

Date: Monday, February 11, 2008

Time: 9:00 a.m.

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



BOARD AGENDA

Orange County Transportation Authority Board Meeting
OCTA Headquarters
First Floor - Room 154, 600 South Main Street
Orange, California
Monday, February 11, 2008, at 9:00 a.m.

ACTIONS

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

Invocation

Director Green

Pledge of Allegiance

Director Amante

Agenda Descriptions

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

Public Comments on Agenda Items

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



BOARD AGENDA

ACTIONS

Special Matters

1. **Sacramento Advocate Presentation**
Maira Topp

Consent Calendar (Items 2 through 12)

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

Orange County Transportation Authority Consent Calendar Matters

2. **Approval of 2008 Committee Assignments**
Chairman Norby

Overview

A roster of Board of Directors' Committee assignments for 2008 is presented for Board consideration.

Committee Recommendation

- A. Approve the proposed 2008 roster of Board of Directors' Committee assignments as presented and incorporate the following changes:
 - o Director Moorlach will not be serving on the Transit Committee;
 - o Director Campbell will not be serving on the Legislative and Government Affairs and Public Communications Committee; and
 - o Director Cavecche will serve on the Executive Committee.
- B. The name of the former Legislative and Government Affairs and Public Communications Committee will be changed to the "Legislative and Communications Committee."

3. **Approval of Board Member Travel**

Approval is requested for Director Brown to travel to Washington, D.C., from March 8-12, 2008, to attend the 2008 American Public Transportation Association Legislative Conference.



BOARD AGENDA

ACTIONS

4. Approval of Minutes - Special Meeting

Of the Orange County Transportation Authority and affiliated agencies' special meeting of January 28, 2008.

5. Approval of Minutes - Regular Meeting

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of January 28, 2008.

6. Clerk of the Board's Response to State Triennial Performance Audit Recommendation

Wendy Knowles

Overview

State triennial performance audits of the Orange County Transportation Authority and the Orange County Transit District, as required by California Public Utilities Code §99246, were presented to the Board of Directors in July 2007. The audit included one recommendation for the Clerk of the Board's office.

Recommendation

Receive and file as an information item.

7. Transit Division Response to State Triennial Performance Audit Recommendation

Beth McCormick

Overview

State triennial performance audits of the Orange County Transportation Authority and the Orange County Transit District, as required by California Public Utilities Code §99246, were presented to the Board of Directors in July 2007. Six improvement recommendations were provided for the Transit Division. A report on the findings and management response is provided.

Recommendation

Receive and file as an information item.



BOARD AGENDA

ACTIONS

8. State Legislative Status Report
Manny Leon/P. Sue Zuhke

Overview

The Governor's 2008-2009 budget proposes significant cost reduction measures to eliminate the estimated \$14.5 billion structural deficit. The Governor also declared a "fiscal emergency," called the Legislature into a special session, and proposed several budget reform measures.

Recommendation

Continue to oppose any shift of transportation funding away from designated purposes to fulfill General Fund obligations.

9. Federal Legislative Status Report
Richard J. Bacigalupo

Overview

The federal legislative status report provides an analysis of H.R. 5102, Our Nation's Trade Infrastructure, Mobility and Efficiency Act introduced by Congressman Ken Calvert (R-CA) and Congressman Jesse Jackson Jr. (D-IL).

Recommendation

Continue to monitor the bill and seek to incorporate into the bill those concepts previously adopted by the Orange County Transportation Authority Board of Directors in Principles for a Container Fee Program and Goods Movement Policy.



BOARD AGENDA

ACTIONS

10. **Selection of a Consultant for Preparation of a Feasibility Study for Improvements to the Riverside Freeway (State Route 91)**

Alison Army/Kia Mortazavi

Overview

The Renewed Measure M Early Action Plan calls for preparation of conceptual engineering for a segment of the Riverside Freeway (State Route 91), between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57). Proposals and statements of qualifications for the preparation of a feasibility study were solicited in accordance with the Orange County Transportation Authority's procurement procedures for the retention of consultants to perform architectural and engineering work.

Recommendations

- A. Approve the selection of RMC, Inc., as the top ranked firm to prepare a feasibility study for improvements to the Riverside Freeway (State Route 91) between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57).
- B. Authorize staff to request a cost proposal from RMC, Inc., and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.

11. **Approval to Release Request for Proposals for Consultant Services for the Central County Corridor Major Investment Study and Approval of Funding Agreement with the Southern California Association of Governments**

Charlie Larwood/Kia Mortazavi

Overview

The Orange County Transportation Authority staff has developed a draft request for proposals to initiate a procurement process to provide consultant services for the Central County Corridor Major Investment Study. Additionally, the Southern California Association of Governments will contribute funding for the study effort.



BOARD AGENDA

ACTIONS

11. (Continued)

Recommendations

- A. Approve the proposed evaluation criteria and weights.
- B. Approve the release of Request for Proposals 8-1042 for consultant services for the Central County Corridor Major Investment Study.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. 8-0092 between the Orange County Transportation Authority and the Southern California Association of Governments, to receive an amount not to exceed \$200,000, for the Central County Corridor Major Investment Study.
- D. Amend the Orange County Transportation Authority Fiscal Year 2007-08 Budget to include \$200,000 from the Southern California Association of Governments.

12. Customer Information Center Update

Marlon Perry/Ellen S. Burton

Overview

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

Recommendation

Return to the Orange County Transportation Authority Board of Directors in six months with an update on Customer Information Center call volume and the status of the Alta Resources' contract.



BOARD AGENDA

ACTIONS

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

13. **Freeway Program Update**
Tom Bogard/Kia Mortazavi

Overview

The freeway program is the largest and most anticipated transportation improvement effort planned for Orange County. The planned improvements will increase the safety and capacity of 80 miles of freeways over the next 30 years, and represents an investment of \$6 billion. In year 2008, improvement to 45 miles of the freeway system will be underway. This report gives an overview of the activities planned in 2008 for the freeway program.

Recommendation

Receive and file as an information item.

Discussion Items

14. **Distribution of National Surface Transportation Policy and Revenue Study Commission Final Report**
Richard J. Bacigalupo

15. **Public Comments**

At this time, members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three (3) minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.



BOARD AGENDA

16. Chief Executive Officer's Report

17. Directors' Reports

18. Closed Session

None Scheduled

19. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m.** on **February 25, 2008**, at the OCTA Headquarters.

ACTIONS



Orange County Transportation Authority

Board of Directors' Meeting

Agenda

February 11, 2008

1. Governor Schwarzenegger's Proposed 2007-2008 State Budget
2. February 5th Election Outcomes
3. Sponsored Bills
4. Late Breaking Developments
5. Questions/Comments



BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Approval of 2008 Committee Assignments

Executive Committee meeting of February 4, 2008

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

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Approve the proposed 2008 roster of Board of Directors' Committee assignments as presented and incorporate the following changes:
- o Director Moorlach will not be serving on the Transit Committee;
 - o Director Campbell will not be serving on the Legislative and Government Affairs and Public Communications Committee; and
 - o Director Cavecche will serve on the Executive Committee.
- B. The name of the former Legislative and Government Affairs and Public Communications Committee will be changed to the "Legislative and Communications Committee."

(Please see attached revised listing of 2008 Committee Assignments.)

TRANSMITTAL ATTACHMENT

**REVISED 2008 OCTA
COMMITTEE ASSIGNMENTS**

Provided below are the recommended Committee assignments, including a number of interagency organizations to which individual Board Members have been assigned, as recommended at the February 4 Executive Committee meeting:

Executive Committee

Chris Norby, Chairman
Peter Buffa, Vice Chairman
Patricia Bates, Chair of the Legislative and Gov't Affairs Committee
Bill Campbell, Chair of the Finance and Administration Committee
**Carolyn Cavecche, Immediate Past Board Chair
(Will be added to this Committee)**
Curt Pringle, Chair of the Transportation 2020 Committee
Mark Rosen, Chair of the Highways Committee
Janet Nguyen, Chair of the Transit Committee

Highways Committee

Mark Rosen, Chair
Paul Glaab, Vice Chair
Jerry Amante
Patricia Bates
Carolyn Cavecche
Richard Dixon
Allan Mansoor
Chris Norby
Curt Pringle

Transit Committee

Janet Nguyen, Chair
Greg Winterbottom, Vice Chair
Art Brown
Richard Dixon
Cathy Green
**John Moorlach
(Requested to be removed from this Committee)**
Miguel Pulido

Transportation 2020 Committee

Curt Pringle, Chair
Bill Campbell, Vice Chair
Jerry Amante
Art Brown
Peter Buffa
Carolyn Cavecche
Richard Dixon

Finance and Administration

Bill Campbell, Chair
Jerry Amante, Vice Chair
Art Brown
Peter Buffa
Cathy Green
John Moorlach
Janet Nguyen

Legislative and Government Affairs and Public Communications Committee

(Suggested new committee name: Legislative and Communications Committee)

Patricia Bates, Chair
Carolyn Cavecche, Vice Chair
Peter Buffa
Bill Campbell

(Requested to be removed from this Committee)

Paul Glaab
Allan Mansoor
Mark Rosen

State Route 91 Advisory Committee*

Jerry Amante
Art Brown
Bill Campbell
Carolyn Cavecche
Curt Pringle

Riverside Orange Corridor Authority*

Bill Campbell
Carolyn Cavecche
Richard Dixon

*This Committee is comprised of representatives from both Orange and Riverside counties. The Chair and Vice Chair are selected by the Committee.

Orange County Council of Governments (OCCOG)

Art Brown, Member
TBD, Alternate

California Assn. of Councils of Government (CALCOG)

Art Brown, Member
Richard Dixon, Alternate

Southern California Regional Rail Authority (Metrolink)

Art Brown, Member
Richard Dixon, Member
Patricia Bates, Alternate

LOSSAN Corridor Agency

Art Brown, Member
Richard Dixon, Alternate

SCAG Regional Council

Art Brown, Member

SCAG - Transportation and Communications Committee

TBD, Member
TBD, Alternate

SCAG - Regional Transportation Agencies Coalition

TBD, Member
TBD, Alternate

South Coast AQMD Mobile Source Review Committee

Greg Winterbottom, Member
Miguel Pulido, Alternate

Task Force on Measure M Subsidy for Senior Citizens and Disabled

Greg Winterbottom, Member
Art Brown, Alternate

**ORIGINAL STAFF REPORT
SUBMITTED TO EXECUTIVE COMMITTEE**



February 4, 2008

To: Executive Committee
From: Chairman Chris Norby
Subject: Approval of 2008 Committee Assignments

Overview

A roster of Board of Directors' Committee assignments for 2008 is presented for Board consideration.

Recommendation

Approve the proposed 2008 roster of Board of Directors' Committee assignments.

Background

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

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

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

Discussion

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

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

Executive Committee

Chris Norby, Chairman
Peter Buffa, Vice Chairman
Patricia Bates, Chair of the Legislative and Gov't Affairs Committee
Bill Campbell, Chair of the Finance and Administration Committee
Curt Pringle, Chair of the Transportation 2020 Committee
Mark Rosen, Chair of the Highways Committee
Janet Nguyen, Chair of the Transit Committee

Highways Committee

Mark Rosen, Chair
Paul Glaab, Vice Chair
Jerry Amante
Patricia Bates
Carolyn Cavecche
Richard Dixon
Allan Mansoor
Chris Norby
Curt Pringle

Transit Committee

Janet Nguyen, Chair
Greg Winterbottom, Vice Chair
Art Brown
Richard Dixon
Cathy Green
John Moorlach
Miguel Pulido

Transportation 2020 Committee

Curt Pringle, Chair
Bill Campbell, Vice Chair
Jerry Amante
Art Brown
Peter Buffa
Carolyn Cavecche
Richard Dixon

Finance and Administration

Bill Campbell, Chair
Jerry Amante, Vice Chair
Art Brown
Peter Buffa
Cathy Green
John Moorlach
Janet Nguyen

Legislative and Government Affairs and Public Communications Committee

Patricia Bates, Chair
Carolyn Cavecche, Vice Chair
Peter Buffa
Bill Campbell
Paul Glaab
Allan Mansoor
Mark Rosen

State Route 91 Advisory Committee*

Jerry Amante
Art Brown
Bill Campbell
Carolyn Cavecche
Curt Pringle

Riverside Orange Corridor Authority*

Bill Campbell
Carolyn Cavecche
Richard Dixon

*This Committee is comprised of representatives from both Orange and Riverside counties. The Chair and Vice Chair are selected by the Committee.

