



AGENDA

Highways Committee Meeting

Committee Members

*Paul Glaab, Chairman
Cathy Green, Vice Chairman
Jerry Amante
Carolyn Cavecche
Richard Dixon
Allan Mansoor
Chris Norby
Curt Pringle*

*Orange County Transportation Authority Headquarters
600 South Main Street, First Floor - Room 154
Orange, California
Monday, November 16, 2009, at 10:00 a.m.*

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 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 Committee 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.

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

Call to Order

Pledge of Allegiance

Director Norby

1. Public Comments

Special Calendar

There are no Special Calendar matters.



AGENDA

Highways Committee Meeting

Consent Calendar (Items 2 through 4)

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

2. **Approval of Minutes**

Of the November 2, 2009, Highways Committee meeting.

3. **Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project**

Niall Barrett/Kia Mortazavi

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation covering the construction phase of the west segment of the San Diego Freeway (Interstate 405) West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Orange County Transportation Authority and the California Department of Transportation for construction of the west segment of the West County Connectors Project, in an amount not to exceed \$24,622,500.

4. **Draft Cooperative Agreement with the City of Long Beach for the San Diego Freeway (Interstate 405) West County Connectors Project**

Niall Barrett/Kia Mortazavi

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement as part of the San Diego Freeway (Interstate 405) West County Connectors Project. This cooperative agreement is with the City of Long Beach for mitigation measures in relation to the traffic management plan for the west segment of the West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute draft Cooperative Agreement No. C-9-0815 between the Orange County Transportation Authority and the City of Long Beach, in an amount not to exceed \$1,510,000, to be provided by the Orange County Transportation Authority to the City of Long Beach for traffic mitigation measures in relation to the West County Connectors Project.



AGENDA

Highways Committee Meeting

Regular Calendar

5. Approve State Transportation Improvement Program Programming Change for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project

Rose Casey/Kia Mortazavi

Overview

The California Department of Transportation has requested approval of a State Transportation Improvement Program programming change to fund additional costs for design services and right-of-way acquisition for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project. Because there are also cost savings in construction capital and construction support, there will be a net savings of \$405,000 in total funding needed for the project.

Recommendations

- A. Approve a change to the State Transportation Improvement Program to fund \$787,000 in additional services for final design of the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- B. Approve a change to the State Transportation Improvement Program to fund \$100,000 in additional costs for right-of-way acquisition needed for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- C. Approve a change to the State Transportation Improvement Program to decrease the funding needed by \$741,000 for the construction capital cost of the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- D. Approve a change to the State Transportation Improvement Program to decrease the funding needed by \$551,000 to provide construction support for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- E. Authorize staff to process all necessary amendments to the Regional Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above actions.



AGENDA

Highways Committee Meeting

6. Combined Transportation Funding Program Project Delivery and Close Out Roger M. Lopez/Kia Mortazavi

Overview

In response to the Measure M Combined Transportation Funding Program project delay issues, staff has prepared options for ensuring close out of the program as the sunset of Measure M approaches in 2011. Recommendations are presented for Board of Directors' review and input.

Recommendations

- A. Authorize staff to implement a change to the Combined Transportation Funding Program delay request policy to allow no further delay requests, effective with the March 2010 semi-annual review.
- B. Direct staff to include Measure M Combined Transportation Funding Program project cancellation cost savings in the Renewed Measure M call for projects and return with specific guidelines to implement these changes if approved.

7. Selection of Firms for On-Call Utility Coordination and Support Services Tom Bogard/Kia Mortazavi

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call utility coordination and support services for highway, transit, and railroad capital projects. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.



AGENDA

Highways Committee Meeting

7. (Continued)

Recommendations

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$900,000:

- Agreement No. C-9-0453 between the Orange County Transportation Authority and Stantec Consulting, Inc.
- Agreement No. C-9-0750 between the Orange County Transportation Authority and Spec Services
- Agreement No. C-9-0751 between the Orange County Transportation Authority and Utility Specialists California, Inc.
- Agreement No. C-9-0752 between the Orange County Transportation Authority and APA Engineering, Inc.
- Agreement No. C-9-0753 between the Orange County Transportation Authority and Berg & Associates, Inc.

8. Selection of Firms for On-Call Right-of-Way Services

Tom Bogard/Kia Mortazavi

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call right-of-way services. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.



AGENDA

Highways Committee Meeting

8. (Continued)

Recommendations

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$1,000,000:

- Agreement No. C-9-0822 between the Orange County Transportation Authority and California Property Specialists, Inc.
- Agreement No. C-9-0452 between the Orange County Transportation Authority and Epic Land Solutions, Inc.
- Agreement No. C-9-0747 between the Orange County Transportation Authority and HDR Engineering, Inc.
- Agreement No. C-9-0748 between the Orange County Transportation Authority and Overland, Pacific and Cutler, Inc.
- Agreement No. C-9-0749 between the Orange County Transportation Authority and Paragon Partners Ltd.

9. Costa Mesa Freeway (State Route 55) Continuous High-Occupancy Vehicle Lane Access

Tom Bogard/Kia Mortazavi

Overview

On July 6, 2009, the Highways Committee requested staff to identify means to extend the high-occupancy vehicle continuous access striping on the Costa Mesa Freeway (State Route 55) from its present terminus at the Santa Ana Freeway (Interstate 5) to the terminus of the existing high-occupancy lanes at the San Diego Freeway (Interstate 405) in Costa Mesa.

Recommendations

- A. Direct the Chief Executive Officer to negotiate and enter into a cooperative agreement with the California Department of Transportation to design and construct the extended high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- B. Approve the use of \$1.5 million in local Orange County Unified Transportation Trust funds to extend the high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).



AGENDA

Highways Committee Meeting

9. (Continued)

- C. Amend the Orange County Transportation Authority's Fiscal Year 2009-10 Budget by \$475,000 with funding through the Orange County Unified Transportation Trust account.
- D. Direct staff to prepare an action plan to modify all remaining high-occupancy striping to continuous access within Orange County and begin preliminary work on accessing the remaining corridors.

Discussion Items

10. Chief Executive Officer's Report

11. Committee Members' Reports

12. Closed Session

There is no Closed Session scheduled.

13. Adjournment

The next regularly scheduled meeting of this Committee will be held at **10:00 a.m. on Monday, December 7, 2009**, at the OCTA Headquarters.



MINUTES

Highways Committee Meeting

Committee Members Present

*Paul Glaab, Chairman
Cathy Green, Vice Chairman
Jerry Amante
Carolyn Cavecche
Allan Mansoor
Curt Pringle*

Staff Present

*Will Kempton, Chief Executive Officer
James S. Kenan, Deputy Chief Executive Officer
Laurena Weinert, Assistant Clerk of the Board
Tammy Doran, Deputy Clerk of the Board
Kennard R. Smart, Jr., General Counsel
OCTA Staff and members of the General Public*

Committee Members Absent

*Richard Dixon
Chris Norby*

Call to Order

The November 2, 2009, regular meeting of the Highways Committee was called to order by Committee Chairman Glaab at 10:44 a.m.

Pledge of Allegiance

Director Mansoor led in the Pledge of Allegiance

1. Public Comments

No public comments were received.

Special Calendar

There were no Special Calendar items.

Consent Calendar (Items 2 and 3)

2. Approval of Minutes

A motion was made by Committee Vice Chairman Green, seconded by Committee Chairman Green, and declared passed by those present, to approve minutes of the October 19, 2009, meeting.

3. Cooperative Agreement with the California Department of Transportation for the Northbound Orange Freeway (State Route 57) Widening Project

A motion was made by Committee Vice Chairman Green, seconded by Committee Chairman Glaab, and declared passed by those present, to authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0816 between the Orange County Transportation Authority and the California Department of Transportation, in an amount not to exceed \$2.743 million, to perform right-of-way certification services for the northbound Orange Freeway (State Route 57) widening between Katella Avenue and Lincoln Avenue.



MINUTES

Highways Committee Meeting

Regular Calendar

4. Amendment to Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project

Niall Barrett, Project Manager for West County Connectors Project, provided a project status update. The increase in funding is for construction management services, and the firms are Harris and Associates and Caltrop. In addition, cost estimates have been reduced over the past years.

Will Kempton, Chief Executive Officer (CEO), reported that this cooperative agreement allows advance construction, which keeps the project on schedule.

A motion was made by Committee Vice Chairman Green, seconded by Director Amante, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-9-0628 between the Orange County Transportation Authority and the California Department of Transportation for: (1) an overall increase in the funding commitment of \$924,000 for the project, from \$134,645,000 to \$135,569,000, (2) a funding increase in construction support of \$874,000, for a total commitment of \$18,374,000, (3) a funding increase of \$50,000 in construction, for a total commitment of \$117,195,000, and (4) use of state advance construction authority to fund the project.
- B. Authorize repayment to the California Department of Transportation for advance construction with fiscal year 2009-10, fiscal year 2010-11, and fiscal year 2011-12 Congestion Mitigation and Air Quality funding as required for the project, in an amount not to exceed \$85,945,000.
- C. Authorize staff to process all necessary amendments to the Regional Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above actions.



MINUTES

Highways Committee Meeting

5. Selection of On-Call Firms for Right-of-Way Engineering and Surveying Services

Tom Bogard, Director of Highway Project Delivery, reported on the background and procurement approach for this on-call right-of-way engineering and surveying services. Mr. Bogard distributed to the Committee the revised Attachment A that lists the correct "Proposal Score" for the firms.

There was additional discussion regarding the process for specific work assignments from the selected on-call firms as reported in the staff report.

A motion was made by Committee Vice Chairman Green, seconded by Director Mansoor, and declared passed by those present, to:

Authorize staff to negotiate, and the Chief Executive Officer to execute the following on-call right-of-way engineering and surveying services agreements, in an aggregate amount not to exceed \$750,000.

- Agreement No. C-9-0612 between the Orange County Transportation Authority and David Evans and Associates, Inc.
- Agreement No. C-9-0780 between the Orange County Transportation Authority and Guida Surveying Inc.
- Agreement No. C-9-0781 between the Orange County Transportation Authority and Huitt-Zollars, Inc.
- Agreement No. C-9-0782 between the Orange County Transportation Authority and Hunsaker and Associates Irvine, Inc.
- Agreement No. C-9-0783 between the Orange County Transportation Authority and Psomas.
- Agreement No. C-9-0784 between the Orange County Transportation Authority and RBF Consulting.



MINUTES

Highways Committee Meeting

Discussion Items

6. Chief Executive Officer's Report

CEO, Will Kempton, reported:

- Today, construction crews will begin demolition work at the Fullerton train station on the south platform, which is part of the station's expansion.
- On November 4, 2009, at 1:00 p.m. State Route 91 groundbreaking for the new eastbound lane will take place.
- Upcoming OCTA meetings, events, and presentations.

7. Committee Members' Reports

There were no Committee Members' reports.

8. Closed Session

A Closed Session was not conducted at this meeting.

8. Adjournment

The meeting adjourned at 11:01 a.m. The next regularly scheduled meeting of this Committee will be held at **10:00 a.m. on Monday, November 16, 2009**, at the OCTA Headquarters.

ATTEST

Laurena Weinert
Assistant Clerk of the Board

Paul Glaab
Committee Chairman



November 16, 2009

To: Highways Committee

From: Will Kempton, Chief Executive Officer

Subject: Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation covering the construction phase of the west segment of the San Diego Freeway (Interstate 405) West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Orange County Transportation Authority and the California Department of Transportation for construction of the west segment of the West County Connectors Project, in an amount not to exceed \$24,622,500.

Discussion

The West County Connectors Project will construct direct high-occupancy vehicle (HOV) connectors from the Garden Grove Freeway (State Route 22) to the San Diego Freeway (Interstate 405), and from Interstate 405 to the San Gabriel River Freeway (Interstate 605), with a second HOV lane in each direction on Interstate 405 between the two direct HOV connectors. The West County Connectors Project includes reconstruction of the Valley View Street, Seal Beach Boulevard, and north Interstate 405/west State Route 22 connector overcrossings.

The project is being developed as two separate design and construction segments. This is due to the large size of the project and to enhance construction industry bidding and competition. The east segment project is from Valley View Street to just east of the Seal Beach Boulevard overcrossing,

encompassing the State Route 22/Interstate 405 interchange. The west segment project is from just east of the Seal Beach Boulevard overcrossing to Interstate 605, encompassing the Interstate 405/Interstate 605 interchange.

