliminary plans, specifications and estimates for the grade separation projects. Designs will be based on the approved Environmental Document or supplements as applicable.

CONSULTANT Deliverables:

- Design Review Comments on 35% Roadway Plans

### **3.4-8 Structures**

CONSULTANT shall review and comment on bridge and wall type selections.

CONSULTANT shall review and comment on preliminary structures designs, including but not limited to bridges, retaining walls, soundwalls, pump stations, drainage structures, and all other structures necessary to adequately construct the grade separation projects.

As requested by Authority, CONSULTANT shall review and comment on submittals required by BNSF.

CONSULTANT shall review and comment on BNSF Railroad bridge plans.

CONSULTANT Deliverables:

- Design Review Comments on 35% Structure Plans

### **3.4-9 Bridge Type Report and Design**

CONSULTANT shall review bridge type reports and bridge general plans for compliance with the most current BNSF, AREMA, CPUC, and all other applicable guidelines.

The bridge type reports will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction costs and staging. In addition, CONSULTANT will review an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

As requested by Authority, CONSULTANT shall review Type Selection documents as provided by the Authority.

### **3.4-10 Project Cost**

As requested by Authority, CONSULTANT shall review preliminary cost estimates at 35% completion. Throughout development of the PS&E, these estimates will be updated. If these cost estimates, or any of the updates, exceed the Project Report Cost Estimate, CONSULTANT shall recommend alternatives for reducing the project costs.

CONSULTANT Deliverables:

- Review Comments on Project Cost Estimates

### **3.4-11 Utility Improvements**

CONSULTANT shall review and comment on all utilities that cross the railroad tracks or are otherwise impacted by the grade separation projects. This review shall include checking for conflicts in locations with construction and necessary staging for utility relocation activity.

CONSULTANT shall review and comment on utility plans of proposed utilities crossing under the railroad tracks and proposed bridges. CONSULTANT shall ensure that all existing utilities are accurately identified on the roadway plans. CONSULTANT will review existing facilities to be removed.

CONSULTANT shall review and comment on draft Public Utilities Commission (PUC) application for Authority.

The City will make arrangements with the affected utilities with prior rights, to relocate their facilities as required.

CONSULTANT shall review designs of City owned utility relocations. CONSULTANT shall review City Utility relocation designs in conformance with Cities' standards, as applicable.

CONSULTANT Deliverables:

- Design Review Comments on Utility Plans and Utility Relocation Staging

#### **3.4-12 Railroad**

CONSULTANT shall review and comment on preliminary vertical and horizontal railroad track alignments, preliminary railroad track shoofly design, and preliminary rail service staging plan.

CONSULTANT Deliverables:

- Design Review Comments on Railroad Plans

#### **3.4-13 Comment Resolution Meetings**

CONSULTANT shall meet with Authority, City, BNSF, and design consultant staff to discuss and resolve all 35% design review comments.

### **3.5 TASK 5 – 65% PS&E SUBMITTAL**

#### **3.5-1 Roadway Plans and Specifications**

Designers will incorporate all CONSULTANT, reviewing agency and Authority comments into the plans and estimates as a result of the 35% PS&E review and comment resolution meetings.

CONSULTANT shall review 65 percent level plans, specifications and estimates for the grade separation projects. Roadway Plans will include, but not be limited to Title Sheet, Typical Cross Sections, Key Map and Line Index, Layout Plans, Profiles and Superelevation Diagrams, Construction Details, Contour Grading. 65% Design shall incorporate resolutions for all 35% review comments and essentially be a 100% complete design, unchecked. CONSULTANT shall verify that all 35% review comments (from all agencies and from plan check CONSULTANT) have been incorporated into the 65% package. CONSULTANT shall develop technical comments to current plans.

CONSULTANT shall also review draft technical special provisions submitted as part of the 65% PS&E Submittal. CONSULTANT shall review and provide comments on specifications, including Authority standard language relating to administration of the construction work.

CONSULTANT Deliverables:

- Verification of 35% review comment incorporation
- Design Review Comments on 65% Roadway Plans
- Design Review Comments on Special Provisions for all non-structural work items

**3.5-2 Drainage Plans**

CONSULTANT shall review and comment on Drainage Reports addressing existing drainage conditions and proposed mitigations and designs. Drainage analyses shall consider both onsite and offsite systems. CONSULTANT will review drainage plans, profiles, and quantities based on the Drainage Reports. CONSULTANT shall also review temporary drainage plans as required. Drainage Plans will include Drainage Plans, Drainage Profiles, Drainage Details, Drainage Quantities, Water Pollution Control Plans, Temporary Drainage Plans, Erosion Control Plans. The review of all required Drainage Reports and Storm Water Data Reports are also included under this task. Review of all drainage structures and pump stations is also included under this task.

CONSULTANT Deliverables:

- Design Review Comments on 65% Drainage Plans and Reports

**3.5-3 Stage Construction, Traffic Handling, Detour Plans, and Transportation Management Plan (TMP)**

CONSULTANT shall review and comment on Transportation Management Plans (TMP). The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TMP will be coordinated with the cities of Placentia, Anaheim and Fullerton, BNSF, and other stakeholders. Stage Construction and Detour Plans will include construction detour routes.

Coordination of review and approval of railroad track re-alignment and shoofly designs with BNSF, as required, will be involved in this task.

TMP will include Transportation Management Plans, Stage Construction and Traffic handling/detour plans, Detour layouts, Detour profiles and superelevation diagrams, Construction area signs, Quantity sheets.

CONSULTANT Deliverables:

- Design Review Comments on 65% TMP



#### **3.5-4 Pavement Delineation Plans**

CONSULTANT shall review and comment on pavement delineation plans. Pavement delineation plans will include Pavement Delineation Plans, Pavement Details, Quantity Sheets.

CONSULTANT Deliverables:

- Design Review Comments on 65% Pavement Delineation Plans

#### **3.5-5 Sign Plans**

CONSULTANT shall review and comment on Sign Plans. Sign plans will include Sign Plans, Sign Details, Quantity Sheets.

CONSULTANT Deliverables:

- Design Review Comments on 65% Sign Plans

#### **3.5-6 Traffic, Signaling, and Street Lighting**

CONSULTANT shall review and comment on Traffic Signals and Signal Interconnect Plan, railroad signalization plan, and street lighting plans. This task includes Lighting Plans and Details, Electrical Ramp Metering Plans, Rail Signalization Plans.

CONSULTANT Deliverables:

- Design Review Comments on 65% Traffic, Signaling, and Street Lighting

#### **3.5-7 Planting and Irrigation Plans**

CONSULTANT shall review and comment on erosion control plans and details and landscaping and irrigation plans and details.

CONSULTANT Deliverables:

- Design Review Comments on 65% Planting and Irrigation Plans

#### **3.5-8 Right-of-Way Engineering Services**

As requested by Authority, CONSULTANT shall review and comment on data pertinent to right-of-way engineering and related services as project needs

dictate and in compliance with OCTA Right of Way Manual. General requirements for review of right-of-way engineering services are as follows:

1. Record Data Search – Review and analyze deeds, field notes, and survey maps.
2. Title Reports - Review title reports for all parcels impacted by proposed R/W fee and easement takes.
3. Perform Land Net Recovery and Field Review and related survey information necessary to search, recover, describe, and tie-in controlling land survey monuments.
4. Review Land Net Map - Review "Before Condition" Record of Survey as required by the Professional Land Surveyors Act to identify proper "Before Condition" Record of Survey filing.
5. Review Monument Perpetuation Surveys - This activity is required by the Professional Land Surveyors Act and includes the following plan review for monument restoration for each grade separation project:
  - Proper lists of monuments threatened with destruction
  - Proper referencing of threatened monuments with tie-outs for perpetuation through construction.

All reset replacement monuments shall meet the requirements described below under the activity "Final Monuments".

The "Before Condition" Record of Survey (from the City) shall be the instrument on which tie-outs are documented prior to construction. In the cases where swing ties or tangent over ties are the method of tie-out, each monument tied out using these methods shall clearly be shown as a separate "Detail" on the "Before Condition" Record of Survey.

6. Review Right of Way Maps - Review various types of R/W Maps as dictated by project need. Various types of R/W Maps may include but are not limited to:
  - Appraisal Map
  - Resolution of Necessity Map
  - Director's Deed Map
  - Relinquishment Map
  - Vacation Map

- Transfer Control and Possession Map
  - Right of Way Record Map
7. Review of Prepared Acquisition Documents
  8. Review Resolution of Necessity and Plats
  9. Review Director's Deed and Plats
  10. Review Utility Legal Description and Plat (including Joint Use Agreement and Consent to Common Use Agreement)
  11. Review PUC application for Grade Separation
  12. Review Parcel Files for each R/W fee of easement take
  13. Final Monumentation - Review field survey information and related activity to monument new R/W boundaries. Monument type shall vary depending on the surface character at the point.

Specific requirements for various deliverables are contained in OCTA Right of Way Manual. All deliverables from design consultants shall be reviewed for compliance with the OCTA Right of Way Manual. All deliverables shall meet the standard of Professional Land Surveyor work.

All work shall be conducted in compliance with all applicable State laws and regulations, and all applicable local ordinances and regulations.

### **3.5-9 Geotechnical and Foundation Reports**

CONSULTANT shall review and comment on draft Geotechnical Design Reports (GDR) discussing the geotechnical design basis of the project and recommendations for design and construction of earth retaining structures, cut and fill slopes, pavement, drainage facilities, and other elements of the work. Design consultants will address any comments stemming from this review and prepare a final draft. All calculations supporting the design recommendations will be included as appendices to the GDR's.

CONSULTANT Deliverables:

- Design Review Comments on Draft Geotechnical Design Reports

CONSULTANT shall review and comment on draft Foundation Reports for Bridges, Retaining Walls, Sound Walls, Pump Stations, and any other

structures necessary for satisfactory completion of the grade separation projects. Foundation Reports will be based upon Type Selection comments and additional information from the GDR analyses. Logs of test borings will be included as 11-inch by 17-inch plans.

CONSULTANT Deliverables:

- Design Review Comments on Draft Foundation Reports for all structures

### **3.5-10 Bridge Plans and Specifications**

CONSULTANT shall review and comment on bridge plans and structural details for all required bridge work. CONSULTANT shall also review draft technical special provisions for the bridges. Bridge design will be in accordance with specified criteria per BNSF and City Standards. Details and construction specifications will be prepared in accordance with City Standard Plans, Standard Specifications, and Standard Special Provisions. CONSULTANT shall review updated bridge cost estimates.

CONSULTANT Deliverables:

- Design Review Comments on 65% (100% unchecked) Bridge Plans, Specifications, and Cost Estimates

### **3.5-11 Wall and Other Structure Plans and Specifications**

CONSULTANT shall review and comment on retaining wall layout plans and structural details for all required walls for the grade separation projects. This task includes review of all necessary Sound Wall Plans as required and review of all other structural plans necessary to satisfactorily complete the grade separation projects. CONSULTANT shall review draft technical special provisions for walls and all other structures as required. CONSULTANT shall review updated structure cost estimates.

CONSULTANT Deliverables:

- Design Review Comments on 65% (100% unchecked) Wall Plans, and/or other structures, Specifications, and Cost Estimates

### **3.5-12 Storm Water Pollution Prevention Plan (SWPPP)**

CONSULTANT shall review and comment on updated Storm Water Data Reports (SWDR) and ensure recommendations are incorporated into the projects' PS&E.

### **3.5-13 Project Cost**

CONSULTANT shall review and comment on cost estimates at 65% completion. Throughout development of the PS&E, these estimates will be updated. If these cost estimates, or any of the updates, exceed the Project Report Cost Estimate, CONSULTANT shall recommend alternatives for reducing the project costs.

CONSULTANT Deliverables:

- Review Comments on Project Cost Estimates

### **3.5-14 Comment Resolution Meetings**

CONSULTANT shall meet with Authority, City, BNSF, and design consultant staff to discuss and resolve all 65% design review comments.