Orange County Council of Governments (OCCOG)

Art Brown, Member
TBD, Alternate

California Assn. of Councils of Government (CALCOG)

Art Brown, Member
Richard Dixon, Alternate

Southern California Regional Rail Authority (Metrolink)

Art Brown, Member
Richard Dixon, Member
Patricia Bates, Alternate

LOSSAN Corridor Agency

Art Brown, Member
Richard Dixon, Alternate

SCAG Regional Council

Art Brown, Member

SCAG - Transportation and Communications Committee

TBD, Member
TBD, Alternate

SCAG - Regional Transportation Agencies Coalition

TBD, Member
TBD, Alternate

South Coast AQMD Mobile Source Review Committee

Greg Winterbottom, Member
Miguel Pulido, Alternate

Task Force on Measure M Subsidy for Senior Citizens and Disabled

Greg Winterbottom, Member
Art Brown, Alternate

Summary

A roster of committee assignments for 2008 is presented for Board approval.

Attachment

None

Prepared by:

Wendy Knowles

Wendy Knowles
Clerk of the Board
714/560-5676



OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

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

CONFERENCE/SEMINAR INFORMATION

Name: Arthur Brown **Job Title:** Board Member
Department: Executive Division **Destination:** Washington, DC
Program Name: 2008 American Public Transportation Association (APTA) Legislative Conference

Description/Justification: The 2008 APTA Legislative Conference provides an opportunity for attendees to participate in advocacy efforts and attend workshops on important legislative issues. OCTA Board Members will have the opportunity to meet with the Orange County Congressional Delegation to advocate for OCTA policies and projects.

COMMENTS

Other- Airport Parking; Ground Transportation
Meal Rate- \$64 - \$3= \$61 per day

Conference/Seminar Date: 3/9/08	Departure Date: 3/8/08	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Carry
Payment Due Date:	Return Date: 3/12/08	Course Hours:

ESTIMATED EXPENDITURES

Transportation	\$468.50
Meals	\$305.00
Lodging	\$956.00
Registration	\$595.00
Other	\$50.00
Total	\$2,374.50

APPROVALS

Please Initial:

AW

Finance*

1/29/08

Date

* Funds are available for this travel request.

Please Sign:

Clerk of the Board

Date

ACCOUNTING CODES

Org. Key: 1120	Object: 7655	Job Key: A0001	JL: EV9
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Ref #: January 2008	Board Date: February 11, 2008	T/A #: FY 07/08-255
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Minutes of the Special Meeting of the
Orange County Transportation Authority
Orange County Service Authority for Freeway Emergencies
Orange County Local Transportation Authority
Orange County Transit District
Board of Directors
January 28, 2008

Call to Order

The January 28, 2008, special meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Cavecche at 8:20 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

Roll Call

Directors Present: Chris Norby, Chairman
Peter Buffa, Vice Chair
Jerry Amante
Arthur C. Brown
Bill Campbell
Carolyn Cavecche
Richard Dixon
Paul Glaab
Cathy Green
Allan Mansoor
John Moorlach
Janet Nguyen
Curt Pringle
Miguel Pulido
Mark Rosen
Gregory T. Winterbottom

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

Directors Absent: Patricia Bates

Public Comments on Agenda Items

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

There were no comments offered by the public.

1. Closed Session

- A. Pursuant to Government Code Section 54957.6 to meet with Orange County Transportation Authority designated representative, Sherry Bolander, regarding upcoming collective bargaining agreement negotiations with the Transportation Communications International Union (TCU) representing the Facilities Technicians, Equipment Parts Clerks, Stock Room Clerks, Revenue Clerks, Senior Facility Technicians, Senior Revenue Clerks, and Facility Assistants.
- B. Pursuant to Government Code Section 54956.9(b)(1).

2. Adjournment

The meeting adjourned at 8:50 a.m. Chairman Norby announced that the next regularly scheduled meeting of this Board would follow at 9:00 a.m. this date, at the OCTA Headquarters.

ATTEST

Wendy Knowles
Clerk of the Board

Chris Norby
OCTA Chairman

Minutes of the Meeting of the
Orange County Transportation Authority
Orange County Service Authority for Freeway Emergencies
Orange County Local Transportation Authority
Orange County Transit District
Board of Directors
January 28, 2008

Call to Order

The January 28, 2008, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Norby at 9:00 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

Roll Call

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

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

Directors Absent: None

Invocation

Vice Chair Buffa gave the invocation.

Pledge of Allegiance

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

Public Comments on Agenda Items

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

General Counsel stated that there was no report out of the special meeting held just prior to this meeting.

Special Matters

1. Chairman of the Board's Goals for 2008

Chairman Norby provided opening comments and listed his goals for the upcoming year, and the following points were highlighted:

- √ Pursuing Orange County's fair share of federal and state funding;
- √ Increasing bus system marketing and communications efforts to teenagers;
- √ Exploring high-speed rail;
- √ Expanding Metrolink in Orange County, including working with Los Angeles and San Diego counties to better coordinate commuter-rail service;
- √ Continuing work on the Central County Corridor Study and pursuing potential options to extending the Orange Freeway (SR-57);
- √ Conducting a performance audit of the Garden Grove Freeway (SR-22);
- √ Working with neighboring counties and agencies to improve freeway and rail connections between counties;
- √ Enhancing transparency of internal operations with the public.

2. Presentation of Resolutions of Appreciation for Employees of the Month for January 2008

Chairman Norby presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-01, 2008-02, 2008-03 to Jane Snyder, Coach Operator; Vang Xiong, Maintenance; and Thomas Farrell, Administration, as Employees of the Month for January 2008.

Consent Calendar (Items 3 through 26)

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

Orange County Transportation Authority Consent Calendar Matters

3. Approval of Minutes

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of January 14, 2008.

4. Approval of Board Member Travel

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to approve travel for Chairman Norby and Directors Campbell, Cavecche, and Pringle to travel to Denver, Colorado, from March 6-7, 2008, to hold discussions regarding the Anaheim Regional Transportation Intermodal Center.

5. Approval of Resolutions of Appreciation for Employees of the Month for January 2008

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-01, 2008-02, and 2008-03 to Jane Snyder, Coach Operator, Vang Xiong, Maintenance, and Thomas Farrell, Administration, as Employees of the Month for January 2008.

6. Fiscal Year 2006-07 Annual Financial Reports

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to receive and file the fiscal year 2006-07 annual financial reports as information items.

7. Fiscal Year 2006-07 Management Letter

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to receive and file the fiscal year 2006-07 Management Letter.

8. Health Insurance Portability and Accountability Act Compliance Assessment Report

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to direct staff to implement the recommendations made in the Health Insurance Portability and Accountability Act Compliance Assessment Report.

9. Review of Agreement No. C-5-2585 with Carter & Burgess, Inc.

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to direct staff to implement the recommendations in the Review of Agreement No. C-5-2585 with Carter & Burgess, Inc., Internal Audit Report No. 07-026.

Director Nguyen abstained from voting on this item pursuant to Government code Section 84308.

10. Fiscal Year 2006-07 Annual Transportation Development Act Audits

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to receive and file the Transportation Development Act audit reports for fiscal year 2006-07.

11. State Legislative Status Report

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

12. Fiscal Year 2009 Transportation Appropriations Project List

Director Pringle pulled this item and stated that Director Glaab, Chief Executive Officer (CEO), Arthur T. Leahy, and he were in Washington, D.C., at the Conference of Mayors and met with Senator Feinstein. He stated that he believes there will be a heightened scrutiny regarding the number of projects submitted, and suggested that the modify Recommendation B related to the SR-91 project. Currently, the State Route 91 projects is stated as a connector from the HOV as well as connectors at the State Route 91 and State Route 55, though believes it is of value to discuss that project as a single project. The project is defined as connectors between State Route 55 and the 241 toll road, and that should be reflected in the recommendation.

12. (Continued)

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

- A. Review and approve the recommended list of transportation projects to be submitted for the fiscal year 2009 federal appropriations process.
- B. Establish the Riverside Freeway (State Route 91) congestion relief project (defined as improvements to the connectors on the SR-91 in Orange County between the State Route 55 and the State Route 241 toll road) and the San Diego (Interstate 405) widening and improvements as the top two fiscal year 2009 appropriation priorities for the Orange County Transportation Authority with Senator Feinstein's (D-CA) office.
- C. Support and work with the cities of Anaheim, Santa Ana, and Placentia to establish the Anaheim Regional Transportation Intermodal Center, Bristol Street widening, and North Orange County grade separations as the top fiscal year 2009 appropriations requests of these cities with Senator Feinstein's office.
- D. Continue to advocate for all Board of Directors approved appropriations projects with all members of the Orange County Congressional Delegation.

13. Federal Legislative Advocacy Services Objectives and Evaluation Criteria

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to approve the federal legislative advocacy and consulting services objectives and evaluation criteria to be added to the scope of work for the Orange County Transportation Authority contracts with Smith, Dawson, and Andrews and Potomac Partners.

14. Governor's Office of Emergency Services Grant Authorization for October 2007 Wildfires

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to adopt Resolution No. 2008-05 to authorize the Chief Executive Officer and Deputy Chief Executive Officer to file applications and execute agreements with the Governor's Office of Emergency Services for the purpose of obtaining federal and state financial assistance.

15. Project Update and Amendment to Agreements for the Garden Grove Freeway (State Route 22) Design-Build Project

Director Moorlach pulled this item and stated that he would like to bifurcate the recommendations and moved approval of Recommendation "A"; Vice Chairman Buffa provided a second to the motion. Motion passed unanimously to:

- A. Authorize the Chief Executive Officer to execute Amendment No. 5 to Cooperative Agreement No. C-4-0588 between the Orange County Transportation Authority and the Department of California Highway Patrol, in an amount not to exceed \$300,000, for additional traffic control services through March 2008.

Director Moorlach expressed that he had concerns with Recommendation B. A motion was made by Vice Chairman Buffa, seconded by Director Brown, and declared passed by those present, to:

- B. Authorize the Chief Executive Officer to execute Amendment No. 13 to Agreement No. C-1-0269 between the Orange County Transportation Authority and Parsons Transportation Group, Inc., in an amount not to exceed \$2,300,000, for additional project management support for the project through March 2011.

Joe Toolson, State Route 22 Project Manager, briefed the Board on the Parsons agreement and provided details of what the funds will provide for and what work still remains to be done.

Director Moorlach voted in opposition of Recommendation B.

16. San Diego Association of Governments Working Relationship with the California Department of Transportation

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

17. 2007 Transportation Enhancement Activities and Transportation Development Act Priority List of Projects

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

- A. Approve the recommended priority list of projects for the Transportation Enhancement Activities program and Transportation Development Act and authorize staff to forward this list to the California Department of Transportation for Board of Directors' approval.

17. (Continued)

- B. Authorize staff to amend the Regional Transportation Improvement Plan and the State Transportation Improvement Program and execute any necessary agreements, as required, to program and implement projects.

18. 2008 Regional Transportation Improvement Program and Financial Plan

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

- A. Approve the Orange County Regional Federal Transportation Improvement Program financial plan for fiscal year 2008-09 to fiscal year 2013-14.
- B. Direct staff to submit the above to the Southern California Association of Governments.
- C. Adopt Resolution No. 2008-06 of the Board of Directors of the Orange County Transportation Authority Fiscal Year 2008-09 – Fiscal Year 2013-14 Transportation Improvement Program.

19. 2008 Technical Steering Committee Membership

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to approve the proposed 2008 Technical Steering Committee membership roster.

20. Amendment to Master Plan of Arterial Highways

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

- A. Approve amendment of the Master Plan of Arterial Highways to reclassify Whittier Boulevard, east of Harbor Boulevard, and Palm and Puente Streets between Whittier Boulevard, and La Habra Avenue/Central Boulevard in the cities of Brea and La Habra from secondary (four-lane, undivided) arterials to collector (two-lane, undivided) arterials, subject to approval of a general plan amendment by the cities of Brea and La Habra.
- B. Authorize the Chief Executive Officer to negotiate and execute an agreement with the cities of Brea and La Habra for the implementation of the proposed intersection mitigations.

21. Vanpool Program Service Area Addition

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to amend the Orange County Transportation Authority Vanpool Program guidelines to include participation by vanpoolers traveling to the San Onofre power plant. Participation would be contingent on trips originating in or traveling through Orange County.

22. Fiscal Year 2008 Comprehensive Business Plan

Director Campbell pulled this item and requested a presentation in order to provide Members with an understanding as to the issues facing the Authority as a result of the financial forecast in the Comprehensive Business Plan (CBP).

Andy Oftelie, Manager, Finance, Administration and Human Resources, provided an overview of the CBP, the viability of OCTA's programs, implementation of bus rapid transit, and a potential fare increase in 2009.

Director Campbell noted for the Board that farebox recovery is noted in the CBP at 20.9 percent and that a statutory requirement of 20 percent exists. Therefore, an adjustment will be necessary to stay in compliance with state requirements.

Public comment was heard on this item by Roy Shahbazian, resident of Orange, who stated there is a need for variety of transportation modes in Orange County, and encouraged the Board to not discourage growth of the transportation system.

A motion was made by Director Campbell, seconded by Vice Chair Buffa, and declared passed by those present, to approve the proposed Fiscal Year 2008 Comprehensive Business Plan.