A cooperative agreement is now required to finalize funding responsibilities between the Orange County Transportation Authority (Authority) and the California Department of Transportation (Caltrans) related to the completion of the west segment of the project. The proposed cooperative agreement defines the terms, conditions, and overall responsibilities of each party.

The Authority and Caltrans have agreed to jointly participate in the construction management of the West County Connectors Project. The advertisement and award for construction for the west segment project will be performed by Caltrans. Caltrans will also administer the contract with the general contractor, lead the construction management effort, and perform a portion of the construction inspection work, for a total of \$10,710,000. The Authority will hire consulting firms to perform the remaining construction management and a portion of construction inspection, for a total of \$13,912,500. The total of these two amounts, \$24,622,500, will be drawn directly from the Corridor Mobility Improvement Account (CMIA). The approach of sharing construction management and inspection responsibilities between Caltrans and consulting firms is patterned after the successful working relationship that was developed on the Santa Ana Freeway (Interstate 5) Gateway Project. The proposed cooperative agreement specifies the terms, conditions, and overall responsibilities of each party (Attachment A).

As defined in the cooperative agreement, the Authority is the funding agency for construction and Caltrans is the implementing agency for construction and adherence to the California Environmental Quality Act and the National Environmental Policy Act.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2010 Budget, Development/Highway Project Delivery, Account 0010-9085/F7210-QPQ, and is funded through CMIA.

Summary

Staff requests Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Authority and Caltrans, in an amount not to exceed \$24,622,500, for construction management of the west segment of the West County Connectors Project.

Attachment

- A. Draft Cooperative Agreement No. C-9-0829 Between Orange County Transportation Authority and the California Department of Transportation

Prepared by:



Niall Barrett, PE
Project Manager
(714) 560-5879

Approved by:



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



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

DRAFT
COOPERATIVE AGREEMENT NO. C-9-0829
BETWEEN ORANGE COUNTY
TRANSPORTATION AUTHORITY AND
THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION

ATTACHMENT A

This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.

COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Orange County Transportation Authority, a political subdivision of the State of California, referred to as OCTA.

RECITALS

1. CALTRANS and OCTA, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the construction of a high occupancy vehicle (HOV) connector for Interstate 405/Interstate 605 (I-405/I-605) and related improvements, referred to as PROJECT.
3. PARTNERS will cooperate to administer construction contract for PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 12-594 .
5. Prior to this agreement, OCTA developed the Plans, Specifications and Estimate; OCTA developed the Right of Way Certification; CALTRANS developed the Project Report; and CALTRANS developed the Project Initiation Document.
6. CALTRANS prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2015.
8. Design and preparation of contract documents, advertising, award, and construction of a landscaping project will be the subject of a separate future Agreement.
9. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – 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.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS – State Highway System.

SPONSOR(S) Any PARTNER that accepts the responsibility to establish scope of PROJECT, and accepts the obligation to secure financial resources to fund PROJECT. SPONSOR has the responsibility to fully fund the scope of PROJECT. SPONSOR may also advocate on behalf of a PROJECT scope change to match committed funds. If there is more than one SPONSOR, funding adjustments will be made by percentage (as stated in Responsibilities). Scope adjustments must be developed through the project development process and must be approved in writing by CALTRANS

WORK – All scope and cost commitments included in this agreement.

**This agreement is not approvable.
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RESPONSIBILITIES

10. OCTA is SPONSOR for all WORK.
11. CALTRANS and OCTA are FUNDING PARTNERS for this agreement. Their funding commitments are defined in the FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

15. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
17. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
18. OCTA may provide IQA for the portions of WORK outside existing or proposed SHS right of way.
19. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
20. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
21. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

22. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

23. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.

24. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

25. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

26. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

27. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
28. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
30. OCTA, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. OCTA will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
31. If HM-2 is found within PROJECT limits, the IMPLEMENTING AGENCY responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
34. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
35. PARTNERS will prepare and agree to general content of monthly status reports within 30 days of award of contract.
36. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
37. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
38. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
39. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

40. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and OCTA will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

41. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
42. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds to match the scope of WORK or adjust the scope of WORK to match committed funds, and PARTNERS will amend this agreement.
43. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
44. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
45. OCTA will perform PROJECT Public Information responsibilities using OCTA resources and consultants in partnership with CALTRANS Public Information Office (PIO). All public information materials and notices shall include approved CALTRANS logo. In case of an emergency on PROJECT, OCTA will consult with CALTRANS on any media communications.
46. CALTRANS PIO will participate in Public Awareness Campaign consultant meetings and provide oversight in the preparation of PROJECT brochures, media releases and

**This agreement is not approvable.
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advisories, construction alerts, direct mail, legislative reports, public notices and other public information documents. CALTRANS PIO will also attend appropriate public meetings, open houses, and milestone events, and official city and legislative briefings.

47. PARTNERS agree to the construction management structure as shown in the ORGANIZATION CHART that is attached and made a part of this agreement.
48. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

49. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

CALTRANS will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.

50. CALTRANS will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
51. OCTA will provide construction support staff that is independent of the design engineering company and construction contractor.

OCTA CONSTRUCTION Support Staff will perform quality assurance activities and construction administration compliant with Caltrans' guidance, policies, and procedures, under the general direction of the RE.

OCTA will assign a person from their CONSTRUCTION Support staff as a full-time, permanent representative for PROJECT and that representative will be responsible for OCTA's contractual obligation of consultant personnel for their quality assurance activities and construction administration for PROJECT.

52. OCTA is responsible for the following activities.
 - Traffic Management Plan – Public Information
 - Freeway Patrol Services
 - City, Police and Support Services
 - Resident Engineers Office

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These items are designated as STATE FURNISHED MATERIALS.

53. PARTNERS agree to resolve a dispute of a contract change order through a formal issues resolution plan. The issues resolution plan will address how issues will be resolved or elevated to avoid impact on the PROJECT. The issue resolution plan shall be prepared and agreed on by PARTNERS within 30 days of award of contract in a facilitated formal Partnering session conducted by OCTA.
54. CALTRANS will provide a landscape architect licensed in the State of California.
55. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
56. PARTNERS will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
57. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
58. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS specifications.
59. IMPLEMENTING AGENCY will renew, extend, and/or amend all resource agency permits as necessary. OCTA (forces or consultants) will provide technical support, as needed..
60. IMPLEMENTING AGENCY through PROJECT will provide maintenance for those work within WORK LIMITS until COMPLETION OF WORK, after which, maintenance for SHS will be managed through an existing maintenance agreement.
61. Survey activities for PROJECT will be divided.
 - a. CALTRANS Surveys will attend meetings as required during construction.

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CALTRANS Surveys will perform all post-construction monumentation and the mapping and documentation thereof. This work includes, but is not limited to the recovery, re-establishment, and survey of points as necessary to tie new right of way lines with those shown on the preconstruction record of survey, and to file monumentation documentation (being Records of Survey or Corner Records) with the County Surveyor.

b. OCTA's survey consultant will re-set any existing monumentation shown on the preconstruction Record of Survey and, which are at risk of being destroyed by the contractor as a result of the PROJECT, and provide corner records documenting the character change of said monuments and file with the County Surveyor

COST

Cost: General

62. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
63. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
64. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
65. OCTA, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
66. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
67. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
68. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
69. The cost to extend, amend or renew permits will be a WORK cost.
70. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
71. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.

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72. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
73. Independent of WORK costs, OCTA will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
74. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
75. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
76. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
77. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

78. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

79. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
80. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
81. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

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Cost: CONSTRUCTION Support

82. The cost to maintain WORK within WORK limits is a WORK cost until COMPLETION OF WORK, after which, the cost of SHS maintenance will be handled through an existing maintenance agreement..
83. The cost to conduct and facilitate a formal partnering session for the preparation of an issue resolution plan will be a CONSTRUCTION Support Cost.
84. Costs for CALTRANS CONSTRUCTION Support costs are estimated to be \$10,510,000. CALTRANS shall directly draw from CMIA funds to cover CALTRANS CONSTRUCTION Support costs for said quality assurance activities and construction administration. This estimated cost is based on the contract documents and detailed in the attached CONSTRUCTION SUPPORT COST SUMMARY.
85. CALTRANS will submit to OCTA monthly reports for estimated CONSTRUCTION Support costs for that time period based on actual expenditures. Detailed supporting information will be provided in that report.

OCTA will notify CALTRANS of a dispute of the detailed information in writing no later than 30 days of receipt of the report.
86. Upon receipt of claim, CALTRANS has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to the funds designed to CALTRANS, reflected on the next report.
87. Costs for OCTA (forces and consultants) CONSTRUCTION Support costs are estimated to be \$13,911,500. OCTA will submit invoices to CALTRANS for OCTA (forces or consultants) CONSTRUCTION Support costs.
88. CONSTRUCTION Support costs will not be eligible for reimbursement until federal funds are approved and only for efforts expended from date of Award of Contract.
89. Revise 2nd para of Article C.x.10 to read: CALTRANS's transfer of funds will not be construed as acceptance of said charges.
90. The following partners will submit invoices for CONSTRUCTION Support:
 - OCTA will invoice CALTRANS
91. PARTNERS will exchange funds for actual costs.

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OCTA will submit to CALTRANS monthly invoices for estimated monthly costs. Detailed supporting information will be provided within seven (7) working days of invoice.

CALTRANS's transfer of funds will not be construed as acceptance of said charges.

CALTRANS will notify OCTA of a disputed invoice in writing no later than 30 days of receipt of the detailed supporting information.

Upon receipt of a claim, OCTA has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to funds designated to OCTA, reflected on the next invoice.

After PARTNERS agree that all Scope activities are complete, OCTA will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: CONSTRUCTION Capital

92. The cost of all STATE FURNISHED MATERIAL is a CONSTRUCTION capital cost.

The following activities are designated as STATE FURNISHED MATERIALS and will be provided by OCTA:

- Traffic Management Plan – Public Information	\$1,200,000
- Freeway Patrol Services	\$1,000,000
- City, Police and Support Services	\$ 723,000
- Resident Engineers Office	\$2,000,000

OCTA will invoice CALTRANS for the actual cost of STATE FURNISHED MATERIAL listed above. Total invoiced amount will not exceed the amounts shown above.

SCHEDULE

93. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

94. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the

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Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.

95. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
96. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
97. PARTNERS acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation); the governor's Executive Order 2007-S-02-07; the California Transportation Commission (CTC) program guidelines for the applicable program (CMIA, 99, etc.); and PROJECT scope, cost, schedule, and benefit baseline data agreement (BASELINE AGREEMENT). BASELINE AGREEMENT is attached and made a part of this agreement. PROJECT bond funds as identified in this agreement will not exceed funding stated in BASELINE AGREEMENT. Changes to PROJECT funding commitments will require an amendment to BASELINE AGREEMENT and this cooperative agreement.

Right of way purchased using bond funds will become the property of CALTRANS and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

98. Neither OCTA 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 CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless OCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 CALTRANS under this agreement.

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99. Neither CALTRANS 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 OCTA under or in connection with any work, authority, or jurisdiction conferred upon OCTA under this agreement.

It is understood and agreed that OCTA will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 OCTA under this agreement.

100. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
101. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
102. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
103. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
104. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
105. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
106. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of OCTA will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

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Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

107. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
108. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
109. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
110. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
111. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
112. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

113. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY, CONSTRUCTION SUPPORT COST SUMMARY, BASELINE AGREEMENT, and ORGANIZATION CHART.
114. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

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CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Ahmad Hindiye, Project Manager
3355 Michelson Drive, Suite 380
Irvine, California 92612
Office Phone: (949) 724-2465
Mobile Phone: (949) 279-8559
Email: Ahmad_Hindiye@dot.ca.gov

The primary agreement contact person for OCTA is:

Niall Barrett, Project Manager
550 South Main Street
Orange, California 92863
Office Phone: (714) 560-5879
Email: NBarrett@octa.net

The billing contact person for CALTRANS is:

Ahmad Hindiye, Project Manager
3337 Michelson Drive, Suite 380
Irvine, California 92612
Office Phone: (949) 724-2465
Email: Ahmad.Hindiye@dot.ca.gov

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SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA

ORANGE COUNTY TRANSPORTATION
AUTHORITY

DEPARTMENT OF TRANSPORTATION

By: _____
Jim Beil
Deputy District Director, Capital Projects
Outlay Program

By: _____
Will Kempton
Chief Executive Officer

CERTIFIED AS TO FUNDS:

By: _____
Kia Mortzavi
Executive Director, Development

By: _____
Neda Saber
District Budgets Manager

APPROVED AS TO FORM AND PROCEDURE

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

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SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	OCTA	N/A
5					Construction (CON) - 270, 275, 285, 290, 295	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work	X	X	
			05		Resident Engineer's File Review	X	X	
			10		Project Plans, Special Provisions, and Estimate Review	X	X	
			15		Contract Pay Quantities	X	X	
			20		Lines and Grades Control	X	X	
			25		Contractors Falsework Submittals Review	X	X	
			30		Contractors' Trenching and Shoring Submittals Review	X	X	
			35		Shop Plans Review	X	X	
			40		Cost Reduction Incentive Proposals Review	X	X	
			45		Contractors Water Pollution Control Program Review	X		
			50		Technical Support	X	X	
			99		Other Construction Engineering Products	X		
	25				Construction Contract Administration Work	X	X	
		05			Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files	X	X	
			15		Pre-Construction Meeting	X	X	
			20		Progress Pay Estimates	X	X	
			25		Weekly Statement of Working Days	X		
			30		Construction Project Files and General Field Office Clerical Work	X	X	
			35		Labor Compliance Activities	X		
			40		Approved Subcontractor Substitutions	X		
			45		Coordination	X		
			50		Civil Rights Contract Compliance	X		
			99		Other Construction Contract Administration Products	X		
	30				Contract Item Work Inspection	X	X	
		05			Photographed Jobsite and Contractor's Operations	X	X	
		10			Inspection of Contractor's Work for Compliance	X	X	
		15			Contractor's Operations Relative to Safety Requirements Documentation	X	X	
			20		Daily Diary of Contract Operations	X	X	
			25		Punch list	X	X	
	35				Construction Material Sampling and Testing	X	X	
		05			Materials Sampling and Testing for Quality Assurance	X	X	
		10			Plant Inspection for Quality Assurance	X		

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	15	Independent Assurance Sampling and Testing	X	
	20	Source Inspection	X	
	40	Safety and Maintenance Reviews	X	
	45	Relief From Maintenance Process	X	
	55	Final Inspection and Acceptance Recommendation	X	
	60	Plant Establishment Administration	X	
	65	Transportation Management Plan Implementation During Construction	X	X
	70	Updated Environmental Commitments Record	X	
	75	Resource Agency Permit Renewal and Extension Requests	X	X
	80	Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract	X	
	99	Other Construction Engineering and General Contract Administration	X	X
275		Construction Engineering and General Contract Administration of Structures Work	X	X
	10	Office Administration Work for Structures	X	X
	20	Field Administration Work for Structures	X	X
	30	Contract Change Order Inspection for Structures Work	X	X
	40	Safety Tasks for Structures Work	X	X
285		Contract Change Order Administration	X	X
	05	Contract Change Order Process	X	X
	05	Need for Contract Change Order Determination	X	X
	10	Draft Contract Change Order	X	X
	15	Contract Change Order Approval	X	
	20	Payments for Contract Change Order Work	X	X
	10	Functional Support	X	X
	05	Field Surveys for Contract Change Order		X
	10	Staking for Contract Change Order		X
	15	Other Functional Support	X	X
290		Resolve Contract Claims	X	X
	05	Analysis of Notices of Potential Claims	X	X
	10	Supporting Documentation and Responses to Notices of Potential Claims	X	X
	15	Reviewed and Approved Claim Report	X	X
	20	District Claim Meeting or Board of Review	X	X
	25	Arbitration Hearing	X	X
	30	Negotiated Claim Settlement	X	X
	35	Technical Support	X	X
295		Accept Contract, Prepare Final Construction Estimate, and Final Report	X	
	10	Proposed Final Contract Estimate	X	
	15	As-Built Plans	X	
	20	Project History File	X	X
	25	Final Report	X	X
	30	Processed Final Estimate	X	
	35	Certificate of Environmental Compliance	X	
	40	Long Term Environmental Mitigation/Monitoring After Constructino Contract Acceptance.	X	
	45	Post-Construction Traffic Operations Activities	X	
	99	Other Accept Contract/Prepare Final Construction Estimate and Final Report	X	

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FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS	Bond - Corridor Mobility Improvement	\$180,000,000.00	\$24,622,500.00	\$24,622,500.00	\$180,000,000.00	\$200,000,000.00
		Subtotals by Component	\$180,000,000.00	\$24,622,500.00	\$24,622,500.00	\$180,000,000.00	\$200,000,000.00



November 16, 2009

To: Highways Committee

From: Will Kempton, Chief Executive Officer

Subject: Draft Cooperative Agreement with the City of Long Beach for the San Diego Freeway (Interstate 405) West County Connectors Project

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement as part of the San Diego Freeway (Interstate 405) West County Connectors Project. This cooperative agreement is with the City of Long Beach for mitigation measures in relation to the traffic management plan for the west segment of the West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute draft Cooperative Agreement No. C-9-0815 between the Orange County Transportation Authority and the City of Long Beach, in an amount not to exceed \$1,510,000, to be provided by the Orange County Transportation Authority to the City of Long Beach for traffic mitigation measures in relation to the West County Connectors Project.

Discussion

The West County Connectors Project will construct direct high-occupancy vehicle (HOV) connectors from the Garden Grove Freeway (State Route 22) to the San Diego Freeway (Interstate 405), and from Interstate 405 to the San Gabriel River Freeway (Interstate 605), with a second HOV lane in each direction on Interstate 405 between the two direct HOV connectors. The West County Connectors Project includes reconstruction of the Valley View Street, the Seal Beach Boulevard, and the north Interstate 405/west State Route 22 connector overcrossings.

The project is being developed as two separate design and construction segments. The east segment project is from Valley View Street to just east of the Seal Beach Boulevard overcrossing, encompassing the State Route 22/Interstate 405 interchange. The west segment project is from just east of the Seal Beach Boulevard overcrossing to Interstate 605, encompassing the Interstate 405/Interstate 605 interchange.

The West County Connectors Project will reconstruct the north Interstate 405 to west State Route 22 connector bridge to accommodate the proposed additional HOV lanes on Interstate 405. The reconstruction of this bridge necessitates that the connector is closed for approximately one year. As part of the traffic management plan to mitigate the closure of the connector, a network of detour routes will be utilized to alleviate the expected disruption to traffic into the City of Long Beach (City) from the existing connector. The City has agreed to implement the proposed mitigation requirements in time for the closure which is expected to commence in 2010.

A cooperative agreement is now required to define the responsibilities of the Orange County Transportation Authority (Authority) and the City related to the traffic management plan for the West County Connectors Project. The City Council approved the draft cooperative agreement on November 3, 2009.

The draft cooperative agreement (Attachment A) specifies that the City will implement the mitigation measures and the Authority will reimburse the City for actual costs of the mitigation, in a total amount not to exceed \$1,510,000. The draft cooperative agreement includes a description of mitigation measures to be implemented.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-2010 Budget, Development Division, Account 0010-9084/F7210-QPA, and is funded through local and Corridor Mobility Improvement Account funds.

Summary

Staff requests Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement No. C-9-0815 between the Authority and the City, in an amount not to exceed \$1,510,000, to implement mitigation measures associated with the closure of the north Interstate 405/west State Route 22 connector, as part of the West County Connectors Project.

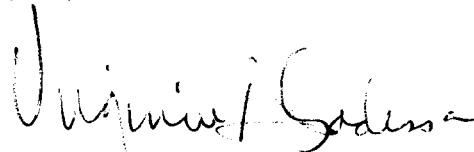
Attachment

- A. Draft Cooperative Agreement No. C-9-0815 Between Orange County
Transportation Authority and City of Long Beach

Prepared by:



Niall Barrett, PE
Project Manager
(714) 560-5879



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

Approved by:



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

DRAFT

COOPERATIVE AGREEMENT NO. C-9-0815

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LONG BEACH

THIS AGREEMENT, is made and entered into on this ____ day of _____, 2009, by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the CITY OF LONG BEACH, 333 West Ocean Boulevard, Long Beach, California 90802, a municipal corporation (herein referred to as "CITY").

RECITALS:

WHEREAS, the AUTHORITY, in cooperation and partnership with the California Department of Transportation (herein referred to as "STATE") is proposing to implement capacity and operational improvements on the San Diego Freeway (I-405) that will link High Occupancy Vehicle (HOV) lanes with those on the Garden Grove Freeway (SR-22) and San Gabriel River Freeway (I-605) to create a seamless HOV connection amongst the three freeways (herein referred to as "PROJECT"); and

WHEREAS, the PROJECT will add direct HOV bridge connectors, add an additional HOV lane on I-405 between SR-22 and I-605, extend HOV lanes on SR-22 to I-405, extend HOV lanes on I-605 to I-405, demolish and reconstruct overcrossings, reconstruct on-ramps and off-ramps, and other improvements; and

WHEREAS, this Cooperative Agreement defines the specific terms, conditions, and funding responsibilities between the AUTHORITY and CITY for completion of final design and construction for PROJECT.

1 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on the ____ day
2 of _____, 2009; and

3 **WHEREAS**, the CITY's City Council approved this Agreement on the ____ day of
4 _____, 2009; and

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

7 **ARTICLE 1. COMPLETE AGREEMENT**

8 This Agreement, including any attachments incorporated herein and made applicable
9 by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of
10 this agreement between AUTHORITY and CITY and it supersedes all prior representations,
11 understandings, and communications. The invalidity in whole or in part of any term or condition of
12 this Agreement shall not affect the validity of other term(s) or conditions(s).

13 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

14 AUTHORITY agrees to the following responsibilities for PROJECT:

15 A. To provide staff to manage and oversee final engineering design and STATE's
16 construction of PROJECT.

17 B. To perform right of way acquisition and certification for PROJECT performed by
18 AUTHORITY.

19 C. To monitor all PROJECT activities to ensure that the approved PROJECT schedule,
20 quality, and budget goals are met.

21 D. To prepare a Transportation Management Plan (TMP) for CITY review that addresses
22 construction-related impacts to existing CITY street traffic. The TMP includes normal traffic handling
23 requirements during PROJECT construction including staging, lane closures, re-striping, detours, and
24 signalization, and will specify requirements for communicating with the public and local agencies during
25 construction. AUTHORITY will adhere to and will require STATE to adhere to the approved TMP.
26

1 E. To reimburse CITY for actual costs, within 30 days of an acceptable invoice, for
2 providing police services for traffic management, as requested by the Project Resident Engineer, for
3 PROJECT. Ongoing police services related to traffic management will require prior approval by the
4 Project Resident Engineer.

5 F. To reimburse CITY for actual costs, within 30 days of receipt of an acceptable invoice,
6 for providing traffic engineering services (including staff overhead and third party traffic signal
7 maintenance service costs contracted out by CITY) and any modifications to streets, intersections,
8 signals, etc. required to address traffic impacts during construction.

9 G. CITY will be reimbursed for police and other support services, as described in Article
10 2, Sections E and F, in an amount not to exceed \$360,000. This cost will not be exceeded without the
11 prior written amendment to this Agreement, which approval shall not be unreasonably withheld, it being
12 understood that this amount is an estimate based on the as-needed and sporadic nature of the services
13 and is subject to update.

14 H. To pay CITY a total amount of \$250,000 as mitigation for CITY street pavements that
15 are determined to need repair due to the long-term signed freeway detours from PROJECT on CITY
16 streets. AUTHORITY will not be obligated to pay for any additional costs beyond this amount for any
17 deterioration of CITY streets due to PROJECT.

18 I. To pay CITY a total amount of \$900,000 as mitigation for CITY to construct various
19 CITY facilities, listed in Attachment A - City Mitigation Measures, to improve traffic handling capabilities
20 on streets impacted by proposed PROJECT detour routes. AUTHORITY will not be obligated to pay for
21 any additional costs for any operation or maintenance of these facilities.

22 J. To implement a Public Awareness Campaign (PAC) during PROJECT construction
23 that advises CITY, local businesses, residents, elected officials, motorists, and media, of construction
24 status, street detours, and ramp and freeway closures.
25
26

ARTICLE 3. RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities for PROJECT:

A. To collaborate and cooperate with AUTHORITY and STATE staff, and design consultants, and contractors during design and construction of PROJECT.