## **3.6 TASK 6- 100% PS&E SUBMITTAL**

### **3.6-1 Roadway and Non-Structural Plans and Specifications**

Designers will incorporate all CONSULTANT, reviewing agency and Authority comments into the plans and estimates as a result of the 65% PS&E review and comment resolution meetings.

The 100% PS&E Submittals will include all comments, reviews, comment responses, coordination efforts, and updated information. CONSULTANT shall back check all updated plans in the 100% PS&E Submittals, including updated Special Provisions, updated quantities and updated cost estimates, to ensure all review comments for the entire design process have been adequately addressed. CONSULTANT shall review specifications, including Authority standard language relating to administration of the construction work. CONSULTANT shall provide bidability reviews at 100% PS&E.

### **3.6-2 Bridge, Wall, and Other Structure Plans and Specifications**

CONSULTANT shall back check all updated plans in the 100% PS&E Submittals, including updated Special Provisions, updated quantities and updated cost estimates, to ensure all review comments for the entire design process have been adequately addressed for Bridges, Walls, Pump Stations, other drainage structures, and all other structures which are included in the designs. CONSULTANT shall review all specifications required. CONSULTANT shall provide bidability reviews at 100% PS&E.

Design consultants' independent review teams will analyze the structures, verify member capacities, review the structures special provisions, and prepare independent quantity calculations. All issues raised by the independent review team checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers. CONSULTANT shall verify that this process has sufficiently taken place, and shall review all independent calculations and all other relevant independent checking measures that the design consultants' independent review teams are responsible for.

CONSULTANT shall back check all Final Foundation and Geotechnical Reports ensuring that all review comments for the entire design process have been adequately addressed.

### **3.6-3 Construction Schedule**

CONSULTANT shall review and provide comments on CPM construction schedules in consultation with Authority, Cities, BNSF, and design consultants based on the estimated required working days for construction of the grade separation projects.

CONSULTANT Deliverables:

- Review Comments for CPM Schedule

### **3.6-4 Utility and ROW Update**

CONSULTANT shall review and comment on utility and ROW engineering data as requested by the Authority. Changes in right of way including acquisition and utilities, must be reflected appropriately in the drawings, maps and associated reports.

CONSULTANT Deliverables:

- Review Comments on Report containing all updated utility and ROW engineering data with changes clearly identified

### **3.6-5 Final PS&E Documents**

CONSULTANT shall conduct a final review of the Final PS&E packages submitted to Authority, BNSF, and City for final approval. Final PS&E packages will incorporate all review comments from all involved agencies and include the following:

- Final Structures and Roadway PS&E

- Full-size reproducible final structure plans
- Final roadway and structures special provisions as required
- Final Cost estimates
- Working day schedules
- Construction Administration requirements for OCTA projects
- Original/checked quantity calculations
- Electronic versions of all plans, special provisions, estimates and schedules.

CONSULTANT Deliverables:

- Written confirmation that plan checking / design review has been properly conducted and completed, and the project is ready for bid for each grade separation project.

**3.6-6 Comment Resolution Meetings**

CONSULTANT shall meet with Authority, City, BNSF, design consultant staff, and other agencies as applicable to discuss and resolve all review comments that have not been resolved previously, including 100% PS&E Submittal comments on plans, specifications, estimates, reports, construction schedules, rights-of-way and utilities, and all other prior review comments. Bidability of each grade separation project's 100% PS&E Submittal package shall be evaluated by CONSULTANT and discussed and resolved at this meeting.

**3.7 TASK 7 – CONSTRUCTION BIDDING PHASE**

Bidding procedures will be the responsibility of Authority. During bid advertisement of the project, CONSULTANT may be requested to prepare or review addenda for accuracy as requested by Authority.

**3.7-1 Respond to Inquiries**

CONSULTANT may be requested by Authority to prepare or review responses to bidders' inquiries, as requested by the Authority's Contracts Administration & Materials Management (Camm). All such responses will be routed through the Procurement Administrator.

CONSULTANT Deliverables:

- Review/prepare Bidder Inquiry Responses (hard copy & electronic in Microsoft Word)

**PROJECT SCHEDULES**

**Placentia Avenue**

<b>Activity</b>	<b>Proposed Date</b>
Notice to Proceed	January 2009
A. Begin Work	January 2009
B. Draft PS&E	
B.1 Submit 35% PS&E	---
B.2 Submit 65% PS&E	July 2009
C. Submit 100% PS&E to Authority	January 2010
D. Advertise	April 2010
E. Award	September 2010
F. Begin Construction	October 2010
G. Completion of Construction	April 2013

**Kraemer Boulevard**

<b>Activity</b>	<b>Proposed Date</b>
Notice to Proceed	January 2009
A. Begin Work	January 2009
B. Draft PS&E	
B.1 Submit 35% PS&E	May 2009
B.2 Submit 65% PS&E	November 2009
C. Submit 100% PS&E to Authority	April 2010
D. Advertise	August 2010
E. Award	December 2010
F. Begin Construction	February 2011
G. Completion of Construction	October 2013



**Orangethorpe Avenue**

<b>Activity</b>	<b>Proposed Date</b>
Notice to Proceed	January 2009
A. Begin Work	January 2009
B. Draft PS&E	
B.1 Submit 35% PS&E	September 2009
B.2 Submit 65% PS&E	October 2011
C. Submit 100% PS&E to Authority	October 2012
D. Advertise	January 2013
E. Award	June 2013
F. Begin Construction	July 2013
G. Completion of Construction	July 2016

**Tustin Avenue / Rose Drive**

<b>Activity</b>	<b>Proposed Date</b>
Notice to Proceed	January 2009
H. Begin Work	January 2009
I. Draft PS&E	
B.1 Submit 35% PS&E	September 2009
B.2 Submit 65% PS&E	October 2011
J. Submit 100% PS&E to Authority	October 2012
K. Advertise	January 2013
L. Award	June 2013
M. Begin Construction	July 2013
N. Completion of Construction	January 2016

**Lakeview Avenue**

Activity	Proposed Date
Notice to Proceed	January 2009
O. Begin Work	January 2009
P. Draft PS&E	
B.1 Submit 35% PS&E	June 2009
B.2 Submit 65% PS&E	March 2010
Q. Submit 100% PS&E to Authority	October 2010
R. Advertise	January 2011
S. Award	June 2011
T. Begin Construction	July 2011
U. Completion of Construction	January 2014

**SECTION VI**

**PARTY AND PARTICIPANT DISCLOSURE FORM**

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

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

**IMPORTANT NOTICE**

## Basic Provisions of Government Code Section 84308

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

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

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

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

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

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

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

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

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.



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

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

AND

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

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

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

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

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

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

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State Zip Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chair**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**SECTION VII**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

**Status of Past and Present Contracts Form**

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

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

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

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

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

Date \_\_\_\_\_





BOARD COMMITTEE TRANSMITTAL

**November 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Fiscal Year 2008-09 Measure M Eligibility Review

Highways Committee Meeting of November 3, 2008

**Present:** Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** None

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Approve the Measure M turnback and competitive funding eligibility for all local jurisdictions in Orange County.





**November 3, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Fiscal Year 2008-09 Measure M Eligibility Review

**Overview**

In order to remain eligible to receive Measure M turnback and competitive funds, all local jurisdictions in Orange County are required to submit elements of the Growth Management Program in accordance with the Measure M Ordinance No. 2 for review to determine compliance. The eligibility review process for fiscal year 2008-09 has been completed and is presented for Board of Directors consideration and approval.

**Recommendation**

Approve the Measure M turnback and competitive funding eligibility for all local jurisdictions in Orange County.

**Background**

In November 1990, the Revised Traffic Improvement and Growth Management Ordinance, known as Measure M, was passed. This implemented a one-half of 1 percent sales tax collection for the purpose of funding local transportation improvements.

Measure M includes an apportionment of 32 percent of revenues to local jurisdictions for street maintenance and improvements, which includes both turnback (formula distribution) and competitive programs. The turnback of sales tax money is apportioned by applying a formula using population, miles of existing Master Plan of Arterial Highways (MPAH) designated roadways located within the jurisdiction, and taxable sales. The competitive allocations are made through a call for projects.

To maintain eligibility for fiscal year 2008-09 Measure M funds, all local jurisdictions are required to submit a seven-year Capital Improvement Program (CIP)

and a Maintenance of Effort (MOE) certification. Some jurisdictions, based on an alternating year schedule, are required to submit a Pavement Management Plan (PMP) update that is consistent with the countywide pavement condition assessment standards as set forth in the Arterial Highway Rehabilitation Program.

The Orange County Transportation Authority (OCTA) maintains this annual eligibility process and provides a checklist to assist with the eligibility submissions (Attachment A). In addition to specifying the requirements for local jurisdictions, the ordinance outlines a role of oversight to the Taxpayers Oversight Committee (TOC) and the Technical Advisory Committee (TAC). During this review cycle the TOC was responsible for reviewing and approving the local agencies' CIPs and the TAC was responsible for approving the MOE, PMP, and MPAH consistency documentation. The determinations of these committees are forwarded to the OCTA Board of Directors (Board) for final eligibility determination.

### ***Discussion***

Each local jurisdiction submitted eligibility documentation by the June 30, 2008, deadline. OCTA staff reviewed the submittals to ensure each eligibility package was complete and accurate and worked with the local jurisdictions to obtain additional information and/or backup materials as needed.

The TOC found all local agencies to be in compliance with the expenditure of Measure M funds and approved a recommendation to forward its findings to the OCTA Board. Likewise, the TAC found all local agencies to be in compliance with the reporting requirements of Measure M and approved a recommendation to forward its findings to the OCTA Board.

A finding of compliance with eligibility requirements allows local agencies to continue to receive Measure M funds for use in funding local streets and roads projects.

### ***Summary***

All local jurisdictions in Orange County have submitted fiscal year 2008-09 Measure M eligibility packages. The information was reviewed and approved by the appropriate committees. OCTA staff is presenting the committee's findings of compliance and recommends a final finding of turnback and competitive eligibility for all local agencies.

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**Attachment**

- A. Measure M Eligibility Checklist for Fiscal Year (FY) 2008-09

**Prepared by:**



Tresa Oliveri  
Transportation Analyst  
(714) 560-5374

**Approved by:**



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

<b>MEASURE M</b> <b>ELIGIBILITY CHECKLIST FOR FISCAL YEAR (FY) 2008-09</b>
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Responsibility: Cities and County

<b>FY 2008-09 MEASURE M CHECKLIST</b>	<b>YES</b>	<b>NO</b>
---------------------------------------	------------	-----------

Capital Improvement Program (CIP)

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. Did you submit your draft Measure M seven-year CIP for FY 2008-09 through FY 2014-15 to the Orange County Transportation Authority (OCTA) by June 30, 2008? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Did you utilize the required CIP development software?  | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Have you indicated what percentage of funding will come from each source for each of the projects?  | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Have you listed projects in current year (2008) dollars?  | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Did you include all projects that are partially, fully or potentially funded by Measure M?  | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Have you established an estimated target date prior to August 8, 2008, for submitting your final, adopted Measure M seven-year CIP to OCTA?                 | <input type="checkbox"/> | <input type="checkbox"/> |

Maintenance of Effort (MOE)

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 2. Did you submit your MOE certification and supporting budget documentation to OCTA by June 30, 2008?                   | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Did you use the MOE reporting form included in the Growth Management Program (GMP) preparation manual for FY 2008-09? | <input type="checkbox"/> | <input type="checkbox"/> |

Pavement Management Program (PMP)

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 3. Did you submit a PMP update to OCTA in 2007?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answered "no" to question #3, did you submit a PMP update to OCTA for FY 2008-09 by June 30, 2008? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Did you use the current PMP certification form?   | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is the PMP consistent with the Arterial Highway Rehabilitation Program standards?                         | <input type="checkbox"/> | <input type="checkbox"/> |

Resolution of Master Plan of Arterial Highway (MPAH) Consistency

**YES**    **NO**

5. Did you submit a resolution demonstrating consistency with the MPAH in 2007?
- a. If not, did you submit an MPAH consistency resolution to OCTA for FY 2008-09 by June 30, 2008?
6. Have you enclosed a figure representing your most current circulation element?