23. Agreement for Supplemental Information Technology Security Technical Staffing Services

Vice Chair Buffa pulled this item and noted a correction in the recommendation was needed to clarify that an agreement will not be executed with Pacific Crossing LLC, as they are no longer in business.

A motion was made by Vice Chair Buffa, seconded by Director Amante, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreements C-7-1113, C-7-1364, C-7-1365, and C-7-1366 between the Orange County Transportation Authority and Strativa, Inc., Segula Technologies, Inc., and Ciber Global Security Practice, in a combined amount not to exceed \$550,000, for supplemental information technology technical staffing services for a three-year term.

24. Fourth Quarter 2007 Debt and Investment Report

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

Orange County Transit District Calendar Matters

25. Amendment to Agreement for Radio Frequency Maintenance Services

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-6-0498 between the Orange County Transportation Authority and Advanced Electronics, in an amount not to exceed \$75,000, for radio frequency maintenance services, bringing the total contract value to \$150,000.

26. Request for Authorization to Issue an Invitation for Bids for Construction of Compressed Natural Gas Building Modifications at the Irvine Sand Canyon Bus Base

A motion was made by Director Dixon, seconded by Director Brown, and declared passed by those present, to authorize staff to issue an invitation for bids for construction of compressed natural gas building modifications at the Irvine Sand Canyon Bus Base.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

27. 2008 State Transportation Improvement Program

An overview of this program was provided by Jennifer Bergener, Manager of Capital Programs, who also distributed a revised Attachment B to the staff report.

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

- A. Approve the 2008 State Transportation Improvement Program as proposed.
- B. Direct staff to make all necessary amendments to the State Transportation Improvement Program and the Regional Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above action.

28. Renewed Measure M Tax-Exempt Commercial Paper Program Documents

Kirk Avila, Treasurer, provided a presentation on this commercial paper program and explained the process for executing the documents in February 2008.

In response to a question by Director Campbell, it was noted there would be a first draw-down in February of approximately \$25 million to fund expenditures over the next six to eight months, excluding the environmental portion.

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

- A. Adopt Resolution No. 2008-07 and approve the form of the required legal documents necessary for the Orange County Local Transportation Authority to proceed with a Tax-Exempt Commercial Paper Program and letter of credit.
- B. Approve the consortium of banks led by Dexia Credit Local and including Bank of America N.A., BNP Paribas, and J. P. Morgan Chase Bank National Association to provide letter of credit services for a period of three years, nine months.
- C. Approve Deutsche Bank Trust Company Americas to serve as issuing and paying agent and Deutsche Bank National Trust Company to serve as trustee for the Tax-Exempt Commercial Paper Program.
- D. Authorize the Chairman, Vice-Chairman, Chief Executive Officer, Executive Director of Finance, Administration, and Human Resources, and other appropriate officers of the Orange County Transportation Authority to sign all documents on behalf of the Orange County Local Transportation Authority.

29. Proposed Use of OCTA-Owned Rights-of-Way for Orangeline High-Speed Maglev Project

Michael Litschi, Section Manager of Long-Range Strategies, provided opening comments on this issue and the Regional Transportation Plan. Mr. Litschi introduced Kirk Cartozian, Chairman of the Orangeline Development Authority (OLDA) and Council Member for the City of Downey, who gave a presentation and overview of the Orangeline project. He urged the Board consider offering their support of this project.

29. (Continued)

Troy Edgar, Vice Chair of OLDA and Council Member for the City of Los Alamitos, further encouraged the Board to be involved as support for the Orangeline project and to consider an alternative recommendation to the staff report as it pertains to the potential use of OCTA's right-of-ways for this project.

Discussion ensued, and subsequently, a motion was made by Director Pulido, and seconded by Director Amante to approve Recommendations A, B, D, and E. This motion passed unanimously, to:

- A. Request that the Southern California Association of Governments remove the Orangeline High-Speed Maglev Project from the constrained 2008 Regional Transportation Plan.
- B. Request that the Southern California Association of Governments include the Orangeline High-Speed Maglev Project in the strategic plan of the 2008 Regional Transportation Plan.
- D. Inform the Orangeline Development Authority that the Pacific Electric Railroad and Metrolink rights-of-way will not be made available for use by the Orangeline High-Speed Maglev Project at this time.
- E. Consider use of the Pacific Electric Railroad right-of-way as part of the Go Local project being considered by the cities of Santa Ana and Garden Grove.

Further discussion followed, and Director Pulido stated projects for consideration should come to the Transit Committee for discussion. He further stated that opening the right-of-ways would be an important decision to address what is best for the County, what is best for the host cities, and weigh the merits of various projects as they are considered.

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

- C. Recommend that Orange County host cities and other local and regional jurisdictions work with the Orange County Transportation Authority to examine transit alternatives on the Pacific Electric Railroad right-of-way.

30. Comments on Draft 2008 Regional Transportation Plan

CEO, Arthur T. Leahy, provided opening comments, sharing discussions which took place while he was in Washington, D.C., last week with Directors Glaab and Pringle.

Director Dixon introduced Hassan Ikhata, the newly-appointed Executive Director at the Southern California Association of Governments. Mr. Ikhata provided comments regarding the tunnel project and indicated challenging meetings on this subject will be held over the upcoming weeks.

Alan Wapner, Chairman of the Southern California Association of Governments' Transportation and Communication Committee and Council Member for the City of Ontario, provided a presentation on the Draft 2008 Regional Transportation Plan (RTP), a multi-billion, multi-modal plan.

Director Bates stated that the staff report stated that language regarding the Compass Blueprint policy should be clarified or removed, and asked if this meant OCTA would suggest it would be acceptable only if voluntary. Mr. Leahy stated that is the sense of where the Board's intent is, and will have it reflect those changes.

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

- A. Review and approve comments on the draft 2008 Regional Transportation Plan and program environmental impact report.
- B. Direct staff to forward comments on the draft 2008 Regional Transportation Plan and program environmental impact report to the Southern California Association of Governments prior to the February 18, 2008, comment deadline.
- C. Clarify the language related to the Compass Blueprint policy should specify that it be voluntary only or removed in the final 2008 Final 2008 RTP.

Directors Cavecche and Nguyen were not present to vote on this item.

Discussion Items

31. Multi-County Goods Movement Action Plan Draft Executive Summary

CEO, Arthur T. Leahy, gave opening comments regarding the Multi-County Goods Movement Action Plan (MCGMAP) Executive Summary and introduced Barry Engelberg, Manager, Regional Initiatives. Mr. Engelberg provided background and an overview of this regional action plan related to goods movement.

31. (Continued)

Mr. Engelberg introduced Sam Morrissey, Associate in Charge, Wilbur Smith, who presented this draft MCGMAP Executive Summary.

Mr. Morrissey's presentation highlighted:

- √ A map of the study area in Orange County
- √ Implementation of principles
- √ Challenges faced and related funding
- √ Modal market segments
- √ Strategy and actions anticipated
- √ Potential future system
- √ Overview of Orange County's projects
- √ Next steps

A motion was made by Vice Chair Buffa, seconded by Director Glaab, and declared passed by those present, to receive and file this report as an information item.

Directors Bates, Cavecche, Nguyen, and Pulido were not present for this vote.

32. Fourth Quarter Review of Chief Executive Officer's Goals for 2007

CEO, Arthur T. Leahy, provided a review of his fourth quarter goals for 2007, Board actions on those goals, and highlighted accomplishments.

Mr. Leahy did state that the Comprehensive Business Plan was delayed from April to December due to efforts focused on the work associated with the Renewed Measure M Early Action Plan.

Mr. Leahy offered that there have been delays with the County-wide audit program, but is hopeful that will be complete in the first quarter of 2008.

33. Public Comments

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

No public comments were offered.

34. Chief Executive Officer's Report

CEO, Arthur T. Leahy, reported:

- √ A downgrade by the firm who currently issues OCTA sales tax revenue bonds and the SR-91 Express Lanes bonds took place, and Kirk Avila provided a brief update on this matter;
- √ A tour of the LOSSAN Corridor is planned for February 1 and encouraged those who may be interested in attending contact the Executive Office; and
- √ The Coastal Commission will meet at 9:00 a.m. on February 6 at the Del Mar Racetrack to discuss the issue of the 241 toll road extension, and Chairman Norby plans to attend.

35. Directors' Reports

Director Glaab provided comments regarding his trip to Washington, D.C., last week and stated that it was a very productive trip.

Director Moorlach noted that with property values declining, if staff would look at expanding the right-of-way properties. He further stated that he felt Mr. Wapner's comments earlier were not entirely correct and work is underway to research issues with properties.

Director Brown stated that as the appointee to the LOSSAN Rail Corridor Agency, he has been the Chairman for the past three years. He informed Members that a letter recently went out to the President and Chief Executive Officer for Amtrak related to the Starlight service in Oregon and urging them to reinstate that service.

Chairman Norby stated that he will be giving a staff seminar on Board presentations on January 30 at OCTA Headquarters; all interested from the Board were invited to attend.

36. Closed Session

A Closed Session was not conducted at this meeting; items agendized were covered at the Special Meeting held just prior to this meeting.

37. Adjournment

The meeting adjourned at 11:58 a.m. Chairman Norby announced that the next regularly scheduled meeting of this Board would be held at **9:00 a.m. on Monday, February 11, 2008**, at the OCTA Headquarters.

ATTEST

Wendy Knowles
Clerk of the Board

Chris Norby
OCTA Chairman



BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors
From: Wendy Knowles^{WK}, Clerk of the Board
Subject: Clerk of the Board's Response to State Triennial Performance Audit Recommendation

Executive Committee meeting of February 4, 2008

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

Committee Vote

This item was passed by all Committee Members present.
Vice Chairman Buffa was not present to vote on this item.

Committee Recommendation

Receive and file as an information item.



February 4, 2008

To: Executive Committee
From: Arthur T. Leahy, Chief Executive Officer
Subject: Clerk of the Board's Response to State Triennial Performance Audit Recommendation

Overview

State triennial performance audits of the Orange County Transportation Authority and the Orange County Transit District, as required by California Public Utilities Code §99246, were presented to the Board of Directors in July 2007. The audit included one recommendation for the Clerk of the Board's office.

Recommendation

Receive and file as an information item.

Background

The California Public Utilities Code requires that all transit operators and regional transportation planning entities (RTPE) have a triennial performance audit conducted of its activities.

The performance audit of the Orange County Transportation Authority (OCTA) as the RTPE for the County of Orange has been completed and presented to the Board of Directors (Board). The audit report was filed with the State of California Controller's Office as required by California Public Utilities Code §99246. At the July 23, 2007, Board meeting, staff was directed to review the audit recommendations with the appropriate committee overseeing the particular work areas. Specifically, recommendation 3 relates to the Clerk of the Board's office and responsibilities and is, therefore, being reviewed with the Executive Committee.

Discussion

Recommendation 3 in the audit stated that *"OCTA should consider assigning the administrative support of all committees that support OCTA-related activities of Board Members to the Clerk of the Board"*. The reason for the recommendation was not provided, nor was a listing of committees provided. The administrative support referenced would logically entail agenda compilation, staffing of meetings, minute-taking, and transcription for several non-Board-appointed/publicly-noticed committees which meet to discuss OCTA issues.

It should be noted that in March 2005, meetings were held with External Affairs and Development Divisions staff, and the Clerk of the Board to discuss administrative support for various ad hoc and ongoing community-based committees. At that time, it was the consensus of those involved that External Affairs staff who were already involved with the committees' issues and had developed strong working relationships with committee participants continue to provide the administrative support for those committees and their meetings.

In response to the 2007 audit recommendation, a meeting was held in December 2007 to discuss with the Chief Executive Officer the administrative support provided for official Board committees and non-Board-appointed committees.

As a result of that discussion, it was the consensus of those involved and the direction of the Chief Executive Officer that the current designation of responsibilities regarding support for committees remain unchanged. To clarify, administrative support for official Board committees would remain the responsibility of the Clerk of the Board's office, and the support for the community-based committees (non-Board committees) would remain under the purview of External Affairs and Development Divisions staffs, thus preserving the effective working relationships which already exist with staff and those who serve on the committees.

Summary

The state triennial performance audit included one recommendation which related to administrative support for official Board committees and non-Board-appointed committees. The consensus of those involved and the direction of the Chief Executive Officer is that the support for these committees and the current designation of responsibilities remain unchanged.

Attachment

None

Prepared by:



Wendy Knowles
Clerk of the Board
(714) 560-5676



BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors

From: ^{WK} Wendy Knowles, Clerk of the Board

Subject: Transit Division Response to State Triennial Performance Audit Recommendation

Transit Committee meeting of January 24, 2008

Present: Directors Brown, Green, Moorlach, Nguyen, Norby, Pulido, and Winterbottom

Absent: Director Dixon

Committee Vote

This item was passed by all Committee Members present.

Director Norby was not present to vote on this item.