B. To design, construct, operate and maintain the list of facilities in Attachment A and other CITY traffic handling facilities in a manner that will reduce the impacts of traffic during construction of the PROJECT. These facilities will be constructed by the CITY and will be operational before the first detour route is implemented as part of the PROJECT, which is expected to be the closure of the North I-405/West SR-22 connector bridge, scheduled to begin in June 2010, and will remain in operation for the duration of the PROJECT.

C. To review and concur with the Transportation Management Plan (TMP) prepared by AUTHORITY that addresses construction-related impacts to existing CITY street traffic. The TMP includes normal traffic handling requirements during PROJECT construction including staging, lane closures, restriping, detours, and signalization, and will specify requirements for communicating with the public and local agencies during construction. Concurrence of TMP by the CITY will not be unreasonably withheld.

D. To issue no fee permits for work done by STATE contractor within CITY jurisdiction within thirty (30) days from request and not cause delay to PROJECT's construction schedule.

E. To cooperate with AUTHORITY for the relocation, protection, and construction of utilities within CITY, including any utilities that are the subject of a franchise agreement. However, the CITY does not guarantee performance of its franchisees in connection with relocating utilities.

F. Upon completion and acceptance of work done by STATE contractor within CITY jurisdiction, the improvements will be turned over to CITY. CITY will not withhold its acceptance of work due to any unreasonable requirements.

G. To submit monthly invoices to AUTHORITY for actual costs incurred by CITY for police and other support services, as described in Article 2, Sections E and F. These costs will be reimbursed

1 via the STATE and are therefore subject to Federal contract guidelines. Any costs in excess of the
2 amounts specified herein shall not be incurred without a written amendment to this Agreement. CITY
3 shall submit final invoice no later than ninety (90) days after final acceptance of PROJECT. Invoices
4 shall be submitted in duplicate to AUTHORITY's Program Manager. Each invoice shall reference this
5 Agreement number; specify the work for which payment is being requested, the time period covered by
6 the invoice, the amount of payment requested, staff name and hourly rate, if appropriate, and support
7 documentation for all expenses invoiced.

8 **ARTICLE 4. AUDIT AND INSPECTION**

9 AUTHORITY and CITY shall maintain a complete set of records in accordance with generally accepted
10 accounting principles. Upon reasonable notice, AUTHORITY shall permit the authorized
11 representatives of the CITY to inspect and audit all work, materials, payroll, books, accounts, and other
12 data and records of AUTHORITY for a period of four (4) years after final payment, or until any on-going
13 audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of
14 CITY's payment of AUTHORITY's final billing (so noted on the invoice) under this Agreement. CITY
15 shall have the right to reproduce any such books, records, and accounts. The above provision with
16 respect to audits shall extend to and/or be included in contracts with AUTHORITY's contractor.

17 **ARTICLE 5. INDEMNIFICATION**

18 A. AUTHORITY shall defend, indemnify and hold harmless the CITY, its officers, agents,
19 elected officials, and employees, from all liability, claims, losses and demands, including defense costs
20 and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts
21 or omissions of AUTHORITY, its officers, agents, or employees, in the performance of the Agreement,
22 excepting acts or omissions direction by the CITY, its officers, agents, or employees, acting within the
23 scope of their employment, for which the CITY agrees to defend and indemnify AUTHORITY in a like
24 manner. This indemnity shall survive even after the termination of this Agreement.

25 B. CITY shall defend, indemnify and hold harmless the AUTHORITY, its officers, agents,
26 elected officials, and employees, from all liability, claims, losses and demands, including defense costs

1 and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts
2 or omissions of CITY, its officers, agents, or employees, in the performance of the Agreement,
3 excepting acts or omissions direction by the AUTHORITY, its officers, agents, or employees, acting
4 within the scope of their employment, for which the AUTHORITY agrees to defend and indemnify CITY
5 in a like manner. This indemnity shall survive even after the termination of this Agreement.

6 **ARTICLE 6. ADDITIONAL PROVISIONS**

7 A. This agreement is null and void if PROJECT is not funded. Once PROJECT is funded
8 AUTHORITY agrees to pay CITY \$600,000 as up-front payment for construction of various CITY
9 facilities, as described in Article 2, Section I, and listed in Attachment A – City Mitigation Measures. The
10 remaining \$300,000 for the CITY facilities will be paid upon receipt of a request by the CITY to the
11 AUTHORITY for these funds, to be made once the CITY has spent the \$600,000 up-front payment.

12 B. The \$250,000 for CITY street pavements, as described in Article 2, Section H, shall be
13 paid upon completion of the closure of the north I-405/west SR-22 connector.

14 C. AUTHORITY and CITY shall comply with all applicable federal, state, and local laws,
15 statutes, ordinances and regulations of any governmental authority having jurisdiction over the
16 PROJECT.

17 D. Notification and mailing address:

18 Any notices, requests, or demands made between the parties pursuant to this Agreement are to
19 be directed as follows:
20
21
22
23
24
25
26

/

To CITY:	To AUTHORITY:
City of Long Beach	Orange County Transportation Authority
333 West Ocean Blvd Long Beach, CA 90802	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Dave Roseman City Engineer 562-570-6665	Attention: Meena Katakia Manager, Contracts & Procurement 714-560-5743

E. This Agreement shall continue in full force and effect through final acceptance of PROJECT by AUTHORITY, or until December 31, 2014 whichever is later. This Agreement may be extended at the mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-8015 to be executed on the date first written above.

CITY OF LONG BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Bob Foster
Mayor

By: _____

Will Kempton
Chief Executive Officer

ATTEST:

By: _____

Larry Herrera
City Clerk

APPROVED AS TO FORM:

By: _____

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

By: _____

Robert Shannon
City Attorney

APPROVAL RECOMMENDED:

By: _____

Kia Mortazavi
Executive Director, Development

Dated: _____

Dated _____

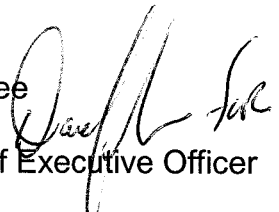
Cooperative Agreement No. C-9-0815, Attachment A – City Mitigation Measures

1. Element 1: Studebaker Road. Traffic Mitigations. OCTA agrees to provide funding for new signal interconnect on Studebaker Road. between Los Arcos Street. and the State Route 22 west on ramp (ten signals), and from Loynes Drive to 2nd Street (two signals).
Cost is \$600,000.
2. Element 2: East 2nd Street traffic mitigations. OCTA agrees to provide funding for an additional lane at west 2nd Street and north Studebaker Road, and provide advance loops for system detection east of the intersection for traffic going from east on 2nd Street to north on Studebaker Road.
Cost is \$100,000
3. Element 3: Palo Verde Avenue. traffic mitigations. OCTA agrees to provide funding for signal interconnect from the northbound Interstate 405 off ramp at Palo Verde Avenue to the intersection of Palo Verde Avenue and Stearns Street (three signals), and expand the Long Beach adaptive control system to include traffic signals along Palo Verde Avenue from Willow Street to Stearns Street.
Cost: is \$200,000

Total Cost \$900,000.



November 16, 2009

To: Highways Committee 
From: Will Kempton, Chief Executive Officer
Subject: Approve State Transportation Improvement Program Programming Change for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project

Overview

The California Department of Transportation has requested approval of a State Transportation Improvement Program programming change to fund additional costs for design services and right-of-way acquisition for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project. Because there are also cost savings in construction capital and construction support, there will be a net savings of \$405,000 in total funding needed for the project.

Recommendations

- A. Approve a change to the State Transportation Improvement Program to fund \$787,000 in additional services for final design of the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- B. Approve a change to the State Transportation Improvement Program to fund \$100,000 in additional costs for right-of-way acquisition needed for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- C. Approve a change to the State Transportation Improvement Program to decrease the funding needed by \$741,000 for the construction capital cost of the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.
- D. Approve a change to the State Transportation Improvement Program to decrease the funding needed by \$551,000 to provide construction support services for the San Diego Freeway (Interstate 5) Camino Capistrano Improvement Project.

- E. Authorize staff to process all necessary amendments to the Regional Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above actions.

Background

The California Department of Transportation (Caltrans) and the Orange County Transportation Authority (OCTA) have been working for the past few years on a series of chokepoint projects along the southbound Santa Ana/San Diego Freeway (Interstate 5) in south Orange County. These projects address localized congestion along southbound Interstate 5 caused by high volumes of traffic exiting the freeway at five local interchanges. The five interchanges are Jamboree Road, Culver Drive, Oso Parkway, Crown Valley Parkway, and Camino Capistrano.

All five of these projects are funded through the regional State Transportation Improvement Program (STIP). At this time, two of the projects are completed, Culver Drive and Crown Valley Parkway, one is under construction, Oso Parkway, and two are in final design, Jamboree Road and Camino Capistrano. The final two projects are expected to be under construction and completed within the next few years.

Discussion

The Interstate 5 Camino Capistrano Improvement Project is a \$19 million project that widens the Interstate 5 southbound off-ramp and adds a new auxiliary lane at Camino Capistrano. The project will also provide improvements to the ramp intersection and the Camino Capistrano frontage road. Caltrans was assigned to be the implementing agency for final design, right-of-way (ROW) acquisition, utility relocation, and construction of the Interstate 5 Camino Capistrano Improvement Project on behalf of OCTA.

The original budget for final design of the project was \$2.06 million. Design costs have exceeded the budgeted amount by \$787,000 and, therefore, Caltrans has requested that the budget be revised for a new total of \$2.85 million. The reasons for the additional design work include redesign and shifting of the freeway alignment to minimize utility conflicts not identified during the project approval/environmental document (PA/ED) phase, redesign to avoid relocation of a railroad signal, signal house and service cabinet constructed outside of the railroad ROW after the PA/ED phase and in conflict with the proposed widening, redesign of the bridge widening resulting in a construction

cost saving of \$1 million, extensive geotechnical investigations and the need to obtain numerous regulatory agency permits for geotechnical drilling operations and investigations, a change in the design from a ramp widening to a ramp reconstruction to meet a mandatory design standard, redesign related to storm water treatment and obtaining the necessary environmental permits.

For ROW acquisition, the current budget is \$400,000. Caltrans is requesting to increase the budget by \$100,000, for a new total of \$500,000, because during the previous phase, the cost of numerous overhead and underground utility relocations was underestimated and the cost of environmental permits was not identified.

Most of the final design and ROW acquisition has been completed on the project and the funds requested have already been expended. At this time, Caltrans is requesting approval of the programming change to provide funding to reimburse the state for these costs. The only eligible source of funding to pay for these additional services is the regional STIP funding for the project programmed by OCTA. Due to estimated savings in construction capital and construction support costs based on the updated engineer's cost estimate, the additional design and ROW costs can be offset by the construction savings, and there will be \$405,000 in funding no longer needed for this project (Attachment A). This \$405,000 in regional STIP funding will return to OCTA as part of OCTA's county share of STIP funding for reprogramming to another project. Staff will return to the Board of Directors (Board) with a future recommendation on how this funding could be reallocated to another eligible project.

The Oso Parkway Project, which is under construction, is a \$24 million project to widen the southbound off-ramp and add an auxiliary lane leading to the off-ramp. OCTA was the implementing agency for final design of the project and Caltrans is the implementing agency for ROW acquisition, utility relocation, and construction.

The Oso Parkway Project is currently experiencing delays in construction due to the Southern California Gas Company having difficulty in relocating a 30-inch high-pressure natural gas line. Caltrans is attempting to mitigate the potential for any further delay by leaving the gas line in place and modifying a bridge foundation to avoid the existing gas line. Caltrans is expecting additional costs in construction due to contractor delays and for the redesign of the bridge foundation. OCTA is assisting Caltrans by providing the design support services during construction and has authorized the design firm to provide the necessary additional design work, in an amount not to exceed \$100,000.

necessary additional design work, in an amount not to exceed \$100,000. These increased costs could be funded by the \$405,000 no longer needed for the Interstate 5 Camino Capistrano Improvement Project as one option. Further information on the cost due to construction delay, any schedule impacts to project completion, and the funding strategy proposed to cover the additional costs will be brought to the Board as these design changes are developed.


Summary

The original budget for final design and ROW acquisition for the Interstate 5 Camino Capistrano Improvement Project has been exceeded by Caltrans. Caltrans is requesting approval of the STIP programming change so that funding within the project can be reprogrammed from the construction phase to pay for the additional costs in the design and ROW phases. Staff will return to the Board with a future recommendation on how the net savings of \$405,000 in regional STIP funding could be reallocated to another eligible project.