Development Monitoring

7. Has your jurisdiction established and followed performance monitoring mechanisms for development projects qualifying under the Measure M Development Phasing Program requirements?
8. Please check the appropriate box(es) that explain how your jurisdiction has assessed project traffic demand in relation to circulation infrastructure capacity. Has this information been included in:
- a. Environmental documentation?
- b. Site plan review documents?
- c. General plan amendments?
- d. Other (please explain below).

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Deficient Intersection List

9. Has your jurisdiction identified any intersections which do not meet the established Measure M level of service standard (LOS D)?
10. If yes, has your jurisdiction adopted a deficient intersection list through a noticed public hearing of elected officials and submitted the list to the GMA's and OCTA?

**Submitted by:**

---

Name (Print)                      Signature                      Title

---

Jurisdiction                      Telephone Number                      Date





**November 10, 2008**

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

**Overview**

Staff has prepared a Measure M progress report for the third quarter of 2008. This is a regular report that highlights the Measure M projects and programs currently under development.

**Recommendation**

Receive and file as an information item.

**Background**

Measure M Ordinance No. 2 requires quarterly reports to the Orange County Transportation Authority's (OCTA) Board of Directors (Board), which present the progress of implementing the Measure M Expenditure Plan. Quarterly reports highlight accomplishments for the freeway, streets and roads, and transit programs within Measure M. Reports also include summary financial information for the period and total program to date.

**Discussion**

This quarterly report updates progress in implementing the Measure M Expenditure Plan during the third quarter of 2008 (July through September). Highlights and accomplishments of work-in-progress for freeway, streets and roads, and transit programs, along with expenditure information are presented for Board review.

**Freeway Program**

Prior Measure M construction projects along the Santa Ana Freeway (Interstate 5), Costa Mesa Freeway (State Route 55), Orange Freeway (State Route 57), and

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the Riverside Freeway (State Route 91) are complete. The following are highlights and major accomplishments along each of the freeway corridors:

#### Interstate 5 (I-5), Gateway Project

The two-mile stretch of the I-5, from just north of the I-5/State Route 91(SR-91) interchange to the Los Angeles County line, is the last phase of the I-5 in Orange County to be improved. On April 18, 2006, the freeway widening construction package was awarded to FCI Constructors/Balfour Beatty Construction, Inc. Various construction activities continued during the report period, with the project currently 55 percent complete.

During the quarter, I-5 southbound traffic was moved onto newly constructed lanes from the Los Angeles County line to the Beach Boulevard off-ramp. Foundation work for the west half of the Beach Boulevard bridge was completed and bridge support walls and columns were constructed and bridge falsework began in October 2008. The southbound Artesia Boulevard bridge has been demolished and pile driving for the foundation of the new I-5 bridge over Artesia Boulevard is underway. Retaining wall construction continues in the area of Beach Boulevard and to the north of the Western Avenue bridge.

The public outreach team continues to attend various community events and is making presentations concerning Beach Boulevard detours to the City Council, local organizations, and business associations.

#### State Route 57 (SR-57)

In November 1992, OCTA completed the Measure M carpool lane project on the SR-57, between the I-5 and Lambert Road. In September 2007, the Board approved amending the Measure M Expenditure Plan to include additional projects along the SR-57 that are currently included in Project J in the Renewed Measure M. The amendment allocated \$22 million in Measure M freeway program savings to pay for design and right-of-way pre-construction costs to add a new northbound lane along the SR-57, from Oranewood Avenue to Lambert Road.

Three projects to provide the additional freeway capacity are currently underway. The design notice to proceed for the Orangethorpe Avenue to Yorba Linda Boulevard project was issued on February 18, 2008. The project's design schedule is very aggressive at 22 months. The design phase is currently 26 percent complete. The 35 percent draft roadway design plans were submitted on schedule to the California Department of Transportation (Caltrans) for review and comment in July 2008. The shortened project schedule requires an expedited review by Caltrans, which was completed in August 2008.



The design notice to proceed for the Yorba Linda Boulevard to Lambert Road project was also issued on February 18, 2008. This project also has a compressed design duration of only 22 months. Design is currently 40 percent complete. The 35 percent draft roadway design plans were submitted on schedule to Caltrans for review and comment in June 2008. The shortened project schedule requires an expedited review by Caltrans, which was completed in July 2008.

Work is also underway on the SR-57 project between Katella Avenue and Lincoln Avenue. To expedite project delivery, OCTA awarded a consultant contract combining both environmental and design services. The combined effort is scheduled to be completed in an accelerated 31 month schedule. The notice to proceed was issued on April 10, 2008. The environmental phase is currently 72 percent complete with the consultant team expediting the engineering and technical studies and well underway with the preparation of the environmental document.

#### Streets and Roads Programs

Substantial additional funding to cities and the County is provided by the various programs within the Measure M Local and Regional Streets and Roads Programs through OCTA's Combined Transportation Funding Program (CTFP). The CTFP encompasses Measure M streets and roads competitive programs, as well as federal sources such as the Regional Surface Transportation Program. Funds are awarded on a competitive basis within the guidelines of each program and are used to fund a wide range of transportation projects.

During the third quarter of 2008, the CTFP provided \$11.9 million towards streets and roads projects throughout the County. This included the commencement of \$7.9 million in projects and the closeout of an additional \$4 million. Some of the projects of significance include: the City of Anaheim's Gene Autry Way project was issued \$5.2 million toward the right-of-way phase, the City of Dana Point's project at Del Obispo Street was issued \$1.2 million toward construction, and the City of Orange was issued \$1.2 million for efforts in improving Santiago Canyon Road.

#### Transit Programs

##### Rail Program

The OCTA rail program is comprised mainly of the Metrolink Commuter Rail Program and the associated capital improvements intended to support existing service as well as future service expansion.

**Metrolink Service Expansion Program (Expansion)**

On November 14, 2005, the Board authorized the implementation of the Expansion. The Expansion includes all of the capital and operational improvements necessary to accomplish 30- to 60-minute service between the stations located in Fullerton and Laguna Niguel/Mission Viejo. When feasible and appropriate, local, state, and federal funds are used to fund program elements. Only those elements supported by Measure M funding are discussed here.

A cooperative agreement is in place between the Southern California Regional Rail Authority (SCRRA) and OCTA. Under the agreement, SCRRA is the lead for the design, construction, and construction management effort necessary for the Expansion. OCTA is responsible for the environmental analysis and approval, right-of-way acquisition, utility relocation, as well as providing funding to SCRRA for construction. In accordance with the cooperative agreement, SCRRA issued a notice to proceed to its design team in July 2007. Staff provided a report to the Board on April 28, 2008, and updated the list of capital infrastructure improvements and associated cost estimates based on preliminary engineering efforts. The new cost estimate is \$95 million for the rail infrastructure improvements.

The SCRRA issued an invitation for bids (IFB) on September 26, 2008. Bids are due in early December. The SCRRA Board of Directors is expected to award the contract in December 2008, with construction projected to start in the first quarter of 2009. The bid package includes civil construction work for both the Expansion and the Grade Crossing Safety Enhancements and Quiet Zone Program, which are part of the Early Action Plan for Renewed Measure M.

In addition to the current IFB, there are four other procurement packages associated with the Expansion, including packages for long lead-time materials such as special track work, new rail, railroad cross ties, and signal materials. Signal construction and signal maintenance bids are also being solicited by SCRRA to support the Expansion.

Staff continues to meet with individual station cities in order to develop conceptual plans for expansion of parking facilities necessary to support the Expansion. The City of Orange completed a parking study that will be utilized for site selection of a parking facility. OCTA is in the process of finalizing a cooperative agreement with the City of Tustin for the design of a 825 space parking structure to be built on the existing parking lot site. The selection process for the design consultant is underway and final selection is expected to go to the Board the fourth quarter of 2008.

### City-Initiated Transit Extensions to Metrolink

Go Local Step Two activities continued moving forward through the third quarter. The bus/shuttle concepts submitted in Step One have been reviewed and evaluated, with the exception of four outstanding project teams. Recommendations for Step Two have been developed and were presented to the Board in October 2008. The four outstanding teams are anticipated to submit a final report by the end of the year.

In May 2008, the Board directed staff to procure outside resources to work directly with participating local agencies to conduct service planning on the bus/shuttle concepts and to supplement program development through program management oversight and technical support. These two requests for proposals (RFP) were issued and staff has completed evaluations. The recommendations were presented to the Board in late October 2008. The service planning work will occur over the next 12 - 24 months.

Activities on the fixed-guideway project concepts included drafting cooperative agreements with the cities of Anaheim and Santa Ana to define the roles and responsibilities, as well as project milestones, for use of each of the city's' \$5.9 million award for Step Two. The City of Anaheim released a RFP for this work at the end of October 2008 and the City of Santa Ana will follow in November 2008. The City of Irvine continued work on its alternatives analysis and preliminary environmental work.

Development of the Anaheim Regional Transportation Intermodal Center (ARTIC) continues moving forward. OCTA, in coordination with the City of Anaheim, has completed a project description for ARTIC. The project description defines the approved three phase implementation and a general description of each phase. Staff has also been working with the City of Anaheim on a cooperative agreement to define roles and responsibilities of each agency for Phase 1 of the ARTIC development. These two documents will be presented to the Board in early November 2008.

### Financial Status

As required in Measure M, all Orange County eligible jurisdictions receive 14.6 percent of the sales tax revenue based on population ratio, Master Plan of Arterial Highways miles, and total taxable sales. There are no competitive criteria to meet, but there are administrative requirements such as having a growth management plan. This money can be used for local transportation projects as well as ongoing maintenance of local streets and roads. The total amount of Measure M turnback funds distributed since program implementation is

\$500.7 million. Distributions to individual agencies, from inception-to-date and for the report period, are detailed in Attachment A.

Net Measure M expenditures through September 30, 2008, total \$3.131 billion. Net expenditures include project specific reimbursements to Measure M from cities, local agencies, and Caltrans. Total net tax revenues consist primarily of Measure M sales tax revenues and non-bond interest minus estimated non-project related administrative expenses through 2011. Net revenues, expenditures, estimates at completion, and summary project budgets, per the Measure M Expenditure Plan, are presented in Attachment B. The basis for project budgets within each of the Measure M Expenditure Plan programs is identified in the notes section of Attachment B. Additional details and supporting information to the Measure M Revenue and Expenditure Summary are provided under Attachment C.

#### Budget Variances

Project budget versus estimate at completion variances relate to freeway and transitway elements as these programs have defined projects. Other programs, such as regional and local streets and roads, assume all net tax revenues will be spent on existing or yet to be defined future projects.

No changes to project budgets or estimates at completion occurred during the report period.

#### **Summary**

As required in Measure M Ordinance No. 2, a quarterly report is provided to update progress in implementing the Measure M Expenditure Plan. This report covers freeways, streets and roads, transit program highlights, and accomplishments from July through September 2008.