Committee Recommendation

Receive and file as an information item.



January 24, 2008

To: Transit Committee
From: Arthur T. Leahy, Chief Executive Officer
Subject: Transit Division Response to State Triennial Performance Audit Recommendation

Overview

State triennial performance audits of the Orange County Transportation Authority and the Orange County Transit District, as required by California Public Utilities Code §99246, were presented to the Board of Directors in July 2007. Six improvement recommendations were provided for the Transit Division. A report on the findings and management response is provided.

Recommendation

Receive and file as an information item.

Background

The California Public Utilities Code requires that all transit operators and regional transportation planning entities (RTPE) have a triennial performance audit conducted of its activities.

The performance audit of the Orange County Transportation Authority (OCTA) as the RTPE for the County of Orange has been completed and presented to the Board of Directors (Board). The audit report was filed with the State of California Controller's Office as required by California Public Utilities Code §99246. At the July 23, 2007, Board Meeting, staff was directed to review the 38 recommendations with the appropriate committee overseeing the particular work areas. Specifically, recommendations 20, 21, 32, 36, 37, and 38 relate to activities undertaken by the Transit Division and therefore are being reviewed with the Transit Committee.

Discussion

In addition to a review of OCTA's compliance with Transportation Development Act requirements, the triennial performance audit also included a review of OCTA's functional areas. Based on this functional review, the report recommended the following:

Recommendation 20

The Budget Development Section in the Financial Planning and Analysis Department (FP&A) should work with the Maintenance Department (Maintenance) in the Transit Division to develop a financial model that projects the upcoming year's budget for tires, major parts, and fuel based on clear assumptions regarding the planned use of buses, by model, expected unit prices, and documented operating assumptions. The model should be documented to record the assumptions made, relationships between factors (for example, miles and tires), and should be updated each year as the information changes.

Management Response - *Will Fully Implement.*

Maintenance has some Excel models it uses to develop budgets for these items. Knowing this, assumptions made by Maintenance would help FP&A greatly in reviewing this particular department's budget.

Current Status

Completed. Within Maintenance, the Maintenance Resource Management section has developed a budget model to forecast fuel, lubricants and taxes, maintenance parts costs, and tire costs based on projected annual vehicle service miles provided by Service Planning and Customer Advocacy Department. The model forecasts all costs by bus series and summarizes costs by the individual maintenance sections. Maintenance Resource Management and FP&A staff will use this model to prepare the annual Maintenance budget for fiscal year 2008-09.

Recommendation 21

OCTA should formalize the fleet plan annually and consider including it as part of the Comprehensive Business Plan (CBP). The Service Review Committee should then review and approve the plan.

Management Response - *Will Fully Implement.*

Current Status

Underway. The Transit Division has developed a five-year planning document, the Five-Year Transit Strategic Plan. This plan will be reviewed and updated annually to reflect the assumptions made in the CBP, including the service and the fleet plan. As part of this process, the fleet plan will be reviewed by staff and the Service Review Committee. After annual update of the Five-Year Transit Strategic Plan, the fleet plan will be provided to FP&A to be included in the CBP. The CBP is adopted by the Board of Directors annually.

Recommendation 32

OCTA Human Resources and Bus Operations departments should develop a systematic approach to regular operator evaluations.

Management Response - *Will Be Implemented.*

Management agrees with this recommendation and will work to develop an operator evaluation program during the next triennial evaluation period.

Current Status

Underway. Staff in the OCTA Human Resources and Bus Operations departments are currently working on criteria to establish guidelines and forms for an annual coach operator evaluation. Staff plans to implement the coach operator evaluation program during fiscal year 2008-09.

Recommendation 36

OCTA should consider developing a procurement policy for Maintenance that specifies an approval process for procurements (1) above a specified dollar amount or (2) that result in a change in product that may materially affect performance.

Management Response - *Will Be Implemented.*

Current Status

Underway. Significant projects or operational services, budgeted annually, are typically routed through Maintenance for review and concurrence. Revenue vehicle acquisitions are based on a technical scope of work and are in support

of a fleet plan, including replacement and expansion. The technical scope of work for these acquisitions is a combined effort between the Maintenance Support Service Section and the vehicle user group.

Several months ago, a Configuration Management Committee was created to address significant changes to OCTA's fleet, sites, and infrastructures. The committee includes representatives from Maintenance, Bus Operations, Contracts Administration and Material Management (CAMM), Marketing, Customer Relations, Finance, Safety, Risk Management, and Information Systems and meets monthly to discuss the status of major maintenance projects and other items of mutual concern. A configuration management and control procedure has been drafted and is currently being processed for executive approval.

In addition, Maintenance and CAMM meet monthly to discuss the status of Maintenance procurement projects and other upcoming projects of significance. A listing of all projects discussed is maintained on a shared drive and is accessible to both Maintenance and CAMM. The meeting is also used to discuss items beyond "projects," such as roles and responsibilities, review of procedures, etc.

Recommendation 37

Maintenance should develop a practice of notifying CAMM prior to the beginning of each large-scale maintenance campaign that may have a significant impact on existing inventory items.

Management Response - *Has Already Been Addressed.*

Management has already implemented this recommendation. Monthly meetings are attended by CAMM and Maintenance staff at which time upcoming work, which requires coordination with CAMM, is identified and discussed.

Current Status

Completed. Monthly meetings continue to be conducted.

Recommendation 38

OCTA should develop updated service standards for fixed route services including developing unique standards for areas within the County where density and demographics may negatively impact ridership.

Management Response - Will Be Implemented.

The service standards for fixed route services will be updated as part of the Transit Division's work plan for fiscal year 2007-08.

Current Status

Underway. OCTA's current bus service performance measures and standards were adopted in 1994. Since then, OCTA has added over 600,000 annual revenue vehicle hours and 142 buses, and ridership has grown 65 percent to over 68 million boardings annually.

While the 1994 measures and standards acknowledge the different types of bus service operated by OCTA, staff believes it should be updated and tailored more closely to each category's design intent, rather than rely on a single, generic measure. For example, productivity expressed as average number of riders served in one hour of bus service is an excellent measure for local bus services making frequent stops. It is less insightful, however, as an indicator of performance for a high-speed, long distance express route where the service is designed to accommodate a smaller numbers of riders with relatively few origin and destination pairs, and traveling much farther than the average local bus patron. In the case of express bus service, average bus occupancy per trip provides better insight into performance.

In addition, continued growth in demand coupled with ongoing development in areas beyond the central core of the County have created challenges of serving new areas with limited resources. Demographic indicators that reflect the propensity to use transit will be proposed, along with a service deployment process that acknowledges the differences in transit demand by type and service area. For example, south Orange County's demographics and density do not match the demand profile for local bus service found in the central area of the County. However, south Orange County peak hour express service and flexible destination shuttles providing connections to the OCTA network may attract potential transit users to the system.

A revised list of measures is under development, along with standards that can be used to judge service performance as data is collected each month. In tandem, a process to address poor performance is being developed as well. The draft updated performance measures and service policies will be presented for review at various stakeholder forums such as the Citizens Advisory Committee and Special Needs in Transit Advisory Committee before being presented to the Board for consideration and adoption by the fourth quarter of fiscal year 2007-08.

Summary

The state triennial performance audit included six recommendations to strengthen OCTA's Transit Division. Management has begun to implement the recommendations and will continue to do so through the next triennial audit period.

Attachment

None.

Prepared and Approved by:



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



MEMO

February 6, 2008

To: Members of the Board of Directors
From: Wendy ^{WK} Knowles, Clerk of the Board
Subject: **Board Committee Transmittal for Agenda Item**

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

Thank you.



February 7, 2008

To: Legislative and Government Affairs/Public Communications Committee

From: Arthur T. Leahy, Chief Executive Officer

Subject: State Legislative Status Report

Overview

The Governor's 2008-2009 budget proposes significant cost reduction measures to eliminate the estimated \$14.5 billion structural deficit. The Governor also declared a "fiscal emergency," called the Legislature into a special session, and proposed several budget reform measures.

Recommendation

Continue to oppose any shift of transportation funding away from designated purposes to fulfill General Fund obligations.

Discussion

Governor Schwarzenegger released the proposed \$141 billion fiscal year (FY) 2008-2009 state budget on January 10, 2008. General Fund revenues are projected to be \$102.9 billion and General Fund expenditures are projected to be \$100.9 billion. Facing a budget shortfall estimated to be \$14.5 billion, the Governor used the authority granted under Proposition 58 (2004) to declare a fiscal emergency and called the Legislature into a special session. The Legislature now has 45 days (which commenced on a January 10) to submit legislation to the Governor with measures to address the current year deficit.

Transportation Component of the Governor's Budget

The Business, Transportation, and Housing Agency (BT&H) proposed budget totals an estimated \$19.8 billion for FY 2008-2009 from all funding sources. With respects to transportation, the proposed budget continues to use transportation dollars to cover General Fund expenditures per statutes enacted in the FY 2007-2008 budget. The major components of the BT&H proposed budget affecting the Orange County Transportation Authority (OCTA) are described below.

Proposition 42

The proposed budget fully funds Proposition 42 at \$1.485 billion and is distributed as follows:

- \$594.2 million to the State Transportation Improvement Program (STIP)
- \$297.1 million to the Public Transportation Account (PTA)
- \$594.2 million to local cities and counties

The proposed budget also provides an estimated \$83 million loan repayment, as required by Proposition 1A, to the Traffic Congestion Relief Program (TCRP). The annual funding for TCRP off the top of Proposition 42 revenues ended in FY 2007-2008. TCRP projects that remain unfunded will be funded through the Proposition 42 repayments as required by Proposition 1A.

Public Transportation Account (PTA)

The proposed budget allocates an estimated \$1.1 billion to the PTA, including distributions to the State Transit Assistance (STA) program as described below, for a variety of mass transportation purposes including transit operations, intercity rail, and high speed rail. This amount also includes \$350 million in Proposition 1B funds budgeted for transit capital projects. These bond dollars will be distributed based on the current STA allocation formulas.

State Transit Assistance (STA)

The Governor's budget proposes an estimated \$743 million, including a portion of the spillover, to be allocated to the STA program. STA is distributed by formula to regional transportation planning agencies (RTPA) where it is typically used for operations, but can also be used for capital investments.

Spillover and the Mass Transportation Fund (MTF)

For FY 2008-2009 spillover (a calculation of the difference between a portion of the state sales tax on all goods and the state sales tax on gasoline) revenue is estimated to be \$910 million. The proposed budget implements the spillover formula enacted in the FY 2007-2008 budget by diverting 50 percent of the total to the MTF. Funds deposited in the MTF cover debt service for transportation loans and past transportation bond debt service, including repayment of Proposition 42 funds. The remaining spillover funds are then allocated two-thirds to the STA and one-third to the PTA. For FY 2008-2009 the spillover is proposed to be distributed as follows:

- \$455 million to the MTF
- \$303 million to the STA
- \$152 million to the PTA

Additionally, the MTF is statutorily obligated to cover Department of Developmental Services regional center transportation expenditures. However, an additional \$141 million is currently allocated out of the PTA to cover regional center transportation on top of the \$455 million spillover diversion to cover MTF expenditures. One possible reason why MTF funds were not used to cover regional center transportation is because the MTF is solely funded with one-half of spillover funds which fluctuate on an annual basis. Furthermore, the MTF is statutorily required to first cover debt service payments. With limited funds, for FY 2008-2009, the MTF exclusively makes debt service payments on past transportation bonds leaving no excess of funds to cover additional General Fund obligations.

Intercity Rail/High-Speed Rail

The FY 2008-2009 budget proposes allocating an estimated \$106 million for intercity rail support and \$1.2 million to continue staff support for the California High-Speed Rail Authority. Currently there is no proposal to hold off on the ballot measure for the \$9.95 billion general obligation high-speed rail bond that is scheduled to appear on the November 2008 ballot. However, the budget did request that bond language be modified to ensure appropriate financing is available to begin construction of the project.

Infrastructure Bonds

The Governor's budget proposes to appropriate \$4.7 billion of the \$19.9 billion Proposition 1B infrastructure bond to continue the implementation of various transportation programs.

The table below provides a breakdown of the funding for each program:

Proposed Proposition 1B Appropriations FY 2008-2009	
Corridor Mobility Improvement Account (CMIA)	\$1.5 billion
California Ports Infrastructure, Security, and Air Quality Improvement Account	
Trade Corridors Improvement (TCIF)	\$500 million
Air Quality (Air Resources Board)	\$250 million
Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)	
Local Transit Capital Improvement	\$350 million
Intercity Rail	\$73 million
Transit System Safety, Security, and Disaster Response Account (TSSSDRA)	\$101 million
State Transportation Improvement Program	\$1.2 billion
State-Local Partnership	\$200 million
State Highway Operations and Protection Program (SHOPP)	\$216 million
Highway-Railroad Crossing Safety Account	\$65 million
Port and Maritime Security Account	
Port, Harbor, and Ferry Terminal Security	\$58 million
Highway 99	\$108 million
Local Bridge Seismic Retrofit	\$21 million
School Bus Retrofit	\$0.4 million

Proposition 1C

From Proposition 1C, \$95 million of the \$350 million for transit oriented development (TOD) is proposed to be allocated in FY 2008-2009. This amount is the same as the FY 2007-2008 allotment, leaving \$160 million available for future TOD developments. These funds will be distributed by the Department of Housing and Community Development.