Attachment

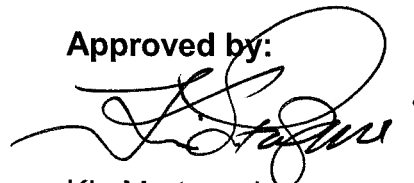
- A. Interstate 5 Camino Capistrano Project, Proposed STIP Programming Change

Prepared by:



Rose Casey
Program Manager
(714) 560-5729

Approved by:



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


**INTERSTATE 5 CAMINO CAPISTRANO PROJECT
PROPOSED STIP PROGRAMMING CHANGE**

COMPONENT	EXISTING (PROGRAMMED)	PROPOSED	CHANGE	
	<u>Value</u>	<u>Value</u>	<u>Value</u>	<u>Value %</u>
<u>Change (\$'s in 1,000's)</u>				
PA&ED SUPPORT	\$363	\$363	\$0	0%
Plans, Specification, and Estimate Support	\$2,063	\$2,850	\$787	38%
ROW Support	\$297	\$297	\$0	0%
Construction Support	\$2,445	\$1,894	(\$551)	(23%)
ROW Capital	\$400	\$500	\$100	25%
Construction Capital	\$13,447	\$12,706	(\$741)	(5.5%)
TOTAL	<u>\$19,015</u>	<u>\$18,610</u>	<u>(\$405)</u>	<u>(2.1%)</u>



November 16, 2009

To: Highways Committee

From:  Wilk Kempton, Chief Executive Officer

Subject: Combined Transportation Funding Program Project Delivery and Close Out

Overview

In response to the Measure M Combined Transportation Funding Program project delay issues, staff has prepared options for ensuring close out of the program as the sunset of Measure M approaches in 2011. Recommendations are presented for Board of Directors' review and input.

Recommendations

- A. Authorize staff to implement a change to the Combined Transportation Funding Program delay request policy to allow no further delay requests, effective with the March 2010 semi-annual review.
- B. Direct staff to include Measure M Combined Transportation Funding Program project cancellation cost savings in the Renewed Measure M call for projects and return with specific guidelines to implement these changes if approved.

Background

The Combined Transportation Funding Program (CTFP) provides local agencies with a common set of guidelines for the Measure M (M1) streets and roads components. The program has successfully delivered hundreds of projects across Orange County; however, 91 percent of the program time has elapsed, but only 81 percent of the total project allocations have been completed or obligated to date. This imbalance is the result of project time extensions requested by local agencies. These requests have been made per the current "delay request" policy (Attachment A). The current guidelines for the CTFP, approved by the Board of Directors (Board) in 2007, require that all programmed funds be obligated (under contract) by the local agencies when M1 sunsets in March 2011.

Agencies may request project delays through the Orange County Transportation Authority's (OCTA) semi-annual review (SAR) process. These funds remain programmed to the delayed projects and the programmed year shifts to correspond to the new obligation year requested by the local agency. The table below summarizes the dollar amount of the delay requests for the last three fiscal years (FY).

CTFP Project Delays (x \$1,000)

FY	Amount
2007	\$ 30,661
2008	\$ 66,364
2009	\$ 23,521

Multiple factors are typically involved in project delays and these may include right-of-way acquisition problems, utility relocation issues, construction phasing with an adjacent project, as well as funding shortfalls. OCTA is not in a position to determine which specific local agencies will request further project delays (in this case, moving a project from FY 2009-10 to FY 2010-11). Currently, there is approximately \$104 million in project allocations planned for FY 2009-10, with another approximately \$30 million planned for FY 2010-11. The September 2009 SAR is currently being completed; followed by another review process scheduled for March 2010. March 2010 is the last SAR in which local agencies can request a delay from FY 2009-10 to FY 2010-11. Projects programmed in FY 2010-11 must be obligated by March 2011 based on the Board-approved policy.

Discussion

Staff has explored a variety of specific options with the OCTA Technical Advisory Committee (TAC) to address project delivery issues. Since the factors leading to delays primarily deal with either funding or schedule issues, staff explored various solutions to deal with these issues. As the various options were vetted through the TAC, the focus became primarily the addressing of the funding shortfalls that have delayed projects. At the September 21, 2009, Highways Committee (Committee) meeting, staff discussed an option that would permit local agencies to cancel a CTFP project and move the M1 and local matching funds to another approved CTFP project.

At the Committee's direction, this was discussed with the TAC on September 23, 2009. Staff requested a complete listing of all projects that could make use of the "cancel-and-transfer" concept. Staff also asked TAC

members if any projects could make use of a one-year extension past the March 2011 obligation deadline.

For the cancel-and-transfer concept, only four agencies indicated an interest in nominating projects for this option. The specific agencies and projects involved are presented in Attachment B. For the one-year extension concept, no agencies indicated an interest in pursuing this option. The majority of responses from the local agencies indicated that projects would continue to be delivered as planned. Based on this, it is apparent that the changes originally proposed to the program, the one-year extension, and the cancel-and-transfer concept are not necessary. Therefore, staff is recommending no change to the current CTFP guidelines; however, staff is recommending a change to the current delay policy.

The change currently being recommended for Board approval is to accept no further delay requests effective with the March 2010 SAR. This action would prevent any additional projects from being moved from FY 2009-10 to the final programming year of FY 2010-11. The change to the delay policy is likely to result in some project cancellations when the March 2010 SAR occurs. The amount of these cancellations cannot currently be estimated; however, these funds could still be programmed in FY 2010-11 as part of the first Renewed Measure M (M2) call for projects. Limitations could be placed on these funds to ensure that they are obligated by March 31, 2011. Staff is seeking direction on this approach. If endorsed, staff will return to the Board with specific guidelines to implement this change.

Staff will continue to monitor the project delivery trend of the CTFP. Regular updates are now being brought forward as part of the Measure M Quarterly Report. As FY 2009-10 draws to a close, staff will perform a detailed analysis of the program and bring an updated status of the current CTFP to the Board for consideration.

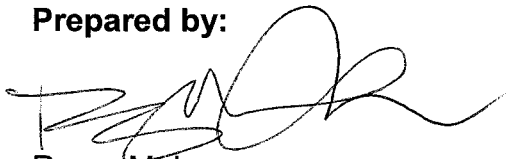
Summary

Staff is seeking approval on a change to the CTFP delay policy to allow no further delay requests effective with the March 2010 SAR. This action could result in additional programming capacity being made available through project cancellations. Staff is seeking direction on the inclusion of this potential funding in the M2 call for projects.

Attachments

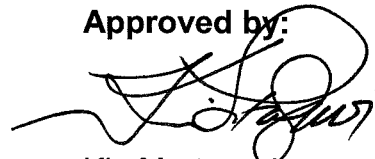
- A. Delay Policy
- B. Option One - Self-Directed Reallocation Project Transfer Details

Prepared by:



Roger M. Lopez
Manager, Local Measure M Programs
(714) 560-5438

Approved by:



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

Delay Policy

Time Extensions

Time extensions may be granted for special circumstances that are beyond the control of the implementing agency. A formal request for a time extension should be presented to the Orange County Transportation Authority (OCTA) at the earliest possible moment or at a semi-annual review but no later than June 30 of the fiscal year in which the project is programmed.

The cities/County may request a one-time delay of up to 24 months. Jurisdictions will be required to justify this request and seek approval of the OCTA staff, the Technical Steering Committee (TSC), and the Technical Advisory Committee (TAC) as part of the semi-annual review process. A second delay request may only be awarded by obtaining the council-approved, revised Capital Improvement Program that indicates the project revised program year. The second delay request requires review by staff, the TSC, and TAC approval.

Any further delay beyond the second delay request would require a direct request for approval from the OCTA Board of Directors (Board). This request will be reviewed by staff and presented to the TAC for recommendation. The OCTA Board will have the final approval of the request.

Again, local agencies are reminded that Measure M funds must be encumbered by March, 31, 2011.

Option One - Self-Directed Reallocation Project Transfer Details

Agency	Projects	Allocation Amount	Description
Brea	<i>To Be Cancelled</i>		The final phases of the Imperial Highway (State Route 90) Smart Street Project in the City of Brea are currently experiencing an estimated \$505,000 shortfall in the construction phase. City proposes to cancel the Rose Drive widening project and transfer these funds to the Imperial Highway (State Route 90) Smart Street Project.
	03-BREA-GMA-1029 - Rose Drive Widening (preliminary engineering)	\$ 30,000	
	08-BREA-GMA-3053 - Rose Drive Widening (design)	\$ 300,000	
		\$ 330,000	
Garden Grove	<i>Receiving Transfer</i>		The Brookhurst Street corridor in the City of Garden Grove will be included in the countywide traffic signal synchronization effort. The Traffic Management Center Upgrade Project is currently being developed. The city feels this project would benefit from the additional funds from an allocation that would partially be a duplicative effort. The city proposes to cancel the Brookhurst Street/Magnolia Avenue/Garden Grove Boulevard Traffic Signal Coordination Project and transfer the funds to the Traffic Management Center Upgrade Project.
	08-GGRV-SIP-2870 - Brookhurst Street/Magnolia Avenue/Garden Grove Boulevard Traffic Signal Coordination (design)	\$ 100,000	
	<i>Receiving Transfer</i>		
	08-GGRV-GMA-2873 - Traffic Management Center Upgrade (construction)	\$ 170,000*	
La Palma	<i>To Be Cancelled</i>		Complications with the Walker Street/Marquardt Avenue bridge make its delivery before the program sunset impossible. The La Palma Avenue/Del Amo Boulevard bridge project is proceeding as planned and the preliminary estimates indicate there could be a shortfall. The city proposes to cancel the Walker Street/Marquardt Avenue bridge and transfer the funds to the La Palma Avenue/Del Amo Boulevard bridge project.
	03-LPMA-MPH-1148 - Walker Street/Marquardt Avenue Bridge over Coyote Creek (engineering)	\$ 89,285	
	03-LPMA-MPH-1148 - Walker Street/Marquardt Avenue Bridge over Coyote Creek (construction)	\$ 459,486	
		\$ 558,771	
Santa Ana	<i>Receiving Transfer</i>		The Traffic Signal System Upgrade Project is experiencing significant funding shortfalls. Currently, the City of Santa Ana has allocations for eight phases of signal upgrades around the city. The city proposes to cancel Phases I and VIII and evenly distribute the allocations amongst the other six phases of the construction effort.
	03-LPMA-MPH-1149 - La Palma Avenue/Del Amo Boulevard Bridge over Coyote Creek (engineering)	\$ 131,350*	
	03-LPMA-MPH-1149 - La Palma Avenue/Del Amo Boulevard Bridge over Coyote Creek (construction)	\$ 667,959	
		\$ 799,309	
Santa Ana	<i>To Be Cancelled</i>		The Traffic Signal System Upgrade Project is experiencing significant funding shortfalls. Currently, the City of Santa Ana has allocations for eight phases of signal upgrades around the city. The city proposes to cancel Phases I and VIII and evenly distribute the allocations amongst the other six phases of the construction effort.
	05-SNTA-SIP-2641 - Traffic Signal System Upgrade Phase I (engineering)	\$ 12,000	
	05-SNTA-SIP-2641 - Traffic Signal System Upgrade Phase I (construction)	\$ 238,000	
	05-SNTA-SIP-2649 - Traffic Signal System Upgrade Phase VIII (engineering)	\$ 12,000	
	05-SNTA-SIP-2641 - Traffic Signal System Upgrade Phase VIII (construction)	\$ 238,000	
		\$ 500,000	
	<i>Receiving Transfer</i>		
	05-SNTA-SIP-2642 - Traffic Signal System Upgrade Phase II (construction)	\$ 238,000*	
	05-SNTA-SIP-2643 - Traffic Signal System Upgrade Phase III (construction)	\$ 238,000*	
	05-SNTA-SIP-2644 - Traffic Signal System Upgrade Phase IV (construction)	\$ 238,000*	
	05-SNTA-SIP-2646 - Traffic Signal System Upgrade Phase V (construction)	\$ 238,000*	
	05-SNTA-SIP-2647 - Traffic Signal System Upgrade Phase VI (construction)	\$ 238,000*	
	05-SNTA-SIP-2648 - Traffic Signal System Upgrade Phase VII (construction)	\$ 238,000*	
		\$ 1,428,000	

* Indicates the amount of the original allocation



November 16, 2009

To: Highways Committee

From:  Will Kempton, Chief Executive Officer

Subject: Selection of Firms for On-Call Utility Coordination and Support Services

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call utility coordination and support services for highway, transit, and railroad capital projects. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$900,000:

- Agreement No. C-9-0453 between the Orange County Transportation Authority and Stantec Consulting, Inc.
- Agreement No. C-9-0750 between the Orange County Transportation Authority and Spec Services
- Agreement No. C-9-0751 between the Orange County Transportation Authority and Utility Specialists California, Inc.
- Agreement No. C-9-0752 between the Orange County Transportation Authority and APA Engineering, Inc.
- Agreement No. C-9-0753 between the Orange County Transportation Authority and Berg & Associates, Inc.