**Attachments**

- A. Measure M Local Turnback Payments
- B. Measure M Revenue and Expenditure Summary as of September 30, 2008
- C. Supporting Information to Measure M Revenue and Expenditure Summary

**Prepared by:**



Norbert Lippert  
Project Controls Manager  
(714) 560-5733

**Approved by:**



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

## MEASURE M LOCAL TURNBACK PAYMENTS

Agency	Third Quarter 2008	Total Apportionment as of 09/30/08
Aliso Viejo	\$ 73,932	\$ 3,109,541
Anaheim	688,346	54,905,723
Brea	109,850	8,935,724
Buena Park	185,689	13,430,927
Costa Mesa	286,625	23,606,519
Cypress	112,451	8,807,724
Dana Point	68,225	5,603,050
Fountain Valley	129,207	10,780,459
Fullerton	258,460	21,513,116
Garden Grove	300,896	24,513,637
Huntington Beach	386,761	32,128,679
Irvine	504,183	35,055,487
Laguna Beach	52,723	4,201,282
Laguna Hills	73,598	5,908,520
Laguna Niguel	136,623	10,650,684
Laguna Woods	28,234	1,500,341
La Habra	109,001	8,400,679
Lake Forest	160,841	10,998,908
La Palma	36,902	2,810,553
Los Alamitos	27,455	2,352,900
Mission Viejo	194,085	15,567,504
Newport Beach	216,298	15,453,426
Orange	330,763	25,996,308
Placentia	95,611	7,761,666
Rancho Santa Margarita	88,280	4,042,620
San Clemente	114,197	7,898,256
San Juan Capistrano	79,774	6,185,378
Santa Ana	590,204	49,159,891
Seal Beach	51,769	3,949,652
Stanton	61,325	4,932,715
Tustin	165,434	13,481,955
Villa Park	10,888	900,228
Westminster	177,497	14,754,159
Yorba Linda	118,582	9,281,578
County Unincorporated	357,932	32,149,412
<b>Total County:</b>	<b>\$ 6,382,640</b>	<b>\$ 500,729,202</b>

**Measure M Revenue and Expenditure Summary  
as of September 30, 2008**

<u>Project Description</u> <i>(\$ in thousands, escalated to year of expenditure/revenue)</i>	Total Net Tax Revenues	Project Budget	Estimate at Completion	Variance Total Net Tax Revenues to Est at Completion	Variance Project Budget to Est at Completion	To Date Net Project Cost	Percent Budget Expended	Notes
	A	B	C	(A - C)	(B - C)	D	(D / B)	
<b>Freeways (43%)</b>								
I-5 between I-405 and I-605	\$ 982,834	\$ 810,010	\$ 804,897	\$ 177,937	\$ 5,113	\$ 696,079	85.9%	1
I-5 between I-5/I-405 Interchange and San Clemente	70,299	57,836	59,935	10,364	(2,099)	59,936	103.6%	1
I-5/I-405 Interchange	89,226	72,802	73,075	16,151	(273)	73,075	100.4%	1
SR-55 between I-5 and SR-91	59,484	44,511	50,196	9,288	(5,685)	49,339	110.8%	1
SR-57 between I-5 and Lambert Road	51,372	46,128	44,596	6,776	1,532	22,758	49.3%	1
SR-91 between Riverside Co. line & Los Angeles Co. line	128,431	116,136	105,666	22,765	10,470	105,389	90.7%	1
SR-22 between SR-55 and Valley View Street	409,627	295,050	299,490	110,137	(4,440)	292,224	99.0%	1
Subtotal Projects	\$ 1,791,273	\$ 1,442,473	\$ 1,437,855	\$ 353,418	\$ 4,618	\$ 1,298,800	90.0%	
Net (Bond Revenue)/Debt Service		307,382	307,382	(307,382)	-	307,668		
<b>Total Freeways</b>	<b>\$ 1,791,273</b>	<b>\$ 1,749,855</b>	<b>\$ 1,745,237</b>	<b>\$ 46,036</b>	<b>\$ 4,618</b>	<b>\$ 1,606,468</b>	<b>91.8%</b>	<b>3</b>
<b>Expenditures as a Percent of Total Program</b>							<b>51.3%</b>	
<b>Regional Street and Road Projects (11%)</b>								
Smart Streets	\$ 157,108	\$ 154,734	\$ 154,734	\$ 2,374	\$ -	\$ 141,740	91.6%	2
Regionally Significant Interchagnes	91,647	91,647	91,647	-	-	58,309	63.6%	2
Intersection Improvement Program	130,924	130,924	130,924	-	-	67,161	51.3%	2
Traffic Signal Coordination	65,462	65,462	65,462	-	-	43,417	66.3%	2
Transportation Systems and Transporation Demand Mgmt	13,092	13,092	13,092	-	-	7,312	55.9%	2
Subtotal Projects	\$ 458,233	\$ 455,859	\$ 455,859	\$ 2,374	\$ -	\$ 317,939	69.7%	
Net (Bond Revenue)/Debt Service		2,374	2,374	(2,374)	-	2,377		
<b>Total Regional Street and Road Projects</b>	<b>\$ 458,233</b>	<b>\$ 458,233</b>	<b>\$ 458,233</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 320,316</b>	<b>69.9%</b>	<b>2</b>
<b>Expenditures as a Percent of Total Program</b>							<b>10.2%</b>	

**ATTACHMENT B**

**Measure M Revenue and Expenditure Summary  
as of September 30, 2008**

Project Description <i>(\$ in thousands, escalated to year of expenditure/revenue)</i>	Total Net Tax Revenues	Project Budget	Estimate at Completion	Variance Total Net Tax Revenues to Est at Completion	Variance Project Budget to Est at Completion	To Date Net Project Cost	Percent Budget Expended	Notes
	A	B	C	(A - C)	(B - C)	D	(D / B)	
<b>Local Street and Road Projects (21%)</b>								
Master Plan of Arterial Highway Improvements	\$ 169,172	\$ 169,172	\$ 169,172	\$ -	\$ -	\$ 75,250	44.5%	2
Streets and Roads Maintenance and Road Improvements	605,636	605,636	605,636	-	-	500,793	82.7%	2
Growth Management Area Improvements	100,000	100,000	100,000	-	-	67,746	67.7%	2
Subtotal Projects	\$ 874,808	\$ 874,808	\$ 874,808	\$ -	\$ -	\$ 643,789	73.6%	
Net (Bond Revenue)/Debt Service						-		
<b>Total Local Street and Road Projects</b>	<b>\$ 874,808</b>	<b>\$ 874,808</b>	<b>\$ 874,808</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 643,789</b>	<b>73.6%</b>	
<b>Expenditures as a Percent of Total Program</b>						<b>20.6%</b>		
<b>Transit Projects (25%)</b>								
Pacific Electric Right-of-Way	\$ 20,157	\$ 15,000	\$ 14,000	\$ 6,157	\$ 1,000	\$ 13,803	92.0%	
Commuter Rail	376,419	363,422	360,989	15,430	2,433	289,349	79.6%	
High-Technology Advanced Rail Transit	456,889	441,114	464,580	(7,691)	(23,466)	58,918	13.4%	
Elderly and Handicapped Fare Stabilization	20,000	20,000	20,000	-	-	17,010	85.1%	
Transitways	167,974	146,381	126,348	41,626	20,033	125,826	86.0%	1
Subtotal Projects	\$ 1,041,439	\$ 985,917	\$ 985,917	\$ 55,522	\$ -	\$ 504,906	51.2%	
Net (Bond Revenue)/Debt Service		55,522	55,522	(55,522)	-	55,574		
<b>Total Transit Projects</b>	<b>\$ 1,041,439</b>	<b>\$ 1,041,439</b>	<b>\$ 1,041,439</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 560,480</b>	<b>53.8%</b>	
<b>Expenditures as a Percent of Total Program</b>						<b>17.9%</b>		
<b>Total Measure M Program</b>	<b>\$ 4,165,753</b>	<b>\$ 4,124,335</b>	<b>\$ 4,119,717</b>	<b>\$ 46,036</b>	<b>\$ 4,618</b>	<b>\$ 3,131,053</b>	<b>75.9%</b>	

Notes:

1. Project Budget based on escalated value of 1996 Freeway Strategic Plan plus subsequent Board approved amendments.
2. Project Budget and Estimate at Completion equal to Total Net Tax Revenues as all funds collected will be expended on future projects.
3. Due to a change in reporting practices, Estimates at Completion now include approximately \$10 million of OCTA direct project labor not included in Project Budgets.



**ATTACHMENT C**

*Schedule 1*

**Supporting Information to Measure M Revenue and Expenditure Summary**

<i>(\$ in thousands)</i>	Quarter Ended Sept 30, 2008	Year to Date Sept 30, 2008	Period from Inception to Sept 30, 2008
	<i>(A)</i>		<i>(B)</i>
<b>Revenues:</b>			
Sales taxes	\$ 54,427	\$ 54,427	\$ 3,396,220
Other agencies share of Measure M costs			
Project related	-	-	380,172
Non-project related	-	-	614
Interest:			
Operating:			
Project related	-	-	868
Non-project related	5,767	5,767	229,657
Bond proceeds	-	-	136,067
Debt service	804	804	78,617
Commercial paper	21	21	6,067
Orange County bankruptcy recovery	-	-	42,268
Capital grants	933	933	145,945
Right-of-way leases	97	97	4,456
Miscellaneous	-	-	801
	<hr/>		
Total revenues	62,049	62,049	4,421,752
<hr/>			
<b>Expenditures:</b>			
Supplies and services:			
State Board of Equalization (SBOE) fees	735	735	49,705
Professional services:			
Project related	1,778	1,778	163,193
Non-project related	57	57	27,455
Administration costs:			
Project related	582	582	16,295
Non-project related	1,247	1,247	73,806
Orange County bankruptcy loss	-	-	78,618
Other:			
Project related	21	21	1,159
Non-project related	68	68	15,347
Payments to local agencies:			
Turnback	6,383	6,383	500,777
Competitive projects	3,085	3,085	489,235
Capital outlay	621	621	1,895,997
Debt service:			
Principal payments on long-term debt	-	-	767,400
Interest on long-term debt and commercial paper	6,682	6,682	541,224
	<hr/>		
Total expenditures	21,259	21,259	4,620,211
	<hr/>		
Excess (deficiency) of revenues over (under) expenditures	40,790	40,790	(198,459)
<hr/>			
<b>Other financing sources (uses):</b>			
Transfers out:			
Project related	(1,000)	(1,000)	(252,369)
Non-project related	-	-	(5,116)
Transfers in project related	34	34	1,863
Proceeds on sale of capital assets	537	537	20,281
Bond proceeds	-	-	1,169,999
Advance refunding escrow	-	-	(931)
Payment to refunded bond escrow agent	-	-	(152,930)
	<hr/>		
Total other financing sources (uses)	(429)	(429)	780,797
	<hr/>		
Excess (deficiency) of revenues over (under) expenditures and other sources (uses)	\$ 40,361	\$ 40,361	\$ 582,338
	<hr/>		

See accompanying notes to Measure M Schedules

**Measure M**  
**Schedule of Calculations of Net Tax Revenues and Net Bond Revenues (Debt Service)**  
**September 30, 2008**

<i>(\$ in thousands)</i>	Quarter Ended Sept 30, 2008 (actual)	Year Ended Sept 30, 2008 (actual)	Period from Inception through Sept 30, 2008 (actual)	Period from October 1, 2008 through March 31, 2011 (forecast)	Total
	(C.1)	(C.1)	(D.1)	(E.1)	(F.1)
<b>Tax revenues:</b>					
Sales taxes	\$ 54,427	\$ 54,427	\$ 3,396,220	\$ 705,007	\$ 4,101,227
Other agencies share of Measure M costs	-	-	614	-	614
Operating interest	5,767	5,767	229,657	23,821	253,478
Orange County bankruptcy recovery	-	-	20,683	-	20,683
Miscellaneous	-	-	801	-	801
Total tax revenues	<u>60,194</u>	<u>60,194</u>	<u>3,647,975</u>	<u>728,828</u>	<u>4,376,803</u>
<b>Administrative expenditures:</b>					
SBOE fees	735	735	49,705	6,557	56,262
Professional services, non-project related	57	57	18,650	4,153	22,803
Administration costs, non-project related	1,247	1,247	73,806	13,776	87,582
Operating transfer out, non-project related	-	-	5,116	-	5,116
Orange County bankruptcy loss	-	-	29,792	-	29,792
Other, non-project related	68	68	6,248	3,247	9,495
	<u>2,107</u>	<u>2,107</u>	<u>183,317</u>	<u>27,732</u>	<u>211,049</u>
<b>Net tax revenues</b>	<u>\$ 58,087</u>	<u>\$ 58,087</u>	<u>\$ 3,464,658</u>	<u>\$ 701,095</u>	<u>\$ 4,165,753</u>
<b>Bond revenues:</b>					
Proceeds from issuance of bonds	\$ -	\$ -	\$ 1,169,999	\$ -	\$ 1,169,999
Interest revenue from bond proceeds	-	-	136,067	-	136,067
Interest revenue from debt service funds	804	804	78,617	9,881	88,498
Interest revenue from commercial paper	21	21	6,067	-	6,067
Orange County bankruptcy recovery	-	-	21,585	-	21,585
Total bond revenues	<u>825</u>	<u>825</u>	<u>1,412,335</u>	<u>9,881</u>	<u>1,422,216</u>
<b>Financing expenditures and uses:</b>					
Professional services, non-project related	-	-	8,805	-	8,805
Payment to refunded bond escrow	-	-	153,861	-	153,861
Bond debt principal	-	-	767,400	236,555	1,003,955
Bond debt interest expense	6,682	6,682	541,224	21,725	562,949
Orange County bankruptcy loss	-	-	48,826	-	48,826
Other, non-project related	-	-	9,099	-	9,099
Total financing expenditures and uses	<u>6,682</u>	<u>6,682</u>	<u>1,529,215</u>	<u>258,280</u>	<u>1,787,495</u>
<b>Net bond revenues (debt service)</b>	<u>\$ (5,857)</u>	<u>\$ (5,857)</u>	<u>\$ (116,880)</u>	<u>\$ (248,399)</u>	<u>\$ (365,279)</u>