Impact on Orange County

In the context of a difficult budget, the Governor's budget proposes cuts to transportation, though limited in nature. OCTA is estimated to receive \$43.7 million for transit operations from the STA (\$13 million), Proposition 42 (\$13.1 million), and spillover (\$17.6 million) as well as \$37.3 million in capital funding from the PTA (\$7.3 million) and the STIP (\$30 million). It is worth noting that the STIP is essentially entirely funded only by Proposition 42 and that these funds have already been included in the 2008 STIP revenue projections. Additionally, OCTA is estimated to receive \$20.6 million from the Proposition 1B PTMISEA allocation.

However, due to the aforementioned spillover diversion, OCTA will lose an estimated \$22.8 million in potential revenue that could have been used for transit operations and capital projects. Proposition 42 is fully funded with \$594.2 million allocated to local cities and counties. This translates into an estimated \$18.3 million allocated to the County of Orange. A breakdown of Proposition 42 allocations for Orange County cities is provided as Attachment A.

Budget Reform Proposals

Upon releasing the January Budget, the Governor reported that the state is spending an estimated \$600 million more per month than the state is taking in. In order to address these shortfalls, the Governor proposed a 10 percent across the board spending cut. In addition, the Governor proposed a constitutional amendment to reform the state budget process also known as the Budget Stabilization Act (Act).

Under the Act, a Revenue Stabilization Fund (RSF) will be established. Any excess revenues, defined as state tax revenues above a reasonable, long-term average rate of growth, brought in during a given year will be deposited into the RSF. In a year which the tax revenues are below average, and California is not able to meet its spending obligations, the difference will be transferred from the RSF into the General Fund.

In addition, under the Act, the Governor will have the ability to trigger automatic reductions in state spending when the Department of Finance projects a year-end budget deficit. Currently, the budget is locked in unless the Governor declares a fiscal state of emergency and calls a special session. When a budget deficit is predicted, state agencies will be required to reduce their spending by between two-five percent, depending on the deficit's projected size. In order to determine how agencies will accomplish this task, the Legislature will be required to enact a statute to detail the specifics as soon as the deficit is projected. If the Legislature does not, or if their reductions are insufficient, the Governor will be granted the authority to waive state law and regulations to achieve the needed spending reductions.

Other Issues

The Governor's proposed budget also proposes trailer bill language to postpone the monthly transfer of excise tax revenues from the Highway Users Tax Account to cities and counties for local streets and roads maintenance for the months of April through August of 2008 in order to meet the state's cash flow needs. Through the Orange County Bankruptcy Plan, OCTA receives gas tax funds that would normally be allocated to the County of Orange. As OCTA receives approximately \$2 million per month from this agreement, there will be a limited cash flow impact that can be covered from other sources. It is expected that the \$950 million in Proposition 1B funds from FY 2007-2008, as well as funding for local streets and roads under Proposition 42, will help most agencies cover for these funds until they are distributed.

In addition, the Governor maintained the appeal to increase the use of public-private partnership authority, also referred to as performance based infrastructure (PBI). Part of this recommendation is the creation of "PBI California," a center which will assist in determining which projects would benefit from the use of PBI. The budget also proposed the establishment of a Strategic Growth Council to promote economic, sustainable growth and development through coordination of Strategic Growth Plan spending and funding.

Summary

With the state facing a \$14.5 billion shortfall, the Governor declared a fiscal state of emergency and called for immediate budget reduction measures. Statutorily enacted diversions shifted approximately \$595 million in transit funds to cover General Fund obligations.

Attachments

- A. Governor's Fiscal Year 2008-2009 January Budget Proposal, Proposition 42 Allocations to Cities and Orange County
- B. Legislative Matrix

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**Governor's Fiscal Year 2008-2009 January Budget Proposal
Proposition 42 Allocations to Cities and Orange County**

City	Proposition 42 Share
Aliso Viejo	\$433,552
Anaheim	\$3,326,524
Brea	\$383,812
Buena Park	\$739,731
Costa Mesa	\$1,095,553
Cypress	\$474,437
Dana Point	\$355,664
Fountain Valley	\$555,849
Fullerton	\$1,322,375
Garden Grove	\$1,663,291
Huntington Beach	\$1,946,977
Irvine	\$1,945,331
Laguna Beach	\$241,926
Laguna Hills	\$321,441
Laguna Niguel	\$641,208
Laguna Woods	\$177,379
La Habra	\$601,498
Lake Forest	\$753,213
La Palma	\$155,585
Los Alamitos	\$116,924
Mission Viejo	\$948,055
Newport Beach	\$810,732
Orange	\$1,334,630
Placentia	\$496,703
Rancho Santa Margarita	\$478,615
San Clemente	\$648,572
San Juan Capistrano	\$350,908
Santa Ana	\$3,402,304
Seal Beach	\$249,925
Stanton	\$375,254
Tustin	\$698,332
Villa Park	\$60,176
Westminster	\$894,021
Yorba Linda	\$653,684
County of Orange	\$18,313,081
Total	\$46,967,262



Orange County Transportation Authority Legislative Matrix

2008 State Legislation Session
February 7, 2008

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
OCTA SPONSORED LEGISLATION			
AB 256 (Huff - R) State Highway Operation and Protection Programs	Relates to the state highway operation and protection program. Appropriates to the department, from funds in the State Highway Account the amount identified for traffic safety projects.	INTRODUCED: 02/05/2007 LAST AMEND: 04/25/2007 LOCATION: Assembly Appropriations Committee STATUS: 05/31/2007 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.	Sponsor SUPPORT: Associated General Contractors of California, Associated General Contractors of San Diego, Automobile Club of Southern California, California State Automobile Association
▶ AB 387 (Duvall - R) Design-Build: Transit Contracts	Amends law that authorizes transit operators to enter into design-build contract according to specified procedures. Provides that there would be no cost threshold for the acquisition and installation of technology applications or surveillance equipment designed to enhance safety, disaster preparedness, and homeland security efforts. Allows those projects to be awarded based on either the lowest responsible bidder or best value.	INTRODUCED: 02/15/2007 LAST AMEND: 01/07/2008 LOCATION: Assembly Second Reading File STATUS: 01/28/2008 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.	Sponsor SUPPORT: CH2M HILL OPPOSE: Associated Builders and Contractors of California, Western Electrical Contractors' Association

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
AB 1228 (Solorio – D) High-Speed Passenger Train Bond Act	Relates to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century. Provides that Anaheim is to be the Southern terminus of the initial segment of the high-speed train system. Provides for the Anaheim-Irvine segment, the bill would provide that no general obligation bond funds shall be available for construction, but that those funds shall be available only for eligible planning, environmental, and engineering costs.	INTRODUCED: 02/23/2007 LOCATION: Assembly Appropriations Committee STATUS: 05/31/2007 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.	Co-Sponsor SUPPORT: City of Anaheim (Co-Sponsor)
AB 1306 (Huff – R) Sales Tax on Gasoline	Reduces the portion of gasoline sales tax revenues that are deposited in the Public Transportation Account by eliminating what is commonly known as the spillover formula. Increase revenues from the sales tax on gasoline that are deposited in the General Fund. Requires those revenues to be transferred to the Transportation Investment Fund.	INTRODUCED: 02/23/2007 LOCATION: Assembly Transportation Committee STATUS: 04/23/2007 In ASSEMBLY Committee on TRANSPORTATION: Failed passage. 04/23/2007 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.	Sponsor SUPPORT: Howard Jarvis Taxpayers Association OPPOSE: California Public Interest Research Group
SB 442 (Ackerman – R) Public Contracts: Transit Projects: Design-Build	Amends existing law that authorizes transit operators to enter into design-build contracts. Specifies that such provisions apply only to transit projects, and that transit projects do not include highway construction or local streets and road projects. Specifies that projects include, but are not limited to, high-occupancy vehicle lane connecting the Garden Grove Freeway (State Route 22) to the San Diego (Interstate 405) and the San Gabriel (Interstate 605) freeways.	INTRODUCED: 02/21/2007 LAST AMEND: 04/09/2007 LOCATION: Senate Transportation and Housing Committee STATUS: 04/24/2007 In SENATE Committee on TRANSPORTATION AND HOUSING: Failed passage. 04/24/2007 In SENATE Committee on TRANSPORTATION AND HOUSING: Reconsideration granted.	Sponsor SUPPORT: California Chamber of Commerce, Associated General Contractors of California OPPOSE: Professional Engineers in California Government, American Federation of State, County, and Municipal Employees

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
BILLS WITH OFFICIAL POSITIONS			
<p>▶ AB 1457 (Huffman – D)</p> <p>Parks and Recreation: State Parks: Roads</p>	<p>Prohibits a state or local agency from making an improvement or extension to an existing road, that will physically encroach upon, traverse, bisect or impair the recreational value of a state park property. Authorizes an interested party to appeal a determination by the commission. Relates to costs for a road project.</p>	<p>INTRODUCED: 02/23/2007 LAST AMEND: 01/07/2008 LOCATION: Assembly Water, Parks and Wildlife Committee</p> <p>STATUS: 01/15/2008 In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Failed passage.</p>	<p>Oppose</p> <p>(partial listing)</p> <p>SUPPORT: California State Park Foundation (sponsor), California League of Conservation Voters, California Teachers Association, NRDC, Orange County Coastkeeper, Sierra Club California</p> <p>OPPOSE: Automobile Club of Southern California, California Chamber of Commerce, Foothill/Eastern Transportation Corridor Agency, Orange County Board of Supervisors, OCBC, OCTax, San Joaquin Hills Transportation Corridor Agency, SCAG</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SB 56 (Runner – R) Highway Construction Contracts</p>	<p>Declares the intent of the Legislation to authorize a demonstration program that would allow a careful examination of the benefits and challenges of using a design-build method of procurement for transportation projects. Authorizes certain state and local transportation entities to use a design-build process for contracting on transportation projects. Requires a transportation entity to implement a labor compliance program for design-build projects. Establishes a procedure for submitting bids.</p>	<p>INTRODUCED: 01/10/2007 LAST AMEND: 05/01/2007 LOCATION: Senate Appropriations Committee STATUS: 05/31/2007 In SENATE Committee on APPROPRIATIONS: Not heard.</p>	<p>Support (partial listing) SUPPORT: California Department of Transportation (sponsor), Automobile Club of Southern California, California Chamber of Commerce, California State Automobile Association, RCTC OPPOSE: American Federation of State, County, and Municipal Employees, Professional Engineers of California Government</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 375 (Steinberg – D)</p> <p>Transportation Planning: Travel Models: Reviews</p>	<p>Relates to guidelines for travel demand guidelines used in regional transportation plans, the requirement a regional transportation plan include a sustainable community strategy designed to achieve goals for the reduction of greenhouse gas emissions, an environmental document under the Environmental Quality Act that examines specific impacts of a transportation project located in a local jurisdiction that has amended its general plan and the legislative body finds the project meets specified criteria.</p>	<p>INTRODUCED: 02/21/2007 LAST AMEND: 01/28/2008 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 01/28/2008 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments. 01/28/2008 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</p>	<p>Oppose</p> <p>(partial list)</p> <p>SUPPORT: California League of Conservation Voters (co-sponsor), Natural Resources Defense Council (co-sponsor), American Lung Association of California</p> <p>OPPOSE: Orange County Business Council, California Building Industry Association, Department of Finance, Contra Costa Transportation Authority, California Chamber of Commerce, Transportation California</p>
<p>SB 872 (Ackerman – R)</p> <p>State-Local Partnership Program</p>	<p>Creates the State-Local Partnership Program and appropriates a specified amount per year for 5 years beginning in the 2010-11 fiscal year. Provides for allocation of state funds to eligible highway and mass transit guideway projects nominated by local agencies are to be funded with at least 50 percent of local funds derived from a locally imposed transportation sales tax. Specifies the process for applying for, receiving, and expending these funds.</p>	<p>INTRODUCED: 02/23/2007 LAST AMEND: 05/08/2007 LOCATION: Senate Appropriations Committee</p> <p>STATUS: 05/31/2007 In SENATE Committee on APPROPRIATIONS: Not heard.</p>	<p>Support</p> <p>SUPPORT: OCBC (sponsor), Orange County Board of Supervisors</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SB 974 (Lowenthal – D)</p> <p>Ports: Congestion Relief: Environmental Mitigation</p>	<p>Requires the Ports of Los Angeles and Long Beach to transmit a portion of the funds derived from imposition of a container cargo user fee to the San Pedro Bay Ports Congestion Relief Trust Fund and San Pedro Bay Ports Mitigation Relief Trust Funds. Requires the Port of Oakland to transmit a portion of the funds derived from imposition of the fee to the Port of Oakland Congestion Relief Trust Fund and a portion to the Port of Oakland Mitigation Relief Trust Fund. Authorizes related financing agreements.</p>	<p>INTRODUCED: 02/23/2007 LAST AMEND: 09/05/2007 LOCATION: Assembly Inactive File</p> <p>STATUS: 09/10/2007 In ASSEMBLY. To Inactive File.</p>	<p>Support with Amendments</p> <p>(partial list)</p> <p>SUPPORT: LACMTA, Mayor Curt Pringle, City of Anaheim, Port of Long Beach (support only if amended), SCAQMD, California Air Pollution Control Officers Association, California League of Conservation Voters, Gateway Council of Governments, Natural Resources Defense Council, San Gabriel Valley Council of Governments,</p> <p>OPPOSE: California Chamber of Commerce, California Railroad Industry, California Taxpayers' Association, National Association of Manufacturers, United States Chamber of Commerce, United Chambers of Commerce of the San Fernando Valley, Regional Legislative Alliance – Ventura/Santa Barbara Counties, Howard Jarvis Taxpayers' Association</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
BILLS BEING MONITORED			
AB 38 (Nava – D) Department of Emergency Services and Homeland Security	Deletes provisions of existing law that governs the Office of Homeland Security and the Office of Emergency Services and establishes the Department of Emergency Services and Homeland Security which would succeed to and be vested with the duties, powers, purposes, responsibilities of both of the former offices. Requires the Office of Emergency Services to develop and complete a guidance document to the state emergency plan with respect to agriculture-related disasters.	INTRODUCED: 12/04/2006 LAST AMEND: 05/01/2007 LOCATION: Senate Public Safety Committee STATUS: 07/10/2007 In SENATE Committee on PUBLIC SAFETY: Failed passage. 07/10/2007 In SENATE Committee on PUBLIC SAFETY: Reconsideration granted.	SUPPORT: Office of Emergency Services, Office of Homeland Security, California Emergency Services Association, CSAC, California State Sheriffs' Association, Little Hoover Commission, Metropolitan Transportation Commission, James Lee Witt Associates, Regional Council of Rural Counties
AB 109 (Nunez – D) Global Warming Solutions Act of 2006: Annual Report	Requires the Governor, Treasurer's office, the Public Employees' Retirement and the State Teachers' Retirement systems to annually report to the Legislature information relating to greenhouse gas emissions and green investments. Requires all land conservancies to report to the Legislature on past, current, and future activities to sequester greenhouse gas emissions. Requires an annual on the Global Warming Solutions Act. Includes the reduction of such gases in the Environmental Goals and Policy Project.	INTRODUCED: 01/05/2007 LAST AMEND: 07/18/2007 LOCATION: Senate Inactive Files STATUS: 09/04/2007 In SENATE. From third reading. To Inactive File.	SUPPORT: American Federation of State County and Municipal Employees, California Association of Professional Scientists, Moller International Inc., Silicon Valley Leadership Group
AB 169 (Levine – D) Joint Powers Authorities: Indian Tribes	Provides that 16 federally recognized Indian tribal governments may participate in the Southern California Association of Governments, a joint powers authority, for specified purposes and subject to specified conditions in the 6 - county region of the Southern California Association of Governments.	INTRODUCED: 01/23/2007 LOCATION: Senate Local Government Committee STATUS: 05/23/2007 To SENATE Committee on LOCAL GOVERNMENT.	SUPPORT: SCAG (Sponsor)