Discussion

The Orange County Transportation Authority (Authority) has a need for on-call consultants to perform various utility coordination and support services for highway, transit, and railroad facilities in which the Authority is involved. Services will include research, surveys, evaluation of relocation alternatives, acquisition and relocation assistance, coordination among owners and stakeholders, general project/program management, and other related services as required.

The selection of firms for the on-call utility coordination and support was originally taken to the Highways Committee (Committee) on October 19, 2009. During the meeting, the Committee questioned the blended hourly rates for another similar procurement that was on the same agenda. After the Committee meeting, the Contracts Administration and Materials Management Department reviewed the ratings for cost and price and found that the ratings were not calculated in accordance with normal practices. After re-rating the cost and price score for each firm, a new proposal evaluation matrix was developed. Although the corrected scoring did not change the relative ranking of the firms or the recommendation for selection of firms, a revised evaluation matrix (Attachment B) is included in this updated staff report and the item is being presented to the Committee for approval.

Procurement Approach

This procurement was handled in accordance with the Authority's procedures for professional and technical services, and in accordance with both federal and state law. Award is recommended to the firms with the highest qualifications to perform the services, considering factors such as staffing, subcontractor team, prior experience with similar projects, approach to the work, technical expertise in the field, and a fair and reasonable pricing structure.

The awarded contracts will have a three-year initial term with two one-year options. Specific work assignments will be carried out under contract task orders (CTOs). Technical and price proposals will be solicited competitively from the selected on-call firms, and CTOs will be awarded based upon a firm's technical capabilities, understanding of the work assignment, and price.

On July 1, 2009, Request for Proposals (RFP) 9-0453 was released and sent electronically to 1,285 firms registered on CAMM NET. The project was advertised on July 7 and July 14, 2009, in a newspaper of general circulation.

A pre-proposal conference was held on July 14, 2009, with 36 attendees representing 26 firms. Addendum No. 1 was issued to transmit the pre-proposal conference attendee list. Addendum No. 2 was issued to transmit responses to questions. Addendum No. 3 was issued to clarify and correct the RFP documents.

On August 4, 2009, 19 proposals were received. An evaluation committee consisting of staff from the Authority's Highway Project Delivery Department, Contracts Administration and Materials Management Department, Rail Programs Division, and an external member from the Los Angeles County Metropolitan Transportation Authority's Third Party Administration Department met to review all proposals submitted. The proposals were evaluated based on the following evaluation criteria and weights:

- | | |
|-------------------------------------|------------|
| • Qualifications of Firm | 30 percent |
| • Staffing and Project Organization | 30 percent |
| • Work Plan | 20 percent |
| • Cost/Price | 20 percent |

The standard 25 percent weighting for each criterion was not used for this procurement. For on-call services, the qualifications of the firm and the staffing and project organization are the most important factors. Therefore, each was weighted at 30 percent. Qualifications of the firm is important because an offeror's past corporate experience in specific types of heavy infrastructure utility coordination and relocation is essential to effective performance of the services. Staffing and project organization is also of significance for the following reasons: (1) key managerial and technical staff need to be very familiar and capable in heavy infrastructure utility coordination and relocation; (2) such staff must be available to perform task orders in a timely and effective manner; and (3) the combination of prime consultant staff and sub-consultants needs to make up a versatile and complete team to perform the full range of on-call services.

The evaluation committee reviewed all proposals based on the evaluation criteria and determined seven firms to be most qualified for the work. The most qualified firms are listed in alphabetical order:

Firm and Location

APA Engineering, Inc.
Laguna Hills, California

Berg & Associates, Inc.
San Pedro, California

Epic Land Solutions, Inc.
Torrance, California

Spec Services
Fountain Valley, California

Stantec Consulting, Inc.
Irvine, California

Utility Specialists California, Inc.
Lake Forest, California

W. G. Zimmerman Engineering, Inc.
Seal Beach, California

On September 15, 2009, the evaluation committee interviewed the seven firms. Questions were asked relative to the firms proposed staffing and approach to the scope of work. Based on the combined appraisal of written proposals and the interview, Epic Land Solutions, Inc., and W. G. Zimmerman Engineering, Inc., were determined to be less qualified to perform the services than the other short-listed firms and were not carried forward for recommendation. For the recommended firms, the following assessments were made:

Qualifications of Firm

The five recommended firms have the most relevant experience with utility coordination and relocation for heavy infrastructure-type projects, including transit, highway, and railroad projects, particularly grade separations, which is highly advantageous to the work on the program. All firms identified adequate staff resources and logistical capabilities to support on-call services effectively. All firms were responsive to the underutilized Disadvantaged Business Enterprise requirements.

Staffing and Project Organization

Key staff of the five recommended firms has the highest qualifications and experience with heavy infrastructure utility coordination and relocation. The firms have demonstrated experience working with public agencies and understand the requirements for timely work. Prime consultants retain a logical core of the work and are sufficiently knowledgeable in the field to manage the scope of work effectively. The subcontractors strengthen the various teams by bringing specialized skills and knowledge. Interviews with the firms further validated each firm's experience.

Work Plan

The work plan proposed by the five short-listed firms conformed to the written scope of work identified in the RFP. All five firms presented a sound understanding of the work requirements and demonstrated the ability to perform the various types of services. The firms noted familiarity with the technical issues and discussed potential strategies to mitigate the same.

Cost and Price

Pricing scores were assigned based on a formula which assigns the highest weight to the lowest price and weights the other proposal prices based on relation to the lowest price. The recommended firms' blended hourly rates are considered to be consistent with the market for these services. As these are CTO-based contracts, each CTO will be competed and awarded based on work plan, technical approach, and price.

Summary

All five firms have the experience with utility coordination and relocation for heavy infrastructure projects, especially grade separations. The firms have assembled teams that are highly qualified and experienced in the relevant field. All firms have shown complete understanding of the requirements of the RFP and are fully capable of supporting the Authority's needs over the next three to five years.

Based on the proposal evaluation and interviews, staff recommends the following five firms, as the highest ranked firms, to provide on-call utility coordination and support services to the Authority: Stantec Consulting, Inc., Spec Services, Utility Specialists California, Inc., APA Engineering, Inc., and Berg & Associates, Inc.

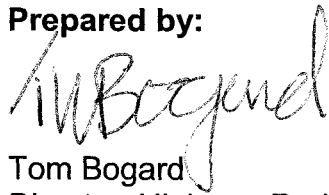
Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-10 Budget, Development Division, accounts 0010-7514-T0001-P4S, 0010-7514-F1110-KQS, 0017-7514-M0201-QDB, 0017-7514-M0201-QDC, and is funded through Measure M and Renewed Measure M funds.

Attachments

- A. RFP 9-0453, On-Call Utility Coordination and Support Services - Review of Proposals, Presented to Highways Committee - November 16, 2009
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 9-0453 - On-Call Utility Coordination and Support Services
- C. Contract History for the Past Two Years, RFP 9-0453 - On-Call Utility Coordination and Support Services

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RFP 9-0453, "On-Call Utility Coordination and Support Services"
REVIEW OF PROPOSALS
Presented to Highways Committee - November 16, 2009

19 proposals were received, 7 firms were interviewed, 5 firms were selected

Overall Ranking	Proposal Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments	Blended Hourly Rates
1	79	Stantec Consulting, Inc. Irvine, California	RGI Consulting, Inc. Safe-r-Dig Utility Services, Inc. KDM Meridian	Extensive background in utility coordination and relocation Experience includes highways and rail grade separations Key staff experienced in both wet and dry utilities Very good understanding of scope of work requirements	\$135.78
1	79	Spec Services Fountain Valley, California	Southwest Geophysics, Inc. Cal Pacific Land Services, Inc. Underground Solutions, Inc.	Utility experience includes major highway projects Extensive utility coordination with rail grade separations Key staff well qualified Good understanding of scope of work requirements	\$129.69
3	77	Utility Specialists California, Inc. Lake Forest, California	RMC, Inc. Overland, Pacific & Cutler, Inc. TDKA Underground Solutions, Inc.	Background in utility coordination and relocation Experience includes highways and railroads Key staff experience is sound Good understanding of scope of work requirements	\$136.21
4	75	APA Engineering, Inc. Laguna Hills, California	RGI Consulting, Inc. Safe-r-Dig Utility Services, Inc.	Public agency and heavy infrastructure utility experience Strongest in design and management, less in coordination Staff appropriately experienced with public agencies Very good comprehension of scope of work requirements	\$111.97
5	74	Berg & Associates, Inc. San Pedro, California	Spectrum Land Services, Inc.	Heavy infrastructure utility experience includes rail Key staff has good utility heavy infrastructure experience Good comprehension of scope of work requirements	\$105.06
6	69	Epic Land Solutions, Inc. Torrance, California	TKE Engineering Stewart Title Underground Solutions, Inc.	Experienced with utilities in infrastructure Staff stronger with acquisition rights Less experience with in-field utilities Understanding of scope of work not clear	\$89.44
7	68	W.G. Zimmerman Engineering, Inc. Seal Beach, California	Coast Surveying Land Consulting and Management Moran Utility Services, Inc. Athayle Consulting Eng. Svcs., Inc. Kantex Industries	Strong experience in traffic engineering Utility experience with municipalities Good understanding of scope of work requirements Heavy reliance on subcontractors	\$130.05

Evaluation Panel	Criteria	Weight Factor
Contracts Administration and Materials Management (1)	Qualifications of Firm	30%
Highway Project Delivery (2)	Staffing and Project Organization	30%
Rail Programs (1)	Work Plan	20%
External (1)	Cost and Price	20%

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)								
RFP 9-0453 -"On-Call Utility Coordination and Support Services "								
FIRM: Stantec Consulting, Inc.						Weights	Overall Score	
Evaluator Number	1	2	3	4	5			
Qualifications of Firm	4.00	4.00	4.00	4.00	4.50	6		24.60
Staffing/Project Organization	4.50	4.50	4.00	4.00	4.00	6		25.20
Work Plan	4.50	4.50	4.00	4.00	4.00	4		16.80
Cost and Price	3.10	3.10	3.10	3.10	3.10	4		12.40
Overall Score	81.40	81.40	76.40	76.40	79.40			79
FIRM: Spec Services						Weights	Overall Score	
Evaluator Number	1	2	3	4	5			
Qualifications of Firm	4.00	5.00	3.50	4.50	4.00	6		25.20
Staffing/Project Organization	4.00	5.00	4.00	4.50	4.00	6		25.80
Work Plan	3.50	4.50	3.50	3.50	4.00	4		15.20
Cost and Price	3.20	3.20	3.20	3.20	3.20	4		12.80
Overall Score	74.80	90.80	71.80	80.80	76.80			79
FIRM: Utility Specialists California, Inc.						Weights	Overall Score	
Evaluator Number	1	2	3	4	5			
Qualifications of Firm	4.00	4.00	4.00	4.00	4.50	6		24.60
Staffing/Project Organization	4.50	4.00	4.00	3.50	4.00	6		24.00
Work Plan	4.50	4.50	3.50	4.50	4.00	4		16.80
Cost and Price	3.00	3.00	3.00	3.00	3.00	4		12.00
Overall Score	81.00	78.00	74.00	75.00	79.00			77
FIRM: APA Engineering, Inc.						Weights	Overall Score	
Evaluator Number	1	2	3	4	5			
Qualifications of Firm	3.50	4.00	3.50	3.00	3.50	6		21.00
Staffing/Project Organization	4.50	4.50	3.50	3.00	3.50	6		22.80
Work Plan	4.50	4.50	4.00	3.50	4.00	4		16.40
Cost and Price	3.70	3.70	3.70	3.70	3.70	4		14.80
Overall Score	80.80	83.80	72.80	64.80	72.80			75
FIRM: Berg & Associates, Inc.						Weights	Overall Score	
Evaluator Number	1	2	3	4	5			
Qualifications of Firm	4.00	4.00	3.50	3.00	3.00	6		21.00
Staffing/Project Organization	4.00	4.00	3.50	3.50	3.50	6		22.20
Work Plan	4.00	3.50	4.00	3.50	3.50	4		14.80
Cost and Price	3.90	3.90	3.90	3.90	3.90	4		15.60
Overall Score	79.60	77.60	73.60	68.60	68.60			74