See accompanying notes to Measure M Schedules

**Measure M**  
**Schedule of Revenues and Expenditures Summary**  
**September 30, 2008**

Project Description	Net Tax Revenues Program to date Actual	Total Net Tax Revenues	Project Budget	Estimate at Completion	Variance Total Net Tax Revenues to Est at Completion	Variance Project Budget to Est at Completion	Expenditures through Sept 30, 2008	Reimbursements through Sept 30, 2008	Net Project Cost	Percent of Budget Expended
(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)
<i>(\$ in thousands)</i>										
<b>Freeways (43%)</b>										
I-5 between I-405 (San Diego Fwy) and I-605 (San Gabriel Fwy)	\$ 817,424	\$ 982,834	\$ 810,010	\$ 804,897	\$ 177,937	\$ 5,113	\$ 777,011	\$ 80,932	\$ 696,079	85.9%
I-5 between I-5/I-405 Interchange and San Clemente	58,468	70,299	57,836	59,935	10,364	(2,099)	70,294	10,358	59,936	103.6%
I-5/I-405 Interchange	74,209	89,226	72,802	73,075	16,151	(273)	98,157	25,082	73,075	100.4%
S.R. 55 (Costa Mesa Fwy) between I-5 and S.R. 91 (Riverside Fwy)	49,473	59,484	44,511	50,196	9,288	(5,685)	55,511	6,172	49,339	110.8%
S.R. 57 (Orange Fwy) between I-5 and Lambert Road	42,726	51,372	46,128	44,596	6,776	1,532	25,617	2,859	22,758	49.3%
S.R. 91 (Riverside Fwy) between Riverside Co. line & Los Angeles Co. line	106,816	128,431	116,136	105,666	22,765	10,470	123,995	18,606	105,389	90.7%
S.R. 22 (Garden Grove Fwy) between S.R. 55 and Valley View St.	340,687	409,627	295,050	299,490	110,137	(4,440)	590,619	298,395	292,224	99.0%
<b>Subtotal Projects</b>	<b>1,489,803</b>	<b>1,791,273</b>	<b>1,442,473</b>	<b>1,437,855</b>	<b>353,418</b>	<b>4,618</b>	<b>1,741,204</b>	<b>442,404</b>	<b>1,298,800</b>	
Net (Bond Revenue)/Debt Service			307,382	307,382	(307,382)	-	307,668		307,668	
<b>Total Freeways</b>	<b>\$ 1,489,803</b>	<b>\$ 1,791,273</b>	<b>\$ 1,749,855</b>	<b>\$ 1,745,237</b>	<b>\$ 46,036</b>	<b>\$ 4,618</b>	<b>\$ 2,048,872</b>	<b>\$ 442,404</b>	<b>\$ 1,606,468</b>	
<b>%</b>				42.4%					51.3%	
<b>Regional Street and Road Projects (11%)</b>										
Smart Streets	\$ 130,667	\$ 157,108	\$ 154,734	\$ 154,734	\$ 2,374	\$ -	\$ 145,229	\$ 3,489	\$ 141,740	91.6%
Regionally Significant Interchanges	76,222	91,647	91,647	91,647	-	-	58,455	146	58,309	63.6%
Intersection Improvement Program	108,889	130,924	130,924	130,924	-	-	67,375	214	67,161	51.3%
Traffic Signal Coordination	54,445	65,462	65,462	65,462	-	-	43,549	132	43,417	66.3%
Transportation Systems Management and Transportation Demand Management	10,889	13,092	13,092	13,092	-	-	7,461	149	7,312	55.9%
<b>Subtotal Projects</b>	<b>381,112</b>	<b>458,233</b>	<b>455,859</b>	<b>455,859</b>	<b>2,374</b>	<b>-</b>	<b>322,069</b>	<b>4,130</b>	<b>317,939</b>	
Net (Bond Revenue)/Debt Service			2,374	2,374	(2,374)	-	2,377		2,377	
<b>Total Regional Street and Road Projects</b>	<b>\$ 381,112</b>	<b>\$ 458,233</b>	<b>\$ 458,233</b>	<b>\$ 458,233</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 324,446</b>	<b>\$ 4,130</b>	<b>\$ 320,316</b>	
<b>%</b>				11.1%					10.2%	

**Measure M**  
**Schedule of Revenues and Expenditures Summary**  
**September 30, 2008**

Project Description (G)	Net Tax Revenues Program to date Actual (H)	Total Net Tax Revenues (I)	Project Budget (J)	Estimate at Completion (K)	Variance Total Net Tax Revenues to Est at Completion (L)	Variance Project Budget to Est at Completion (M)	Expenditures through Sept 30, 2008 (N)	Reimbursements through Sept 30, 2008 (O)	Net Project Cost (P)	Percent of Budget Expended (Q)
<i>(\$ in thousands)</i>										
<b>Local Street and Road Projects (21%)</b>										
Master Plan of Arterial Highway Improvements	\$ 123,870	\$ 169,172	\$ 169,172	\$ 169,172	\$ -	\$ -	\$ 75,349	\$ 99	\$ 75,250	44.5%
Streets and Roads Maintenance and Road Improvements	503,708	605,636	605,636	605,636	-	-	500,793	-	500,793	82.7%
Growth Management Area Improvements	100,000	100,000	100,000	100,000	-	-	68,177	431	67,746	67.7%
Subtotal Projects	727,578	874,808	874,808	874,808	-	-	644,319	530	643,789	
Net (Bond Revenue)/Debt Service							-		-	
<b>Total Local Street and Road Projects</b>	<b>\$ 727,578</b>	<b>\$ 874,808</b>	<b>\$ 874,808</b>	<b>\$ 874,808</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 644,319</b>	<b>\$ 530</b>	<b>\$ 643,789</b>	
<b>%</b>				21.2%					20.6%	
<b>Transit Projects (25%)</b>										
Pacific Electric Right-of-Way	\$ 16,764	\$ 20,157	\$ 15,000	\$ 14,000	\$ 6,157	\$ 1,000	\$ 16,389	\$ 2,586	\$ 13,803	92.0%
Commuter Rail	309,702	376,419	363,422	360,989	15,430	2,433	350,223	60,874	289,349	79.6%
High-Technology Advanced Rail Transit	379,995	456,889	441,114	464,580	(7,691)	(23,466)	65,273	6,355	58,918	13.4%
Elderly and Handicapped Fare Stabilization	20,000	20,000	20,000	20,000	-	-	17,010	-	17,010	85.1%
Transitways	139,704	167,974	146,381	126,348	41,626	20,033	162,513	36,687	125,826	86.0%
Subtotal Projects	866,165	1,041,439	985,917	985,917	55,522	-	611,408	106,502	504,906	
Net (Bond Revenue)/Debt Service			55,522	55,522	(55,522)	-	55,574		55,574	
<b>Total Transit Projects</b>	<b>\$ 866,165</b>	<b>\$ 1,041,439</b>	<b>\$ 1,041,439</b>	<b>\$ 1,041,439</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 666,982</b>	<b>\$ 106,502</b>	<b>\$ 560,480</b>	
<b>%</b>				25.3%					17.9%	
<b>Total Measure M Program</b>	<b>\$ 3,464,658</b>	<b>\$ 4,165,753</b>	<b>\$ 4,124,335</b>	<b>\$ 4,119,717</b>	<b>\$ 46,036</b>	<b>\$ 4,618</b>	<b>\$ 3,684,619</b>	<b>\$ 553,566</b>	<b>\$ 3,131,053</b>	

See accompanying notes to Measure M Schedules





BOARD COMMITTEE TRANSMITTAL

**November 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Placentia Grade Separations Update

Transportation 2020 Committee Meeting of October 20, 2008

**Present:** Directors Amante, Brown, Campbell, Cavecche, and Pringle  
**Absent:** Directors Buffa and Dixon

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Receive and file as an information item.

**Note**

This Item was also presented at the October 20, 2008, Highways Committee.



**October 20, 2008**

**To:** Transportation 2020 Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Placentia Grade Separations Update

### **Overview**

The environmental review of the railroad grade separation projects in the City of Placentia is nearing completion. The Placentia City Council is expected to approve the document within the next month. Once the environmental document is approved, the Orange County Transportation Authority will become the lead agency in completing the design and construction of five of the proposed railroad grade separation projects. An overview of the environmental review of the projects is presented in this report.

### **Recommendation**

Receive and file as an information item.

### **Background**

The California Transportation Commission (CTC) approved applications from the Orange County Transportation Authority (OCTA) to fund seven railroad grade separation projects in Orange County through the Trade Corridors Improvement Fund (TCIF) program. The seven grade separation projects include five projects in the City of Placentia (City) and two projects in the City of Fullerton. The CTC requested that OCTA serve as the lead agency for the five projects in the City and asked that OCTA oversee the delivery of the other two projects by the City of Fullerton.

The seven grade separation projects are along the Orangethorpe rail corridor at Raymond Avenue and State College Boulevard in Fullerton and at Kraemer Boulevard, Lakeview Avenue, Orangethorpe Avenue, Placentia Avenue, and Tustin Avenue/Rose Drive in the City. Attachment A shows the location of the seven grade separations and provides a count of the current average daily traffic (ADT) passing through each of the intersections.

The environmental document for these five projects is being prepared by the City. Once the final documents are approved, OCTA will take over as lead agency for final design, right-of-way acquisition, and construction of the five projects.

The CTC set a goal to have all TCIF projects under construction by December 2013. OCTA has committed to advance these projects immediately and to have all projects under construction by this date.

***Discussion***

The environmental document for the Placentia Avenue grade separation was completed and approved by the City in mid-2001. The environmental document for the remaining four grade separation projects (Kraemer Boulevard, Lakeview Avenue, Orangethorpe Avenue, and Tustin Avenue/Rose Drive) is currently underway and is scheduled to be completed by the end of this year.

On July 24, 2008, the City held a formal hearing to provide the public with information about the projects and draft environmental document. In the meeting, the draft environmental document and general informational displays were available for public review. Representatives from the City also took questions, comments, and suggestions from the public regarding the proposed project. The formal public review and comment period for the projects was closed on August 11, 2008.

A number of the residents in the area have expressed concern about the need to take private homes to make way for the grade separations. The City has met with these residents and has committed to explore ways to minimize the number of homes impacted by the projects during final design. In the recent months, City and OCTA staff have identified a number of design refinements at each of the grade crossings that may reduce the final right-of-way needs. These proposed design refinements are being addressed as part of the response to comments in the final environmental document.

The City has prepared a presentation that gives the status of the environmental document and provides an overview of the projects and the potential impacts to adjacent property owners. The presentation will also address questions raised by the Transportation 2020 Committee on September 15, 2008, about the impact of the two railroad lowering alternatives and what design options are available to mitigate the impacts of the proposed grade separations on private property.