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 242 (Blakeslee – R)</p>	<p><i>LEGISLATION DELETED FROM MATRIX. BILL HAS NOW BEEN AMENDED TO PERTAIN TO HOUSING. PRIOR VERSION WAS RELATED TO VOLUNTARY GREENHOUSE GAS REDUCTION MEASURES.</i></p>		
<p>► AB 353 (Carter – D) Railroad-Highway Grade Separations</p>	<p>Authorizes the State Transportation Commission to allocate funds during any one fiscal year to any railroad-highway grade separation project that is ranked fifth or higher on the priority list established by the Public Utilities Commission.</p>	<p>INTRODUCED: 02/14/2007 LAST AMEND: 01/07/2008 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 01/24/2008 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File. 01/24/2008 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.</p>	<p>None Listed</p>
<p>► AB 660 (Galgiani – D) Railroad-Highway Grade Separations</p>	<p>Revises the highway-railroad grade separation program of the Department of Transportation to delete funding eligibility for a grade separation at a proposed new grade crossing or for removal or relocation of highways or railroad tracks to eliminate existing grade crossings. Provides a maximum allocation of 80% of project costs for all projects funded. Modifies the maximum total allocation provisions. Modifies the calculation of the amount of funds deducted from the apportionments of fuel tax revenues.</p>	<p>INTRODUCED: 02/21/2007 LAST AMEND: 01/24/2008 LOCATION: Assembly Third Reading File</p> <p>STATUS: 01/28/2008 In ASSEMBLY. Read second time. To third reading.</p>	<p>SUPPORT: American Federation of State, County, and Municipal Employees, CSAC (Support with amendments), City of Merced, Merced County, Southern California Contractor Association</p> <p>OPPOSE: Alameda Corridor East (unless amended)</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
AB 867 (Davis – D) Transportation Analysis Zones	Requires each metropolitan planning organization and each regional transportation planning agency, in developing the regional transportation plan, to factor the mobility of low-income and minority residents into its computer analysis of regional traffic analysis zones used to estimate travel behavior and traffic generation as part of the transportation demand model. Requires results of such analysis to be availed to the public and to be added as an addendum to the regional transportation plan.	INTRODUCED: 02/22/2007 LAST AMEND: 07/10/2007 LOCATION: Senate Appropriations Committee STATUS: 08/30/2007 In SENATE Committee on APPROPRIATIONS: Not heard.	SUPPORT: American Federation of State, County and Municipal Employees
AB 901 (Nunez – D) Transportation: Highway Safety Traffic Reduction	Relates to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 that requires funds from the proceeds of bonds under the act for allocation to public transit operators and transportation planning agencies. Requires the Department of Transportation and Transportation Commission to provide information regarding their needs. Imposes specified auditing requirements.	INTRODUCED: 02/22/2007 LAST AMEND: 07/05/2007 LOCATION: Senate Appropriations Committee STATUS: 07/10/2007 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS.	SUPPORT: California Transit Association, LACMTA, Long Beach Transit, Merced Transit, Inyo Mono Transit, Unitrans, Associated Students of the University of California, Davis, Shields for Families, Inc.
AB 995 (Nava – D) Trade Corridors	Relates to the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act. Provides that projects eligible for funding from the Trade Corridors Improvement Fund receive priority if they meet specified requirements. Requires the state Transportation Commission to coordinate with the state Air Resources Board for technical assistance in evaluating project applications.	INTRODUCED: 02/22/2007 LAST AMEND: 08/20/2007 LOCATION: Senate Third Reading File STATUS: 09/06/2007 Withdrawn from SENATE Committee on RULES. To third reading.	SUPPORT: American Federation of State, County and Municipal Employees, American Lung Association, Environmental Defense, Natural Resources Defense Council
AB 1161 (Tran – R) Eminent Domain	Requires the Department of Transportation, upon acquiring property through eminent domain, to designate the particular project for which the property is being acquired and would require the department to use the property for that purpose within a certain number of years, plus an extension if obtained, or to otherwise sell the property. Requires the property to be offered to the original owner, or his or her descendants, at the original purchase price. Repeals a provision relating to property taxation.	INTRODUCED: 02/23/2007 LAST AMEND: 05/01/2007 LOCATION: Assembly Appropriations Committee STATUS: 05/31/2007 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.	SUPPORT: California Alliance to Protect Property Rights, California Rural Legal Assistance Foundation