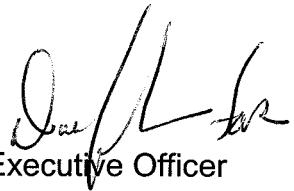
PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)							
RFP 9-0453 -"On-Call Utility Coordination and Support Services "							
FIRM: Epic Land Solutions, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.00	3.00	3.50	3.00	3.00	6	18.60
Staffing/Project Organization	3.00	3.00	3.50	2.50	3.00	6	18.00
Work Plan	4.00	4.00	3.50	3.00	3.50	4	14.40
Cost and Price	4.60	4.60	4.60	4.60	4.60	4	18.40
Overall Score	70.40	70.40	74.40	63.40	68.40		69
FIRM: W.G. Zimmerman Engineering, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.00	3.50	3.50	3.00	3.50	6	19.80
Staffing/Project Organization	3.50	3.00	3.50	3.00	3.50	6	19.80
Work Plan	4.00	4.00	4.00	3.00	4.00	4	15.20
Cost and Price	3.20	3.20	3.20	3.20	3.20	4	12.80
Overall Score	67.80	67.80	70.80	60.80	70.80		68
Range of scores for non-short listed firms was 48-67							

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 9-0453 - "On-Call Utility Coordination and Support Services"

Prime Firm (Alphabetical)	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
APA Engineering, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
Berg & Associates, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
Epic Land Solutions, Inc.	C-8-1184	Right-of-way services for railroad grade crossing safety improvements	12/10/2008	11/30/2010	\$50,000
	C-8-1292	Right-of-way services for railroad grade seperations (No CTO issued)	12/22/2008	12/31/2010	\$0
	C-8-0666	Right-of-way utility support services	4/14/2008	12/31/2009	\$49,392
Sub Total					\$99,392
Stantec Consulting, Inc.	C-7-0630	Traffic and revenue forecasting services	5/9/2007	6/30/2010	\$150,000
Sub Total					\$150,000
Spec Services	C-7-0661	Preliminary utility investigation report	7/25/2007	3/31/2008	\$70,710
Sub Total					\$70,710
Utility Specialists California, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
W.G. Zimmerman Engineering, Inc.	C-6-0796	Measure M - Management oversight for the Euclid Street and Oso Parkway signal synchronization	1/8/2007	12/31/2007	\$100,000
	C-7-0025	Measure M on-call technical support	3/1/2007	2/28/2008	\$100,000
Sub Total					\$200,000



November 16, 2009

To: Highways Committee 
From: Will Kempton, Chief Executive Officer
Subject: Selection of Firms for On-Call Right-of-Way Services

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call right-of-way services. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$1,000,000:

- Agreement No. C-9-0822 between the Orange County Transportation Authority and California Property Specialists, Inc.
- Agreement No. C-9-0452 between the Orange County Transportation Authority and Epic Land Solutions, Inc.
- Agreement No. C-9-0747 between the Orange County Transportation Authority and HDR Engineering, Inc.
- Agreement No. C-9-0748 between the Orange County Transportation Authority and Overland, Pacific and Cutler, Inc.
- Agreement No. C-9-0749 between the Orange County Transportation Authority and Paragon Partners Ltd.

Discussion

The Orange County Transportation Authority (Authority) has a need for on-call consultants to perform various right-of-way (ROW) services for highway, transit, and railroad facilities in which the Authority is involved. Services will include acquisition and negotiation, including owner contact, informational and offer letters, preparation of documents, development and maintenance of acquisition schedules, expert witness testimony, relocation assistance, utility relocation assistance, curative construction and repair, appraisals and appraisal reviews, surveys and ROW engineering, and security and management of acquired properties.

The selection of firms for the on-call utility coordination and support was originally taken to the Highways Committee on October 19, 2009. At that time, members of the Board of Directors noted that the blended hourly rates for each firm shown in Attachment A did not seem to correlate with the relative scoring of cost and price shown in Attachment B. After the committee meeting, the Contracts Administration and Materials Management Department reviewed the ratings for cost and price and found that the ratings were not calculated in accordance with normal practices.

After re-rating the cost and price score for each firm, it was found that an additional firm now fell into the competitive range with a score over 70. The evaluation committee was re-convened; the fifth firm was interviewed; and a revised overall score was determined. Based on this additional review, a fifth firm was added to the list of most qualified firms to perform the work. A revised evaluation matrix (Attachment B) and recommendation for selection of five firms is included in this updated staff report.

Procurement Approach

This procurement was handled in accordance with the Authority's procedures for professional and technical services, and in accordance with both federal and state law. Award is recommended to the firms with the highest qualifications to perform the services, considering such factors as staffing, subcontractor team, prior experience with similar projects, approach to the work, technical expertise in the field, and competitive pricing.

The awarded contracts will have a three-year initial term with two one-year options. Specific work assignments will be awarded by contract task orders (CTOs). Technical and price proposals will be solicited competitively from the selected on-call firms, and CTOs will be awarded based upon a firm's technical capabilities, understanding of the work assignment, and price.

On June 12, 2009, Request for Proposals (RFP) 9-0452 was released and sent electronically to 661 firms registered on CAMM NET. The project was advertised on June 19 and June 26, 2009, in a newspaper of general circulation. A pre-proposal conference was held on June 23, 2009, with 23 attendees representing 17 firms. Addendum No. 1 was issued to transmit the pre-proposal conference attendee list. Addendum No. 2 was issued to transmit responses to questions and to clarify or correct the RFP instructions.

On July 14, 2009, 13 proposals were received. An evaluation committee consisting of staff from the Highway Project Delivery Department, Contracts Administration and Materials Management Department, Rail Programs, and Project Control Department met to review all proposals submitted. The proposals were evaluated based on the following evaluation criteria and weights:

- | | |
|-------------------------------------|------------|
| • Qualifications of Firm | 30 percent |
| • Staffing and Project Organization | 30 percent |
| • Work Plan | 20 percent |
| • Cost/Price | 20 percent |

The standard 25 percent weighting for each criterion was not used for this procurement. For on-call services, the qualifications of the firm and the staffing and project organization are the most important factors. Therefore, each was weighted at 30 percent. Qualifications of firm are important because an offeror's corporate experience in a broad range of ROW functions is essential to effective performance of the services. Staffing and project organization is also of significance for the following reasons: (1) key managerial and technical staff need to be very familiar and capable in a broad range of ROW functions; (2) staff must be available to perform CTOs in a timely and effective manner; and (3) the combination of prime consultant staff and subconsultants needs to make up a versatile and complete team that can perform the full range of on-call services.

The evaluation committee reviewed all proposals based on the evaluation criteria and determined five firms to be most qualified for the work. These most qualified firms are listed in alphabetical order as follows:

Firm and Location

California Property Specialists, Inc.
Santa Ana, California

Epic Land Solutions, Inc.
Torrance, California

HDR Engineering, Inc.
Irvine, California

Overland, Pacific and Cutler, Inc.
Irvine, California

Paragon Partners Ltd.
Huntington Beach, California

The evaluation committee interviewed the five short-listed firms. Questions were asked relative to the firms' proposed staffing and approach to the scope of work. Based on the written proposal evaluation and interviews, the following assessments were made:

Qualifications of Firm

All five firms have substantial and relevant experience in acquisition, relocation, appraisal management, and the other ROW functions described in the scope of work. This experience includes heavy infrastructure transit, highway, and railroad projects with public agencies, including local agencies. All firms have sufficient staff resources and logistical capabilities to support on-call services. All firms were responsive to the underutilized Disadvantaged Business Enterprise requirements.

Staffing and Project Organization

All recommended firms proposed key staff that are appropriately credentialed and have experience in acquisition, relocation, appraisal management, and the other ROW functions described in the scope of work. Staff is familiar with the requirements of public agencies. Key staff members would be committed to the Authority's work. The prime consultant staff members and respective subcontractors demonstrate versatile and capable teams. Interviews with all firms validated experience and ability to support the Authority on a variety of projects.

Work Plan

The work plan proposed by all the short-listed firms conformed to the written scope of work identified in the RFP. All selected firms presented a sound understanding of the work requirements and demonstrated that each has the ability to perform the various types of services. The firms noted familiarity with the technical issues and discussed potential solutions.

Cost and Price

Pricing scores were assigned based on a formula that assigns the highest weight to the lowest price and weights the other proposal prices based on its relation to the lowest price. The recommended firms' blended hourly rates are considered consistent with the market for these services. As these are CTO-based contracts, each CTO will be competed and awarded based on work plan, technical approach, and price.

Summary

All five firms have the required experience in acquisition, relocation, and appraisal management, and are capable of addressing the requirements of the RFP. The teams assembled by the firms represent staff that are well qualified and have prior experience with highway and transit projects, as well as worked with public agencies. The firms reflect a sound and thorough understanding of the work plan and are capable of supporting the Authority's needs over the next three to five years.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-10 Budget, Development Division, accounts 0010-7514-T0001-P4S, 0010-7514-F1110-KQS, 0017-7514-M0201-QDB, 0017-7514-M0201-QDC, and is funded through Measure M and Renewed Measure M funds.

Summary

Staff recommends selection of California Property Specialists, Inc., Epic Land Solutions, Inc., HDR Engineering, Inc., Overland, Pacific and Cutler, Inc., and Paragon Partners Ltd. to provide on-call right-of-way services for transit and highway projects in an aggregate amount not to exceed \$1,000,000.

Attachments

- A. RFP 9-0452, On-Call Right-of-Way Services for Transit and Highway Projects, Review of Proposals, Presented to Highways Committee – November 16, 2009
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 9-0452 On-Call Right-of-Way Services for Transit and Highway Projects
- C. Contract History for the Past Two Years, RFP 9-0452 On-Call Right-of-Way Services for Transit and Highway Projects

Prepared by:

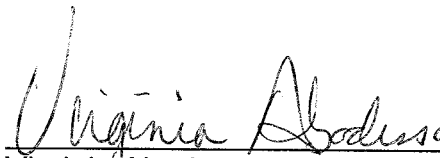


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RFP 9-0452, "On-Call Right-of-Way Services for Transit and Highway Projects"
REVIEW OF PROPOSALS
Presented to Highways Committee - November 16, 2009

13 proposals were received, 5 firms were interviewed, 5 firms were selected

Overall Ranking	Proposal Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments	Blended Hourly Rates
1	85	Overland, Pacific and Cutler, Inc. Irvine, California	Aztec Engineering Coast Surveying, Inc. Desmond, Marcello & Amster Donahue Appraisal Associates Gates Development Hennessey & Hennessey, LLC J&I Coastal Keith Settle and Company The Kiley Company Leighton Group, Inc. Lidgard and Associates Psomas RBF Consulting SCE Engineering Thomas Land Clearing	Extensive experience in right-of-way field Extensive public agency client list Key personnel very well qualified in field Key personnel familiar with local public agencies Approach to work well thought out Strong understanding of scope of work requirements	\$122.87
2	81	Paragon Partners Ltd. Huntington Beach, California	Del Richardson & Associates, Inc. Desmond, Marcello & Amster, LLC Eco & Associates, Inc. Emac Construction, Inc. Floor Plans Const. & Dev. Inc. GKC Engineering Corporation Hodges, Lacey & Associates, Inc. Lawyers Title Ins. Corporation Lidgard and Associates, Inc. Psomas S.O.S. Security SafeProbe, Inc. Simplex Const. Management, Inc. Stewart Title of California TEC Management Consultants, Inc. Towill, Inc. Von Klug and Associates, Inc.	Extensive experience in right-of-way field Extensive local public agency experience Key personnel highly experienced in field Key personnel experienced in public agencies Approach to work thorough Good understanding of scope of work requirements	\$106.64

RFP 9-0452, "On-Call Right-of-Way Services for Transit and Highway Projects"
REVIEW OF PROPOSALS
Presented to Highways Committee - November 16, 2009