In the next phase of the project, OCTA will be responsible for appraising and acquiring the property required for the construction of the projects. OCTA staff is committed to explore options in final design to minimize the right-of-way needed for the projects. Where a property take cannot be avoided, the owner will be fairly compensated for the property and any relocation expenses. In some cases, these acquisitions may require the OCTA to file an action of eminent domain should it be unable to negotiate a fair price with the owner.

***Summary***

Currently, four of the five railroad grade separation projects in the City of Placentia are undergoing environmental review. Once approved, the Orange County Transportation Authority will take over as the lead agency for the projects and complete the design, right-of-way acquisition, and construction of the projects.

***Attachment***

- A. OCTA TCIF Grade Separation Projects, with ADT volumes

**Prepared by:**



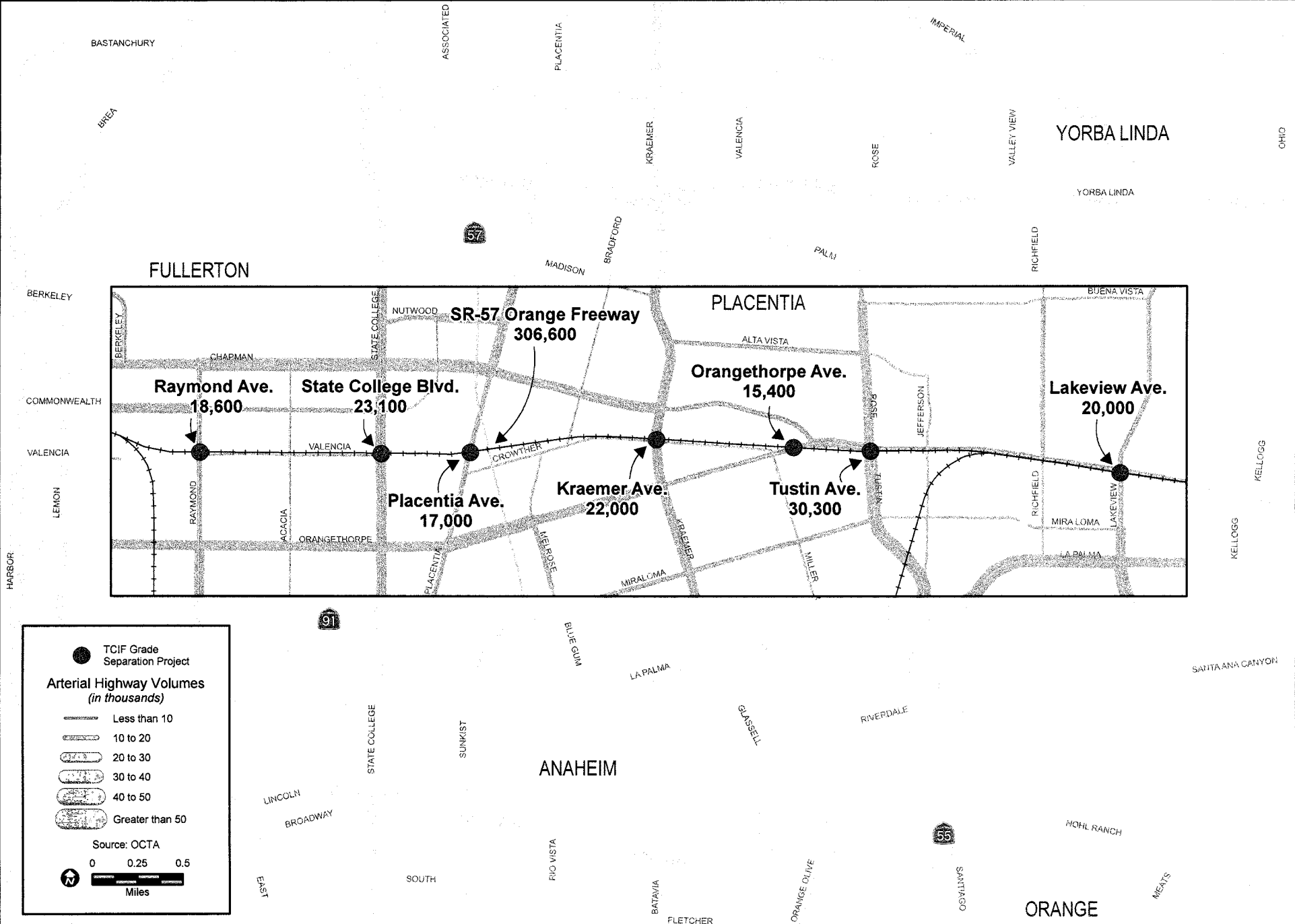
Tom Bogard  
Director, Highway Project Delivery  
(714) 560-5918

**Approved by:**



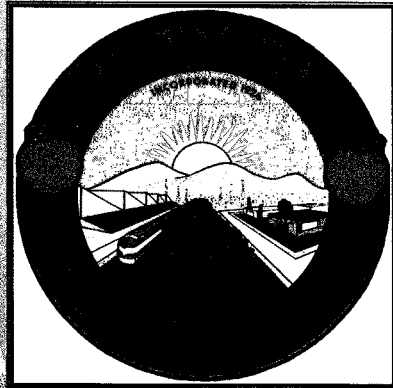
Kia Mortazavi  
Executive Director, Development  
(714) 560-5741

# OCTA TCIF Grade Separation Projects with ADT volumes



**POWERPOINT  
PRESENTATION**

# Orange County Gateway Project Update



**Placentia Grade Separations Update**  
Transportation 2020 Committee  
October 20, 2008

1

## Current Activities

- **Response to Public Comments**
  - LSA is preparing responses to comments that were received during the public comment period.
  - The comments and the responses are incorporated as a part of the final EIS/EIR document.

2

## **Next Steps**

- City Council Approves EIR under CEQA and selects a Project Alternative
- Submit the EIS to FHWA
- FHWA will select an Alternative and approve EIS

3

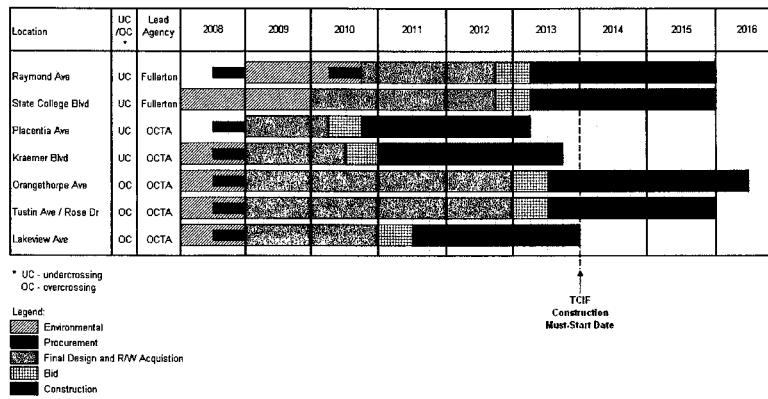
## **Alternative D: Grade Separations**

- Selected by City Council as “Locally Preferred Alternative” in September 2007
- EIR includes 8 grade separations: 4 major intersections, and 4 minor intersections
- OCTA has secured funding for the four major grade separations

4

# Proposed Project Sequencing

- Tentative project scheduling as proposed by OCTA



# Public Concerns with Alternative D

- Impacts to private properties
- Disruption During Construction
- Visual Impacts
- Noise Impacts

## Grade Separation Designs

- No designs are finalized at this point
- There is flexibility to work with the community and address concerns
- Every effort is being made to further minimize impacts through strategic design and engineering

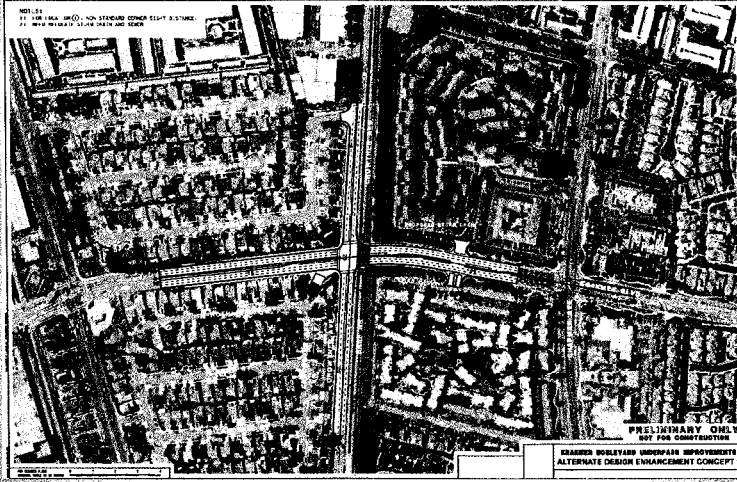
7

## Kraemer Grade Crossing



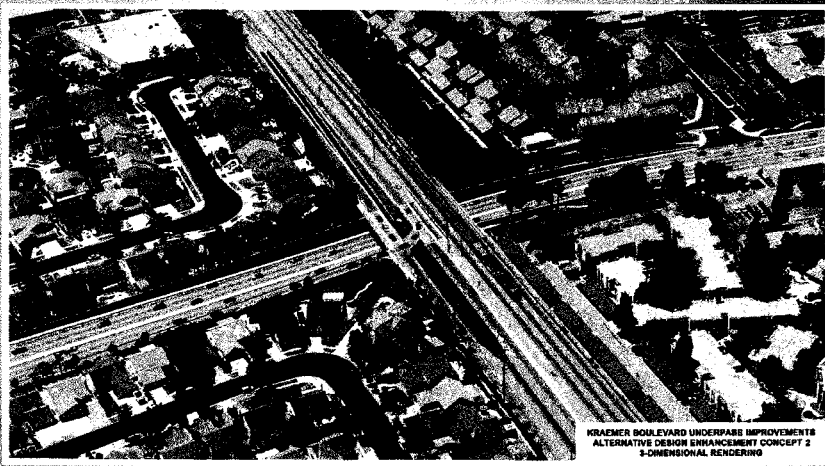
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# Kraemer Grade Crossing



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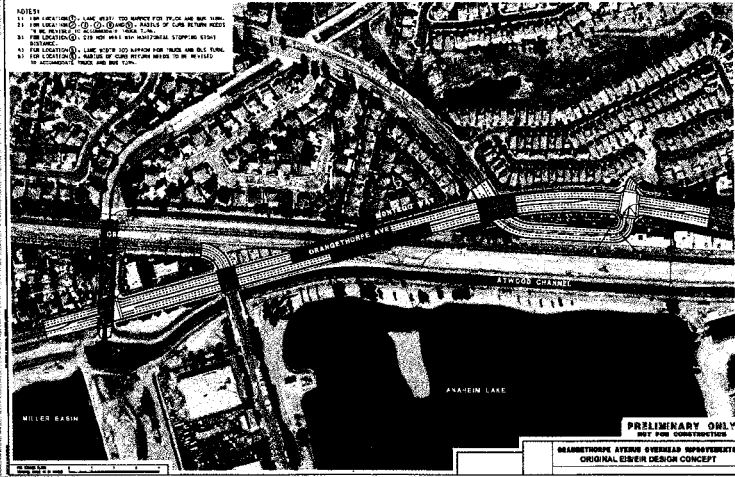
# Kraemer Grade Crossing