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>AB 1351 (Levine – D)</p> <p>Transportation: State-Local Partnerships</p>	<p>Amends the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006. States the intent of the Legislature to appropriate a specified amount of funds for the State-Local Partnership Program for funding transportation projects for a specified period. Defines local funds under the program relating to a local match as revenues from any locally imposed transportation related sales tax. Requires certain related reports.</p>	<p>INTRODUCED: 02/23/2007 LAST AMEND: 07/12/2007 LOCATION: Senate Appropriations Committee</p> <p>STATUS: 08/30/2007 In SENATE Committee on APPROPRIATIONS: Not heard.</p>	<p>SUPPORT: LACMTA, RCTC</p>
<p>AB 1358 (Leno – D)</p> <p>Planning: Circulation Element: Transportation</p>	<p>Requires the legislative body of a city or county, upon any revision of the circulation element of the general plan, to modify the circulation element to accommodate the safety and convenient travel of users of streets, roads, and highways, in a manner that is suitable to the rural, suburban, or urban context of the general plan. Requires the Office of Planning and Research to prepare of amend guidelines to provides for this accommodation using consideration of accommodation variation in transportation.</p>	<p>INTRODUCED: 02/23/2007 LAST AMEND: 07/18/2007 LOCATION: Senate Third Reading File</p> <p>STATUS: 09/10/2007 Withdrawn from SENATE Committee on APPROPRIATIONS. To third reading.</p>	<p>(partial list)</p> <p>SUPPORT: AARP, California League of Conservation Voters, City of Sacramento, City of Ventura, Sacramento Metropolitan Air Quality Management District, San Luis Obispo Council of Governments, Transportation and Land Use Coalition</p>
<p>► AB 1756 (Caballero – D)</p> <p>Infrastructure Development: Public-Private Partnership</p>	<p>Requires the Secretary of Business, Transportation and Housing to establish the Office of Local Public-Private Partnerships in the agency to inform local agencies and other interested stakeholders of the role that public-private partnerships can play in financing, constructing, or operating, or any combination thereof, fee-producing local infrastructure projects.</p>	<p>INTRODUCED: 01/07/2008 LOCATION: Assembly</p> <p>STATUS: 01/07/2008 INTRODUCED</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 1815 (Feuer – D)</p> <p>Transportation Infrastructure Funding Task Force</p>	<p>Creates the Transportation Infrastructure Funding Task Force. Requires the task force to hold at least 3 public hearings around the state and to report to the Legislature and Governor on alternatives to the current system of taxing road users through per-gallon fuel taxes.</p>	<p>INTRODUCED: 01/17/2008 LOCATION: Assembly</p> <p>STATUS: 01/17/2008 INTRODUCED</p>	<p>None Listed</p>
<p>ACA 1 (Dymally – D)</p> <p>Elections: Redistricting</p>	<p>Proposes an amendment to the Constitution to assign the responsibility for adjusting boundary lines of Senate, Assembly, congressional, and State Board of Equalization district to a specified commission. Requires the commission to hold public hearings to provide for public input and comment. Grants the Supreme Court jurisdiction over all challenges to a redistricting plan. Requires the Governor to include in the budget presented to the Legislature funds for the redistricting process.</p>	<p>INTRODUCED: 12/04/06 LAST AMEND: 06/20/2007 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 06/20/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</p>	<p>None Listed</p>
<p>ACA 2 (Walters – R)</p> <p>Eminent Domain</p>	<p>Proposes a Constitutional amendment that prohibits the taking or damaging of private property without the express written consent of the owner for purposes of economic development, increasing tax revenue, or private use, or when the same use will be maintained following the taking. Requires that, prior to commencement of eminent domain proceedings, the public use for which the property is to be taken is stated in writing. Defines public use. Permits a taking to eliminate an ongoing threat to public safety.</p>	<p>INTRODUCED: 12/04/2006 LAST AMEND: 07/05/2007 LOCATION: Assembly Judiciary Committee</p> <p>STATUS: 07/10/2007 In ASSEMBLY Committee on JUDICIARY: Failed passage. 07/10/2007 In ASSEMBLY Committee on JUDICIARY: Reconsideration granted.</p>	<p>SUPPORT: Chris Norby, Orange County Supervisor</p> <p>OPPOSE: California Redevelopment Association, California State Association of Counties, League of California Cities</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► ACA 3 (Gaines – R)</p> <p>Expenditure Limits</p>	<p>Proposes an amendment to the Constitution that would limit total state General Fund and special fund expenditures to an annual increase of no more than the increase in the cost of living multiplied by the percentage increase in state population. Allocates any revenues exceeding the expenditure limitation to the State School Fund and to a reserve fund, to rebates for personal income taxpayers, and to fund state and California State University employees' health and dental benefits.</p>	<p>INTRODUCED: 12/04/2006 LAST AMEND: 06/04/2007 LOCATION: Assembly Education Committee</p> <p>STATUS: 01/09/2008 In ASSEMBLY Committee on EDUCATION: Not heard.</p>	<p>SUPPORT: Howard Jarvis Taxpayers Association</p>
<p>ACA 4 (Villines – R)</p> <p>Reapportionment</p>	<p>Proposes an amendment to the Constitution to provide for the establishment of the Independent Citizens' Commission on Redistricting to be comprised of registered voters, who would adjust the boundary lines of the Senate, Assembly, congressional and State Board of Equalization districts as required by law. Requires the Secretary of State to implement a random selection process for members of the commission. Provides that certain records of the commission are public records.</p>	<p>INTRODUCED: 12/04/2006 LAST AMEND: 06/20/2007 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 06/20/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</p>	<p>None Listed</p>
<p>► ACA 10 (Feuer – D)</p> <p>Bond Indebtedness: Local Government: Transportation</p>	<p>Amends the State Constitution to create an additional exception to the 1% limit on ad valorem tax on real property for a county, or city to pay for bonded indebtedness, incurred to fund specified transportation infrastructure, that is approved by 55% of the voters of the county or city. Lowers to 55% the voter approval threshold.</p>	<p>INTRODUCED: 01/07/2008 LOCATION: Assembly</p> <p>STATUS: 01/07/2008 INTRODUCED</p>	<p>None Listed</p>
<p>► ACA 11 (Blakeslee – R)</p> <p>Budget Process: Strategic Reserve Bank</p>	<p>Proposes a Constitutional Amendment. Creates the Strategic Reserve Bank governed by a board of financial experts appointed by the Governor and legislative leaders to reduce the volatility of the General Fund by moderating swings in revenues and accommodating short-term changes in revenue growth. Creates the Strategic Budget Reserve Fund.</p>	<p>INTRODUCED: 01/08/2008 LOCATION: Assembly</p> <p>STATUS: 01/08/2008 INTRODUCED</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► ACA 12 (Plescia – R)</p> <p>State Mandated Local Programs</p>	<p>Proposes a constitutional amendment requiring the Legislative Analyst to determine and report to the Legislature whether the enacted bill is a balanced state budget; provides that if the Legislative Analyst reports that it is not a balanced state budget, the Legislature is required to pass and send the Governor a bill or bills to balance the state budget within 15 days and the Governor may reduce expenditures in the enacted budget bill as necessary to balance the state budget.</p>	<p>INTRODUCED: 01/15/2008 LOCATION: Assembly</p> <p>STATUS: 01/15/2008 INTRODUCED</p>	<p>None Listed</p>
<p>SB 19 (Lowenthal – D)</p> <p>Trade Corridor; Projects to Reduce Emissions: Goods</p>	<p>Relates to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Requires the Air Resources Board to implement the Goods Movement Emission Reduction Program and to adopt guidelines and funding criteria for the program. Creates eligibility requirements for funding pursuant to this program. Creates the Goods Movement Emission Reduction Fund to be funded with bond proceeds.</p>	<p>INTRODUCED: 12/04/2006 LAST AMEND: 07/17/2007 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 07/17/2007 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments. 07/17/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</p>	<p>SUPPORT: Moller International, Inc.</p>
<p>SB 47 (Perata – D)</p> <p>Transportation Bonds</p>	<p>States the intent of the Legislature to enact provisions governing project eligibility, matching fund requirements, and the application process relative to allocation of bond proceeds of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 to the State-Local Partnership Program.</p>	<p>INTRODUCED: 12/22/2006 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/18/2007 To SENATE Committee on RULES.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SB 61 (Runner – R) High-Occupancy Toll Lanes and Toll Roads	Authorizes the Department of Transportation to apply to the State Transportation Commission for the development and operation of a high-occupancy toll land or toll road project sponsored by the department. Deletes the 4-project limitation and the requirement for the Legislature to approve each project by statute.	INTRODUCED: 01/16/2007 LAST AMEND: 05/01/2007 LOCATION: Assembly Transportation Committee STATUS: 06/07/2007 To ASSEMBLY Committee on TRANSPORTATION.	SUPPORT: Department of Transportation (source), Association of Southern California Government, Department of Finance
► SB 286 (Dutton – R and Lowenthal – D) Transportation Enhancement Funds: Conservation Corps	Requires, with respect to federal funds made available to the state for transportation enhancement projects, transportation planning agencies, county transportation commissions or authorities, and congestion management agencies to adopt criteria that give priority in project selection to the sponsors of eligible projects that partner with, commit to employ the services of, a community conservation corps, or the state conservation corps to construct or undertake the project.	INTRODUCED: 02/15/2007 LAST AMEND: 01/17/2008 LOCATION: Assembly Appropriations Committee STATUS: 01/17/2008 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments. 01/17/2008 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SB 445 (Torlakson –D) Road User Task Force	Creates the Road User Task Force to hold public hearings around the state and to report on alternatives to the current system of taxing road users through per-gallon fuel taxes.	INTRODUCED: 02/21/2007 LAST AMEND: 06/04/2007 LOCATION: Assembly Transportation Committee STATUS: 07/02/2007 In ASSEMBLY Committee on TRANSPORTATION: Not heard.	 (partial listing) SUPPORT: California Association of Councils of Governments, California State Association of Counties, City of Costa Mesa, El Dorado Transportation Commission, League of California Cities, Merced County Association of Governments, Sacramento Transportation Authority, Sonoma County Transportation Authority
SB 716 (Perata – D) Transit Operators	Relates to appropriations to transportation agencies from the Public Transportation Modernization, Improvement, and Service Enhancement Account for transit capital projects pursuant to a specified formula. Specifies requirements for an eligible project sponsor to receive an allocation of funds appropriated from the account. Requires the Transportation Commission and the Controller to administer these provisions.	INTRODUCED: 02/23/2007 LAST AMEND: 07/11/2007 LOCATION: Assembly Appropriations Committee STATUS: 07/11/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	SUPPORT: AC Transit, American Federation of State, County, and Municipal Employees OPPOSE: LACMTA
SB 841 (Calderon – D) Vehicles: Mature Driver Improvement Course	Amends existing law that requires the Director of Motor Vehicles to establish standards and develop criteria for approval of initial and renewal mature driver improvement courses. Specifies that a course may be offered in an Internet format, if the course is educationally equivalent to the course provided in the classroom format. Authorizes the department to require such course provider to include technologies that reasonably verify the identity of the person taking the course.	INTRODUCED: 02/23/2007 LAST AMEND: 06/27/2007 LOCATION: Assembly Inactive File STATUS: 08/20/2007 In ASSEMBLY. To Inactive File.	SUPPORT: TrafficSchool.com (sponsor), Automobile Club of Southern California, California State Automobile Association

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SB 947 (Hollingsworth – R)</p> <p>Consultation: Transportation Facilities</p>	<p>Requires notice of at least one scoping meeting to be provided to transportation planning agencies or public agencies required to be consulted concerning a project proposed by a lead agency which requires an environmental impact report under the California Environmental Quality Act. Requires the project's effect on overpasses, on-ramps, and off-ramps to be included in that consultation.</p>	<p>INTRODUCED: 02/23/2007 LAST AMEND: 04/30/2007 LOCATION: Assembly Natural Resources Committee</p> <p>STATUS: 05/24/2007 To ASSEMBLY Committees on NATURAL RESOURCES and TRANSPORTATION.</p>	<p>SUPPORT: Cities of El Cajon, Murrieta, Poway, Temecula, and Victorville, Lakeside Chamber of Commerce, San Diego Regional Chamber of Commerce, San Diego Mayor Jerry Sanders</p> <p>OPPOSE: California Chapter of the American Planning Association, Sierra Club California</p>
<p>SCA 1 (McClintock – R)</p> <p>Eminent Domain: Condemnation Proceedings</p>	<p>Proposes an amendment to the Constitution to provide that private property may be taken or damaged only for a stated public purpose and not without the consent of the owner for purposes of economic development, increasing tax revenue, or any other private use, nor for maintaining the present use by a different owner. Provides that if the property ceases to be used for the public use, the former owner would have right to require the property at its fair market value. Provides reevaluation procedures.</p>	<p>INTRODUCED: 12/04/2006 LAST AMEND: 02/05/2007 LOCATION: Senate Judiciary Committee</p> <p>STATUS: 02/05/2007 From SENATE Committee on JUDICIARY with author's amendments. 02/05/2007 In SENATE. Read second time and amended. Re-referred to Committee on JUDICIARY.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SCA 5 (McClintock – R)</p> <p>State and Local Government Finance: Taxes</p>	<p>Proposes an amendment to the Constitution to establish a constitutional definition of a tax as any monetary exaction imposed by a governmental entity. Recasts the definition of a special tax. Conditions the imposition by the state or local government of a new tax, or a change in a tax, that increases the amount of any tax levied upon the approval of 2/3 membership of the governing body and voter approval. Prohibits new tax without voter approval. Provides exceptions.</p>	<p>INTRODUCED: 01/30/2007 LAST AMEND: 03/21/2007 LOCATION: Senate Revenue and Taxation Committee</p> <p>STATUS: 04/25/2007 In SENATE Committee on REVENUE AND TAXATION: Heard, remains in Committee.</p>	<p>SUPPORT: Howard Jarvis Taxpayers' Association, California Chamber of Commerce, Council for Citizens Against Government Waste, Mid Valley Chamber of Commerce, Milpitas Chamber of Commerce, Printing Industries of California</p> <p>OPPOSE: California Tax Reform Association, East Bay Municipal Utilities District</p>
<p>► SCA 14 (Denham – R)</p> <p>Governor: State Budget</p>	<p>Proposes a Constitutional amendment. Requires the budget submitted by the Governor to be a balanced budget, pursuant to a determination to be made by the Legislative Analyst. Provides that if, by January 10, the Governor fails to submit a balanced budget, as determined by the Legislative Analyst, the Governor shall forfeit any salary from January 11 until the date a balanced budget is submitted.</p>	<p>INTRODUCED: 01/09/2008 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/17/2008 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SCA 15 (Denham – R)</p> <p>Legislature: Sessions: State Budget</p>	<p>Proposes an amendment to the State Constitution. Requires, if the Legislature fails to pass the Budget Bill by June 15 of any year, that each house of the Legislature meet in session 24 hours a day, and not recess or adjourn, until the Budget Bill is passed and presented to the Governor.</p>	<p>INTRODUCED: 01/09/2008 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/17/2008 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.</p>	<p>None Listed</p>
<p>► SCA 16 (Denham – R)</p> <p>Legislature: Compensation</p>	<p>Proposes an amendment to the State Constitution. Provides that, if a Budget Bill is not passed by June 15, Members of the Legislature may not be paid any salary from June 16 to the date a Budget Bill is passed and sent to the Governor. Provides that once a Budget Bill is passed and sent to the Governor, a Member of the Legislature may not be paid any salary due for that period of time.</p>	<p>INTRODUCED: 01/09/2008 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/17/2008 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.</p>	<p>None Listed</p>
<p>► SCR 68 (Denham – R)</p> <p>Budget Bill Conference Committee</p>	<p>Adds a provision to the Joint Rules of the Senate and Assembly for the 2007-08 Regular Session to require that any conference committee on the Budget Bill be comprised of 10 members. Requires the Senate Committee on Rules and the Speaker of the Assembly to appoint 3 members each and the minority party caucuses in each house to appoint 2 members each.</p>	<p>INTRODUCED: 01/09/2008 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/09/2008 INTRODUCED. 01/09/2008 To SENATE Committee on RULES.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SCR 69 (Denham – R)</p> <p>Budget Bill Votes</p>	<p>Adds a provision to the Joint Rules of the Senate and Assembly for the 2007-08 Regular Session to require that a vote by a committee or subcommittee in either house of the Legislature to take action on the Budget Bill, or a vote by a conference committee to take action on the Budget Bill, be a 2/3 vote.</p>	<p>INTRODUCED: 01/09/2008 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/09/2008 INTRODUCED. 01/09/2008 To SENATE Committee on RULES.</p>	<p>None Listed</p>



MEMO

February 6, 2008

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: **Board Committee Transmittal for Agenda Item**

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

Thank you.



February 7, 2008

To: Legislative and Government Affairs /Public Communications Committee

From: Arthur T. Leahy, Chief Executive Officer

Subject: Federal Legislative Status Report

Overview

The federal legislative status report provides an analysis of H.R. 5102, Our Nation's Trade Infrastructure, Mobility and Efficiency Act introduced by Congressman Ken Calvert (R-CA) and Congressman Jesse Jackson Jr. (D-IL).

Recommendation

Continue to monitor the bill and seek to incorporate into the bill those concepts previously adopted by the Orange County Transportation Authority Board of Directors in Principles for a Container Fee Program and Goods Movement Policy.

Background

On January 23, 2008, Congressman Ken Calvert (R-CA) and Congressman Jesse Jackson Jr. (D-IL) introduced H.R. 5102, Our Nation's Trade Infrastructure, Mobility and Efficiency Act (ON TIME Act). The purposes of the ON TIME Act are to address major transportation investment needs in trade corridors, reduce freight congestion and provide congestion mitigation along surface transportation routes in trade corridors, and develop trade corridors for a more reliable freight transportation system. A copy of the ON TIME Act is provided as Attachment A.