13 proposals were received, 5 firms were interviewed, 5 firms were selected

3	75	Epic Land Solutions, Inc. Torrance, California	AFI Valuation, Inc. Apex Companies Building Analytics Corp. Construction Solutions, Inc. Crockett & Associates Donna Desmond Associates Hodges Lacey & Associates Integra Ellis Group J&G Industries Steward Title TKE Engineering Underground Solutions, Inc.	Experienced in right-of-way field Good local public agency experience Key personnel highly experienced Project manager experienced in transit and railroad Good approach to work	\$109.23
3	75	HDR Engineering, Inc. Irvine, California	Del Richardson & Associates, Inc. The Bernard Johnson Group, Inc. Kiley Company Riggs & Riggs, Inc. Coast Surveying, Inc. Simplex Const. Management, Inc. Lawyers Title Ins. Corporation	Sufficient experience in right-of-way functions Recent experience includes transit and railroads Well qualified project manager Other key personnel adequately qualified Approach to work well thought out Sound understanding of work requirements	\$126.77
5	71	California Property Specialists, Inc. Santa Ana, California	Wiggins Group, Inc. Lidgard & Associates R.P. Laurain & Associates Kiley Company Hennessey & Hennessey LLC Desmond, Marcello Amster Donna Desmond & Associates Leighton Consulting SCS Environmental West Coast Land Cleaning J & G Industries Reliable Board-Up Quality Services	Firm experienced in right-of-way acquisitions Familiar with Caltrans procedures Local agency work experience Proposed team is satisfactory Well rounded interview	\$115.25

<u>Evaluation Panel</u>	<u>Criteria</u>	<u>Weight Factor</u>
Contract Administration and Materials Management (1)	Qualifications of Firm	30%
Highway Project Delivery (2)	Staffing and Project Organization	30%
Project Controls (1)	Work Plan	20%
Transit Project Delivery (2)	Cost and Price	20%

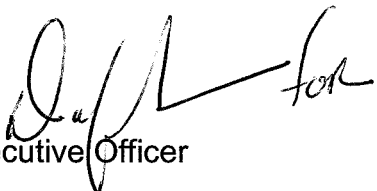
PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)								
RFP 9-0452 "On-Call Right-of Way Services for Transit and Highway Projects"								
FIRM: Overland, Pacific and Cutler, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.00	4.50	5.00	5.00	4.00	5.00	6	27.50
Staffing/Project Organization	4.00	4.50	5.00	4.50	4.50	4.50	6	27.00
Work Plan	4.00	4.50	4.50	4.50	4.50	4.50	4	17.67
Cost and Price	3.10	3.10	3.10	3.10	3.10	3.10	4	12.40
Overall Score	76.40	84.40	90.40	87.40	81.40	87.40		85
FIRM: Paragon Partners Ltd.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.50	4.00	4.50	4.00	4.00	4.00	6	25.00
Staffing/Project Organization	4.50	4.00	4.50	4.00	4.00	4.00	6	25.00
Work Plan	4.50	4.00	4.00	4.50	4.00	4.50	4	17.00
Cost and Price	3.60	3.60	3.60	3.60	3.60	3.60	4	14.40
Overall Score	86.40	78.40	84.40	80.40	78.40	80.40		81
FIRM: Epic Land Solutions, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	3.50	4.00	3.50	4.00	4.00	4.00	6	23.00
Staffing/Project Organization	3.50	4.00	4.00	4.00	4.00	4.00	6	23.50
Work Plan	3.50	3.50	4.00	3.50	3.50	3.50	4	14.33
Cost and Price	3.50	3.50	3.50	3.50	3.50	3.50	4	14.00
Overall Score	70.00	76.00	75.00	76.00	76.00	76.00		75
FIRM: HDR Engineering, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.00	4.00	4.00	3.50	4.00	4.00	6	23.50
Staffing/Project Organization	3.50	4.00	4.00	3.50	4.50	3.50	6	23.00
Work Plan	3.50	4.00	4.00	4.50	4.50	4.00	4	16.33
Cost and Price	3.00	3.00	3.00	3.00	3.00	3.00	4	12.00
Overall Score	71.00	76.00	76.00	72.00	81.00	73.00		75
FIRM: California Property Specialists, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	3.50	4.00	4.00	3.50	4.00	4.00	6	23.00
Staffing/Project Organization	3.00	3.50	4.00	3.50	3.00	3.00	6	20.00
Work Plan	4.50	3.50	3.00	4.00	3.50	3.50	4	14.67
Cost and Price	3.30	3.30	3.30	3.30	3.30	3.30	4	13.20
Overall Score	70.20	72.20	73.20	71.20	69.20	69.20		71
Range of scores for non shortlisted firms was 39 - 64								

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 9- 0452 "On-Call Right-of-Way Services for Transit and Highway Projects"

Prime Firm (Alphabetical)	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
California Property Specialists, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
Epic Land Solutions, Inc.	C-8-1184	ROW services for railroad grade crossing safety improvements	12/10/2008	11/30/2010	\$50,000
	C-8-1292	ROW services for railroad grade separations (No CTO issued)	12/22/2008	12/31/2010	\$0
	C-8-0666	ROW utility support services	4/14/2008	12/31/2009	\$49,392
	Sub Total				\$99,392
HDR Engineering, Inc.	C-8-1236	ROW support for Placentia property	10/22/2008	9/30/2009	\$5,000
	C-8-1185	ROW services for railroad grade crossing safety improvements (No CTO issued)	12/5/2008	11/30/2010	\$0
	C-8-1291	ROW services for railroad grade separations (No CTO issued)	1/23/2009	12/31/2010	\$0
	C-8-1088	Geographic Information System-related desktop application, website development, database development, maintenance, and administration	10/28/2008	7/31/2011	\$99,953
	Sub Total				\$104,953
Overland, Pacific and Cutler, Inc.	C-8-0822	ROW services for West County Connector project (No CTO issued)	10/23/2008	8/31/2010	\$0
	C-8-1096	ROW services for railroad grade separations	12/22/2008	12/31/2010	\$150,000
	C-8-0994	ROW services for railroad grade crossing safety improvements	11/21/2008	11/30/2010	\$1,135,849
	Sub Total				\$1,285,849
Paragon Partners Ltd.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0



November 16, 2009

To: Highways Committee 
From: Will Kempton, Chief Executive Officer
Subject: Costa Mesa Freeway (State Route 55) Continuous High-Occupancy Vehicle Lane Access

Overview

On July 6, 2009, the Highways Committee requested staff to identify means to extend the high-occupancy vehicle continuous access striping on the Costa Mesa Freeway (State Route 55) from its present terminus at the Santa Ana Freeway (Interstate 5) to the terminus of the existing high-occupancy lanes at the San Diego Freeway (Interstate 405) in Costa Mesa.

Recommendations

- A. Direct the Chief Executive Officer to negotiate and enter into a cooperative agreement with the California Department of Transportation to design and construct the extended high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- B. Approve the use of \$1.5 million in local Orange County Unified Transportation Trust funds to extend the high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- C. Amend the Orange County Transportation Authority's Fiscal Year 2009-10 Budget by \$475,000 with funding through the Orange County Unified Transportation Trust account.
- D. Direct staff to prepare an action plan to modify all remaining high-occupancy striping to continuous access within Orange County and begin preliminary work on accessing the remaining corridors.

Background

The completion of the Garden Grove Freeway (State Route 22) project marked the first application of continuous access striping for the high-occupancy

vehicle (HOV) lanes in Orange County. The new striping approach on State Route 22 was approved by the Federal Highway Administration (FHWA) as a demonstration project to assess the safety and operational characteristics of HOV continuous access striping in the corridor.

Subsequently, a six-mile section of the Costa Mesa Freeway (State Route 55) was re-striped by the California Department of Transportation (Caltrans) to allow HOV continuous access between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91). This project was also approved by the FHWA as a demonstration project. The one-year demonstration period for both the State Route 22 and State Route 55 projects has elapsed and the final report on the safety and operational characteristics of the new HOV striping is being prepared by Caltrans. The Orange County Transportation Authority (Authority) expects these reports to be supportive of the use of HOV continuous access striping in Orange County.

In addition, a public survey was recently done on the acceptance of HOV continuous access by Orange County drivers. The findings of this study were very favorable to the use and expansion of HOV continuous access striping within Orange County.

Discussion

On July 6, 2009, the Highways Committee requested staff to look for opportunities to extend the HOV continuous access striping on State Route 55 from Interstate 5 down to the terminus of the HOV lanes at the San Diego Freeway (Interstate 405).

Caltrans has developed an estimate of \$1.5 million to re-stripe the remaining section of State Route 55 HOV lanes. Caltrans also estimates that the environmental review and design of these striping changes will take 12 months and would be fully implemented in mid 2011.

Normally staff attempts to fund HOV projects with federal Congestion Management and Air Quality (CMAQ) funds. Currently, all CMAQ funds are committed to other projects. Therefore, to expedite the completion of the re-striping of the remaining section of HOV lanes on State Route 55, staff proposes using \$1.5 million of local Orange County Unified Transportation Trust (OCUTT) funds to complete the work. Staff also proposes entering into a cooperative agreement with Caltrans to prepare and construct the new HOV striping on the corridor. Board of Directors (Board) approval is requested for these actions.

A map of the existing HOV network in Orange County is shown in Attachment A. This map illustrates the extent of the existing HOV network. The map also shows two sections of the freeway that have fixed barriers between the HOV lanes and general purpose lanes. At these locations, the HOV striping cannot be changed to continuous access. These areas include a section of State Route 91 where the 91 Express Lanes are separated with permanent delineators, and a section of Interstate 5 where permanent concrete barriers and bridge columns separate the HOV lanes from the general purpose lanes.

The HOV network map also shows the existing sections of the freeways with HOV continuous access striping. This includes the entire State Route 22 corridor and a portion of the State Route 55 corridor.

The map displays other sections of the freeway that will be converted to HOV continuous access as part of existing or near-term construction project. The first segment shown is the proposed extension of the HOV continuous access striping on State Route 55. The second is an eight-mile section of the Orange Freeway (State Route 57) where a planned project to add a new northbound general purpose lane will modify the HOV striping. This project, expected to start in 2010, was designed to modify both the northbound and southbound HOV striping to continuous access. Also, a three-mile section of Interstate 5 in Buena Park will be completed in 2010 that includes two new HOV lanes. These new HOV lanes will be striped to provide a transitional section of continuous access HOV striping from the Los Angeles County line to the existing Interstate 5 HOV lanes at State Route 91.

Beyond the three near-term projects shown on the map, there are no other construction projects planned in the next five years that may incorporate a change in HOV striping. Any further changes to the HOV striping over this time would need to be advanced as stand-alone projects. Also, any future projects that may incorporate a change to the HOV striping would need to be done in a fashion that provides operating segments that are contiguous with other HOV continuous access segments to provide consistent HOV operations in a corridor.

To date, Caltrans has completed the preliminary engineering to convert the HOV striping on State Route 55, State Route 57, and State Route 91, as well as Interstate 405. No detailed assessment of continuous access along Interstate 5 has been completed. Based on the initial evaluation, the cost estimate is approximately \$220,000 per mile. To fully convert the portions of the system not covered by other projects would likely be a \$25 million project.

To implement continuous access for freeway segments not covered by other projects over a shorter period would require a stand-alone project. If directed by the Board, staff will prepare an action plan to change the remaining HOV lane striping to continuous access over a prescribed period of time.

The proposal for a stand-alone re-striping program will need to address a number of important issues, such as how to best coordinate the work with other planned freeway projects, how to take advantage of any pavement rehabilitation or re-striping projects being planned by Caltrans, how to sequence the work to provide contiguous HOV continuous access segments along a corridor, how to address restricted areas where full access cannot be provided, how to fund the re-striping work, and how long it will take to complete this work. The implementation plan will be prepared and presented to the Board within the next 120 days. In addition, staff will begin to work on accessing the conversion of the HOV striping on Interstate 5.

Fiscal Impact

This State Route 55 HOV re-striping project was not included in the Authority's Fiscal Year 2009-10 Budget and will require a budget amendment to provide \$475,000 in OCUTT funds.

Summary

Approval is requested to authorize \$1.5 million in OCUTT funding and a cooperative agreement with Caltrans to extend the HOV continuous access striping on State Route 55 from Interstate 5 down to the terminus of the lanes at Interstate 405.

Attachment

- A. HOV Continuous Access Map

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HOV Continuous Access Map