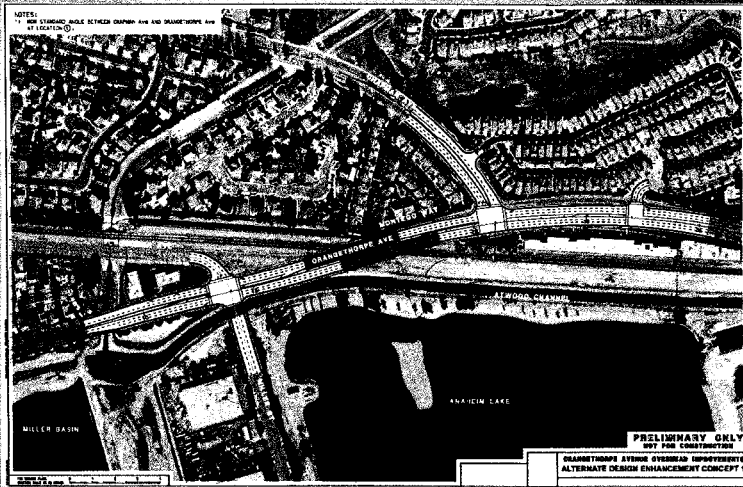
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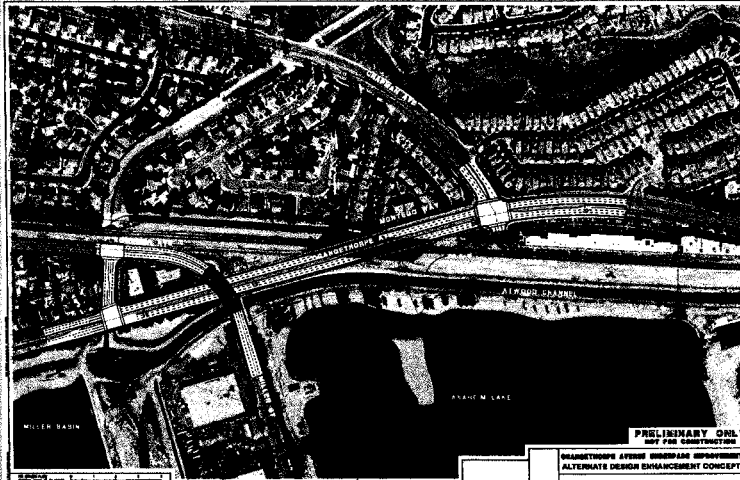
# Orangethorpe Grade Crossing



# Orangethorpe Grade Crossing

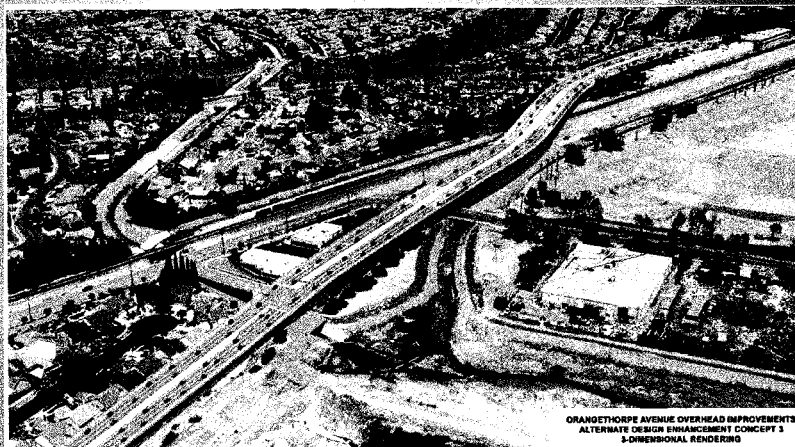


# Orangethorpe Grade Crossing



13

# Orangethorpe Grade Crossing

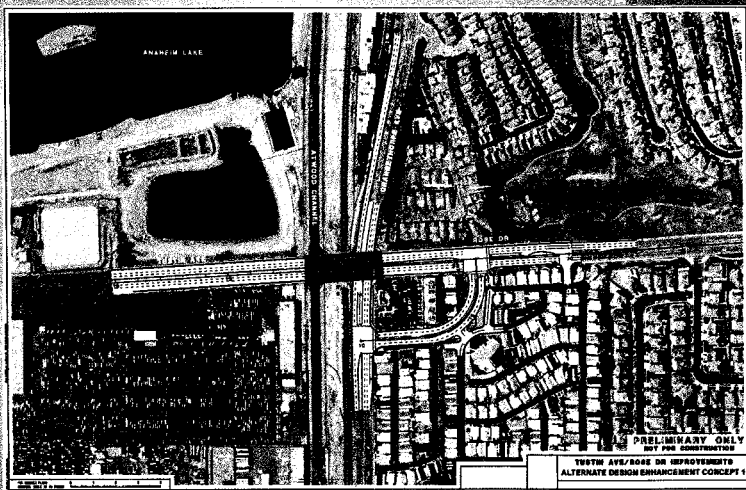


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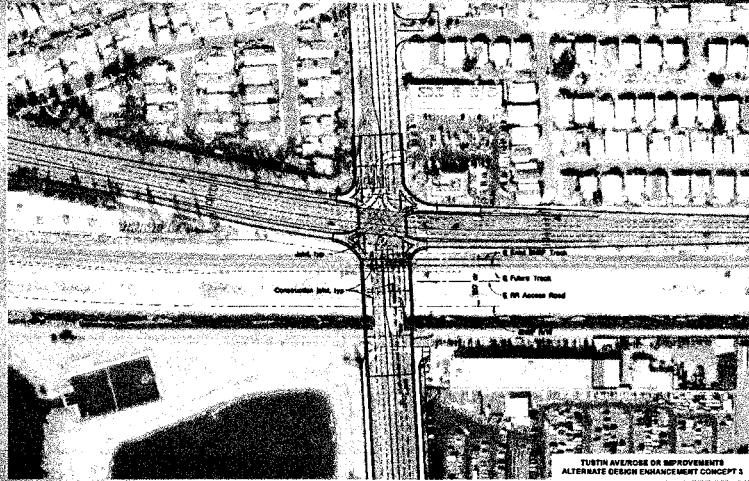
# Tustin/Rose Grade Crossing



# Tustin/Rose Grade Crossing

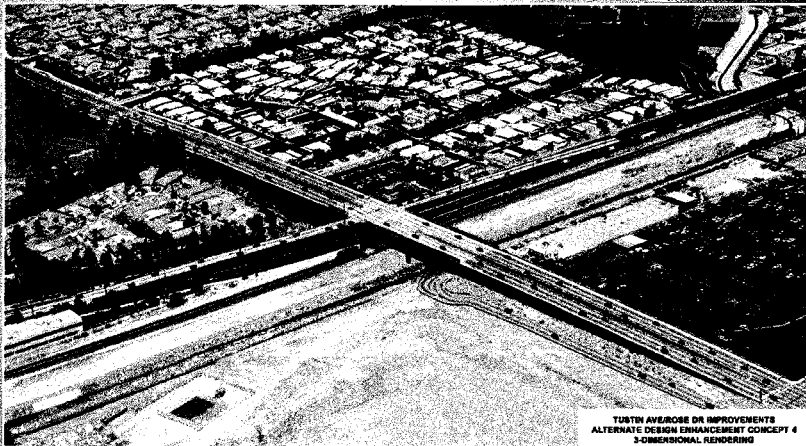


# Tustin/Rose Grade Crossing



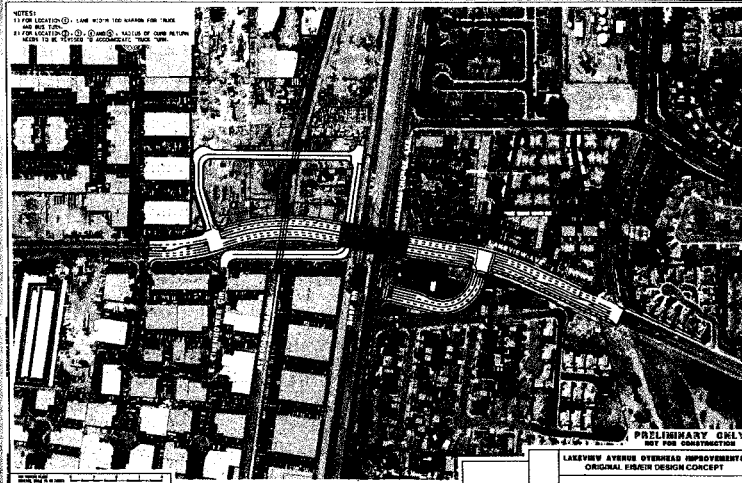
TUSTIN AVENUE DR IMPROVEMENTS  
ALTERNATE DESIGN ENHANCEMENT CONCEPT 3

# Tustin/Rose Grade Crossing

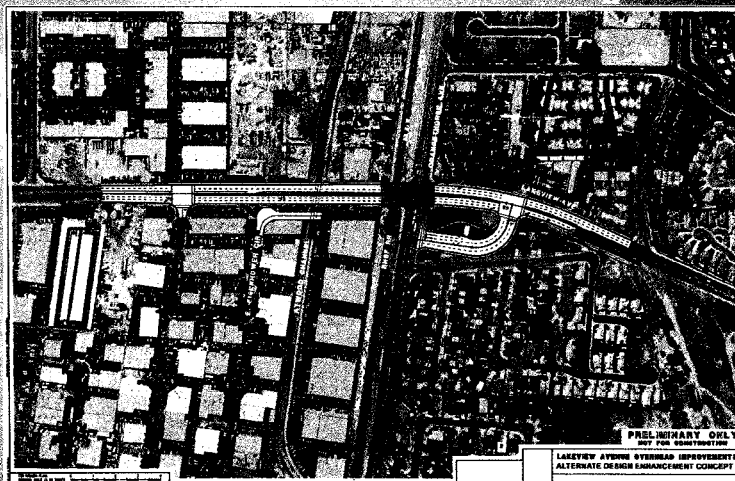


TUSTIN AVENUE DR IMPROVEMENTS  
ALTERNATE DESIGN ENHANCEMENT CONCEPT 4  
3-DIMENSIONAL RENDERING

# Lakeview Grade Crossing



# Lakeview Grade Crossing



## Lakeview Grade Crossing



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## Conclusion

- We are currently working with our consultants to finalize the EIS/EIR document.
- Once finalized, the EIS/EIR will go before Council for approval, then to FHWA for final approval.
- We are dedicated to revising the project designs so that the impacts to the public are minimized.

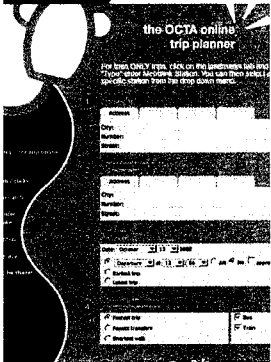
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# Orange County Transportation Authority Public Information Program

**Board of Directors Meeting  
November 10, 2008**





# Majority of Bus Customers\*

Young – 59% age 13-34

Employed full or part-time

Majority work trips, followed by school trips

Frequent, loyal riders

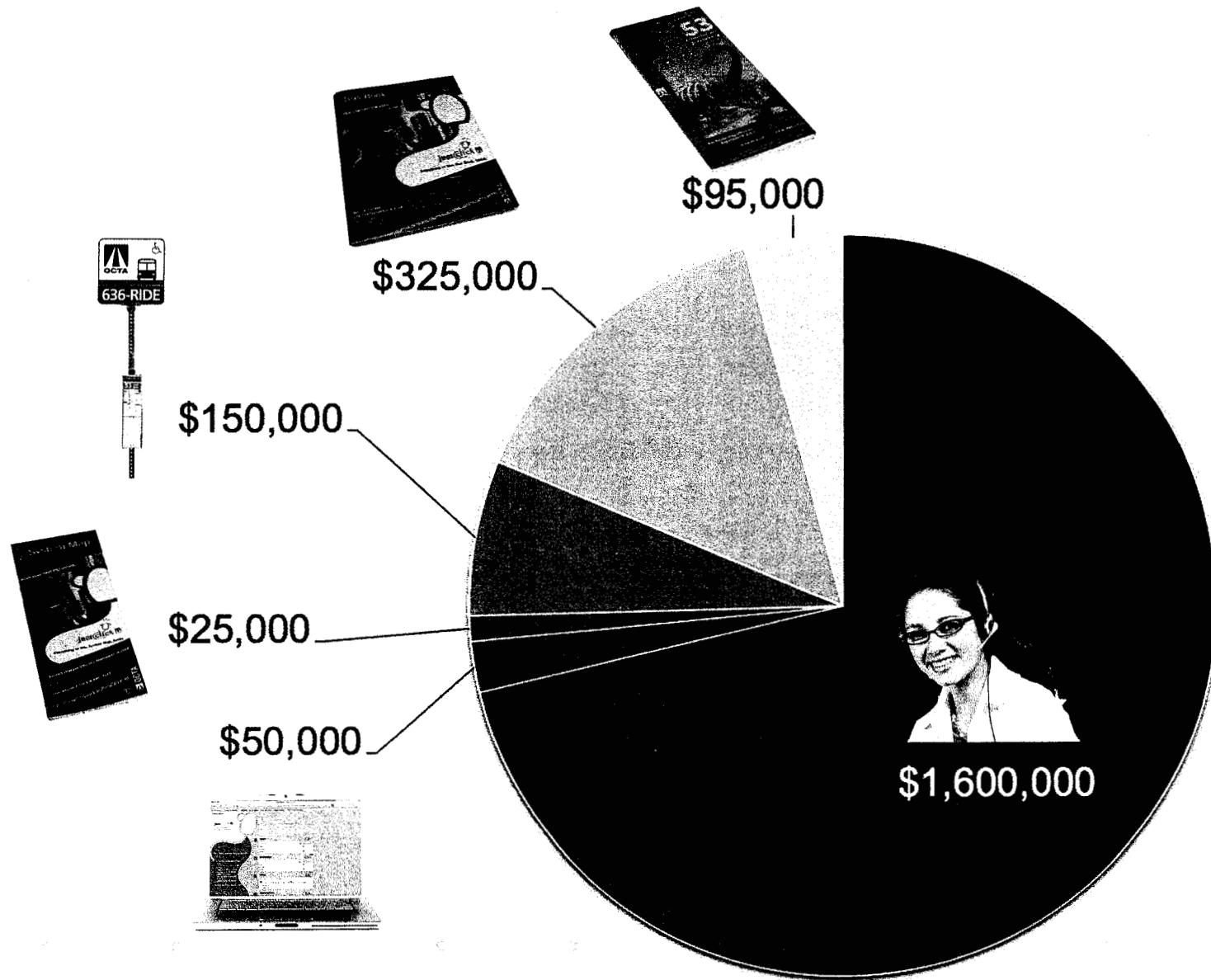
Transit reliant, lower income

Have internet access

\* Source: 2007 Bus Customer Satisfaction



# Current Information & Costs



# Information Statistics

	<u>Usage</u>	<u>Effectiveness</u>	<u>Unit Cost</u>
Bus Book	78%	81%	\$0.65
Bus Stop Info	66%	76%	\$10.00
Timetables	66%	82%	\$0.08
636-RIDE Call	57%	86%	\$1.935
Website	42%	82%	\$0.01
System Map	35%	73%	\$0.21

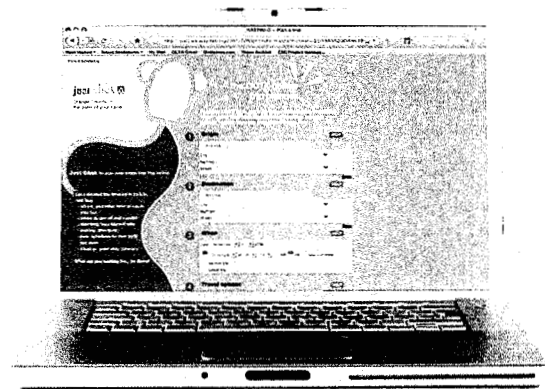
## What it Means

Least costly (unit cost) – web, timetables

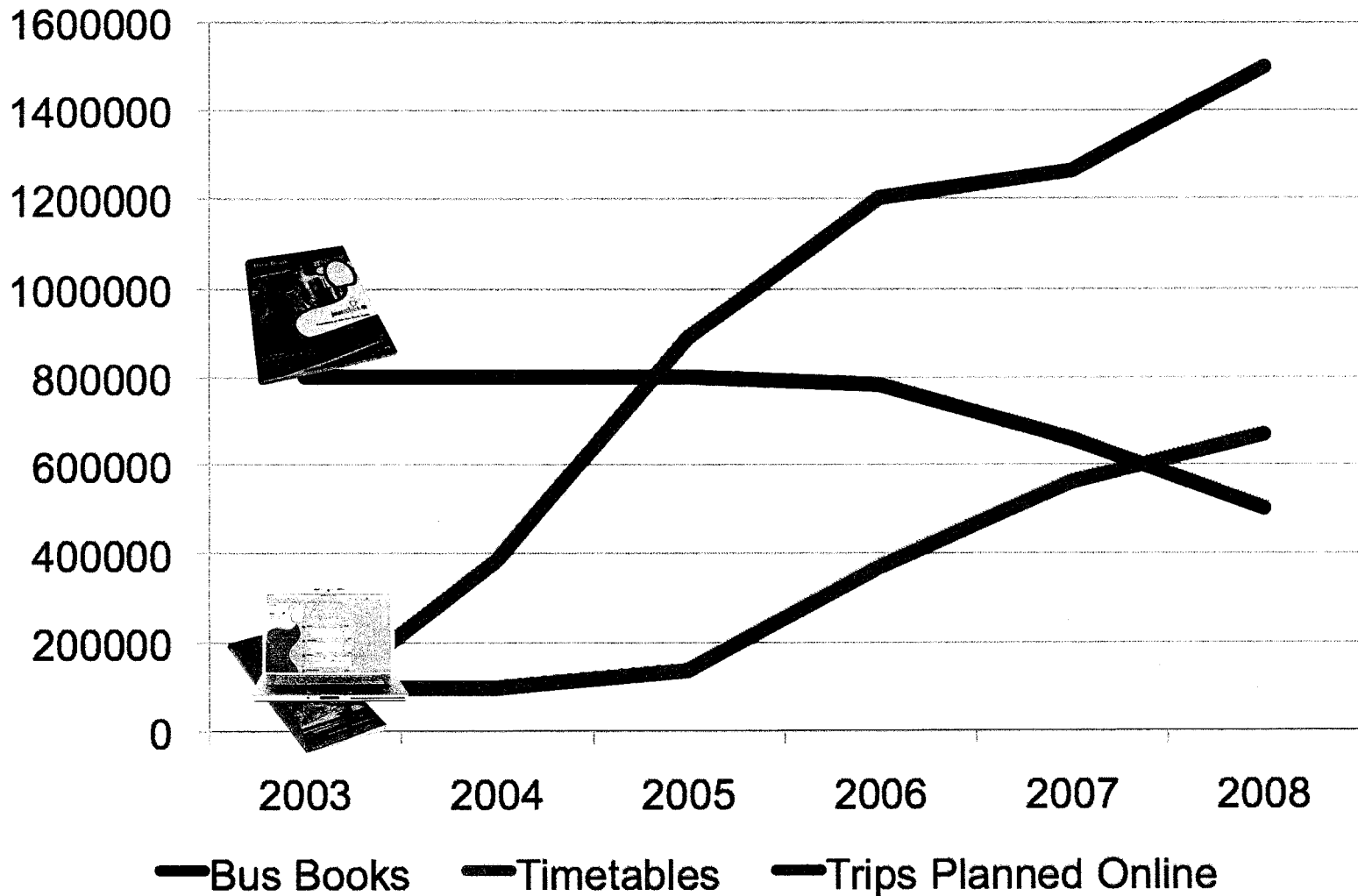
Most costly - stop info, 636-RIDE calls

Most used – bus book, bus stop, timetables

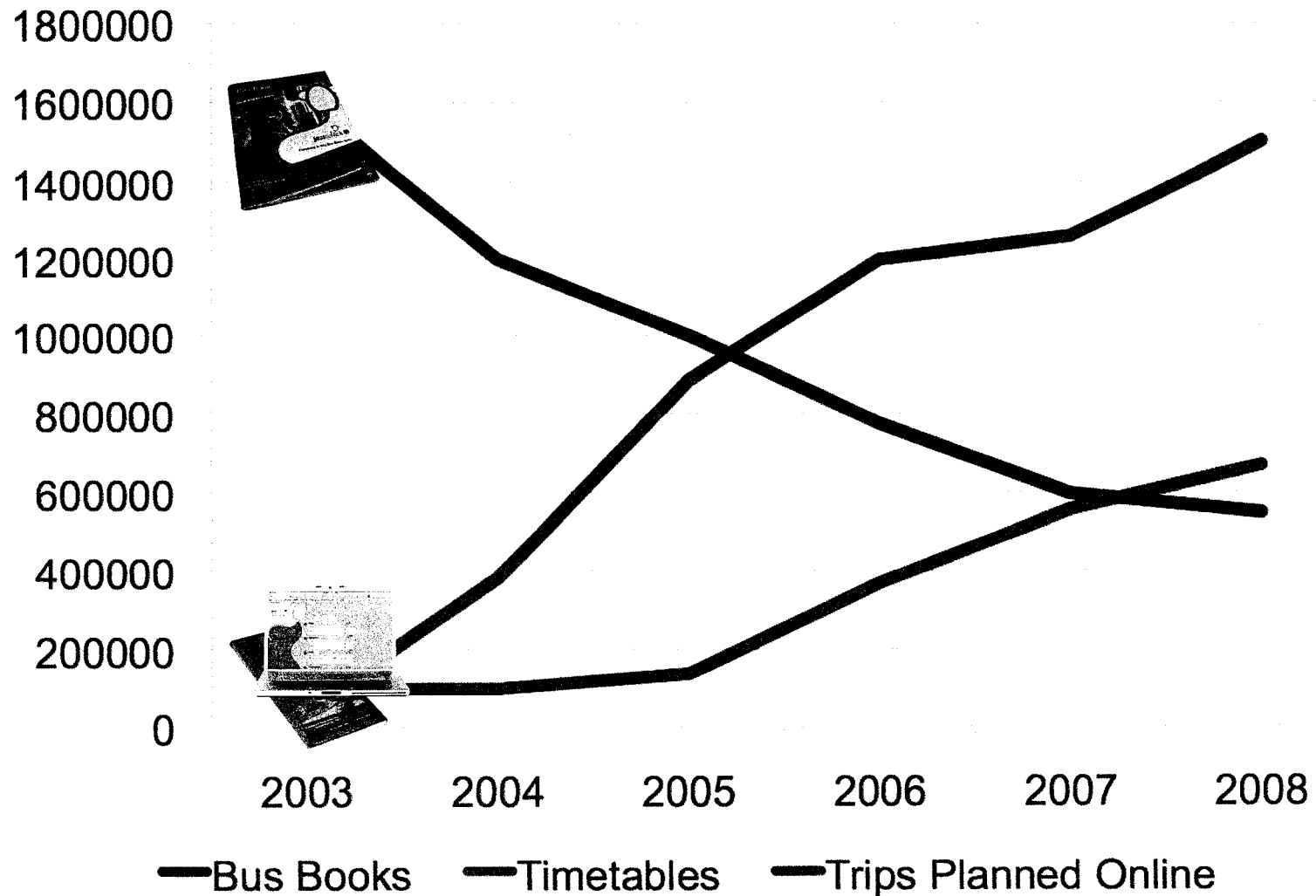
Most effective – 636-RIDE calls, web, timetables,  
bus book



# Growth in Trips Planned Online



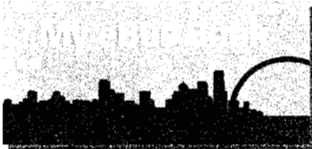
# Growth in Trips Planned Online



# Strategies to Improve Efficiencies



1. Advance effective, lower-cost options  
Timetables – all routes  
Online and cell phone communications



2. Reduce more costly information programs  
Bus Book quantities  
Bus stop information



3. Manage 636-RIDE call growth and cost  
Pursue IVR system

# Cost Impact

	<b>New</b>	<b>Now</b>	<b>Difference</b>
Timetables*	\$ 180,000	\$ 120,000	\$ 60,000
Website	\$ 50,000	\$ 50,000	\$ 0
Bus Book	\$ 240,000	\$ 325,000	\$ (85,000)
Cassettes	\$ 75,000	\$ 150,000	\$ (75,000)
		<b>TOTAL</b>	<b>\$ (100,000)</b>

\* Includes System Map





## Next Steps

Focus on cost-effective approaches

Track customer feedback

Monitor web and call center activity