The ON TIME Act creates an import and export freight fee of .075 percent of the value of shipped goods, up to a maximum of \$500, as those goods move into and out of all major points of entry into the United States. The fee would be paid by the shipper of the goods moving through the point of entry, using an existing line item on current customs forms. After an administration fee of no more than 2 percent, all of the fees collected would be invested in specific and prioritized transportation improvement projects. The funds collected would be

deposited into a separate treasury account called the National Trade Gateway Corridor Fund. The ON TIME Act further requires that the revenues collected from each of the more than 300 points of entry across the United States, including ports, airports, and border crossings, must be spent for transportation projects in the respective targeted transportation corridors. Projects eligible to receive funding include, but are not limited to, freeway expansion, grade separations, dedicated truck lanes, and publicly-owned intermodal freight transfer facilities.

Under the ON TIME Act, the Department of Transportation in consultation with the Department of Commerce, would establish a transportation trade corridor for each point of entry. Each trade corridor would include routes up to 300 miles from points of entry. The Secretary of Transportation would be able to establish a single transportation trade corridor for multiple points of entry located in close proximity to one another.

Each state's transportation agency would be required to consult with local governments, transportation agencies, and freight stakeholders to rate, prioritize, and select which goods movement projects within a transportation trade corridor receive funding. Funds would be distributed to projects in the trade corridors through grants to the states on an 80/20 matching basis, with 80 percent of the funds coming from the revenue generated by the ON TIME Act and 20 percent coming from other sources, such as state and local transportation funds.

Discussion

The ON TIME Act would appear to meet some, but not all, of the Principles for a Container Fee Program adopted by the Orange County Transportation Authority Board of Directors (Board) on July 23, 2007, (Attachment B) and partly addresses the policy goals of the Board-adopted Goods Movement Policy (Attachment C).

The ON TIME Act is most in agreement with the container fee principles and goods movement policy in its provisions which discuss the need for a national response with separately dedicated funds, continuously appropriated for capacity improvement and transportation mitigation projects within the corridor where the funds are collected. The bill also provides funds for impacted corridors beyond the specific point of entry.

The ON TIME Act sets a specific timeline for fee collection, which would terminate in 2017. The Board policy would call for a sunset of any fee once specific project outcomes are achieved. A set timeline for revenue collection as short as nine years likely would not provide enough time or revenue to pay for the numerous large capital projects which would be needed. Grade

separation projects can easily cost in excess of \$50 million each, and capital project bonding is usually for longer than ten years.

The ON TIME Act is also less in agreement with container fee principles and goods movement policy in its provisions which discuss the distribution of funding through the states for unspecified projects developed pursuant to the Department of Transportation guidelines instead of for specific locally determined projects. The ON TIME Act provision for multiple points of entry within a single transportation trade corridor could also dilute funding for major transportation projects by providing funding for additional transportation projects in and around airports. Moreover, the On TIME Act's focus on a value based fee is not in agreement with either the goods movement policy or container fee principles. Under the Act, small packages of large value, creating relatively less environmental and congestion impacts, could generate higher fees than large containers of less value, which could cause more congestion and environmental impacts.

The next step for the bill will be its referral to one or more committees of jurisdiction, where it will await possible hearings and consideration. The bill could also be incorporated as part of a surface transportation authorization bill or other legislation at a later time.

Summary

The ON TIME Act has been introduced in the House and would establish a fee on the value of imported and exported articles, using the amounts collected for transportation projects in designated transportation trade corridors.

Attachments

- A. 110th Congress, 2d Session, H.R. 5102
- B. Principles For A Container Fee Program Adopted by the Board of Directors on July 23, 2007
- C. Goods Movement Policy

Prepared by:



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HR 5102 IH

110th CONGRESS

2d Session

H. R. 5102

To direct the Secretary of Transportation to establish and collect a fee based on the fair market value of articles imported into the United States and articles exported from the United States in commerce and to use amounts collected from the fee to make grants to carry out certain transportation projects in the transportation trade corridors for which the fee is collected, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

January 23, 2008

Mr. CALVERT (for himself and Mr. JACKSON of Illinois) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure, and in addition to the Committees on Ways and Means and Foreign Affairs, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To direct the Secretary of Transportation to establish and collect a fee based on the fair market value of articles imported into the United States and articles exported from the United States in commerce and to use amounts collected from the fee to make grants to carry out certain transportation projects in the transportation trade corridors for which the fee is collected, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the 'Our Nation's Trade, Infrastructure, Mobility, and Efficiency Act of 2007' or the 'ON TIME Act of 2007'.

SEC. 2. FINDINGS AND PURPOSES.

(a) Findings- Congress finds the following:

(1) The growth in international trade, particularly containerized trade, is placing pressure on the nation's transportation network and influences traffic congestion in the areas surrounding the major United States-international gateways.

(2) From 2000 to 2005, the value of international trade rose from approximately \$2,000,000,000,000 to \$2,600,000,000,000, while the number of containerized trade shipments rose over the same period from approximately 59,000,000 20-foot equivalent units to 81,000,000 20-foot equivalent units.

(3) Existing trade agreements, in addition to potential future agreements, foreshadow an even greater increase in international trade and further increases of freight shipments congestion.

(4) In addition to being a member of the World Trade Organization, the United States has agreed to 11 free trade agreements and is in various stages of negotiation with 4 different countries and multi-lateral organizations with regards to other potential free trade agreements.

(5) Traffic congestion continues to worsen in United States cities of all sizes, causing Americans to waste 4,200,000,000 hours in traffic and to purchase an extra 2,900,000,000 gallons of fuel for a congestion cost of \$78,000,000,000 per year.

(6) More than 200 freight bottlenecks are costing the goods movement industry \$8,000,000,000 in economic losses annually and 243,000,000 hours of delay and lost productivity each year.

(7) To simply maintain the current conditions and traffic levels of service of our transportation system, all levels of government must have invested \$235,000,000,000 in 2006 and must invest \$304,000,000,000 in 2015 and \$472,000,000,000 in 2030.

(8) To improve the current conditions and traffic levels of service of our transportation system to a level that benefits the Nation's economic productivity, all levels of government must have invested \$288,000,000,000 in 2006 and must invest \$368,000,000,000 in 2015 and \$561,000,000,000 in 2030.

(b) Purposes- The purposes of this Act are to--

(1) address major transportation investment needs in national trade gateway corridors;

(2) reduce freight congestion along current and future trade corridors and provide congestion mitigation along surface transportation routes that are or will be congested as a result of current or future growth in international trade; and

(3) develop corridors that will increase freight transportation system reliability and enhance the quality of life for United States citizens.

SEC. 3. ESTABLISHMENT AND COLLECTION OF NATIONAL TRADE GATEWAY CORRIDOR FEE.

(a) Import Fee-

(1) ESTABLISHMENT- Not later than 180 days after the date of enactment of this Act, the Secretary of Transportation shall issue regulations that establish a national trade gateway corridor fee on each article that is imported into the United States in commerce.

(2) AMOUNT-

(A) IN GENERAL- The amount of the fee on each article that is imported into the United States in commerce shall be equal to .075 percent of the value of the article that is subject to the fee or \$500, whichever is less.

(B) VALUE DEFINED- For purposes of subparagraph (A), the term 'value' has the meaning given the term in section 402 of the Tariff Act of 1930 (19 U.S.C. 1401a).

(3) COLLECTION- The Secretary of Transportation, in consultation with the Secretary of Homeland Security, shall assess and collect the fee for carrying out eligible projects in the transportation trade corridors for the Customs port of unloading of the article that is imported into the United States in commerce.

(4) DEPOSIT- Amounts received by the United States in the form of the fee shall be deposited in the account established by subsection (c).

(5) TERMINATION OF FEE- The fee established under this subsection shall not apply after the expiration of fiscal year 2017.

(b) Export Fee-

(1) ESTABLISHMENT- The Secretary of Transportation, in consultation with the Secretary of Homeland Security and the Secretary of Commerce, shall issue regulations that establish a national trade

gateway corridor fee on each article that exported from the United States in commerce.

(2) AMOUNT-

(A) IN GENERAL- The amount of the fee on each article that is exported from the United States in commerce shall be equal to .075 percent of the value of the article that is subject to the fee or \$500, whichever is less.

(B) VALUE DEFINED- For purposes of subparagraph (A), the term 'value' has the meaning given the term in section 30.7(q) of title 15, Code of Federal Regulations.

(3) COLLECTION- The Secretary of Transportation, in consultation with the Secretary of Homeland Security and the Secretary of Commerce, shall assess and collect the fee for carrying out eligible projects in the transportation trade corridors for the Customs port of loading of the article that is exported from the United States in commerce.

(4) DEPOSIT- Amounts received by the United States in the form of the fee shall be deposited in the account established by subsection (c).

(5) TERMINATION OF FEE- The fee established under this subsection shall not apply after the expiration of fiscal year 2017.

(c) Account-

(1) ESTABLISHMENT- There is established in the Treasury a separate account for the deposit of fees under this section, which shall be known as the 'National Trade Gateway Corridor Fund'.

(2) CONTENTS- The account shall consist of amounts deposited into the account under subsections (a) and (b).

(3) USE- Amounts in the account shall be available to the Secretary of Transportation, as provided in appropriations Acts enacted after the date of the enactment of this Act, for making expenditures before October 1, 2018, to meet the obligations of the United States to carry out this Act.

SEC. 4. APPORTIONMENT OF FUNDS.

(a) Administrative Expenses- The Secretary of Transportation shall set aside 2 percent of the amount authorized to be appropriated, from the National Trade Gateway Corridor Fund established by section 3(c), to carry out this Act for each fiscal year to pay the cost of collecting fees on imports and exports under section 3.

(b) Apportionment-

(1) IN GENERAL- After the set-aside under subsection (a), the Secretary shall apportion amounts remaining available of the amount authorized to be appropriated, from the National Trade Gateway Corridor Fund established by section 3, for a fiscal year to carry out this Act to State departments of transportation in the form of grants for carrying out eligible projects in the transportation trade corridors for the Customs ports of entry with respect to which fees were collected under section 3 in the preceding fiscal year in the ratio that--

(A) the amount the fees collected for each Customs port of entry under section 3 during the preceding fiscal year; bears to

(B) the aggregate amount of fees collected for all Customs ports of entry under section 3 during the preceding fiscal year.

(2) CORRIDOR TO MORE THAN ONE STATE- If a transportation trade corridor is within the boundaries of more than one State, the Secretary shall apportion the funds apportioned under paragraph (1) for carrying out eligible projects in such corridor among such States as follows:

(A) 50 percent of the apportionment in the ratio that--

(i) the total lane miles of Federal-aid highways in the transportation trade corridor in each of such States; bears to

(ii) the total lane miles of Federal-aid highways in the transportation trade corridor in all of such States.

(B) 50 percent of the apportionments in the ratio that--

(i) the total vehicle miles traveled on lanes on Federal-aid highways in the transportation trade corridor in each of such States; bears to

(ii) the total vehicle miles traveled on lanes on Federal-aid highways in the transportation trade corridor in all of such States.

(3) PERIOD OF AVAILABILITY- Amounts granted to a State department of transportation for carrying out an eligible project in a transportation trade corridor from amounts apportioned under this subsection shall remain available for obligation for a period of 6 years after the last day of the fiscal year for which the funds are authorized to be appropriated. Any amounts so apportioned that remain unobligated at the end of that period shall be allocated to other States for the purpose of funding

eligible projects located in transportation trade corridors at the discretion of the Secretary.

SEC. 5. PROJECT SELECTION AND ELIGIBILITY.

(a) Selection Process Guidelines- Not later than 180 days after the date of enactment of this Act, the Secretary of Transportation shall issue project selection guidelines for a State department of transportation to follow in selecting eligible projects for which grants may be made under this Act.

(b) Minimum Requirements- The selection guidelines issued by the Secretary under this section shall include a requirement that a State department of transportation--

(1) consult with local governments, port authorities, regional planning organizations, public and private freight shippers, and providers of freight transportation services during the project selection process;

(2) adhere to applicable metropolitan and statewide planning processes, including sections 134 and 135 of title 23, United States Code, in selecting projects for which grants may be made under this Act;

(3) develop and implement a selection process that is in writing and available to the public;

(4) develop and implement a process for rating proposed projects for which grants may be made under this Act in accordance with the purposes of this Act; and

(5) clearly identify the basis for rating projects under the ratings process the State department of transportation developed under paragraph (4).

SEC. 6. GRANT PROGRAM.

(a) In General- The Secretary of Transportation may make a grant under this Act to a State department of transportation having jurisdiction over an area located in a transportation trade corridor.

(b) Secretarial Approval- A grant may only be made under this Act for an eligible project.

(c) Construction Standards- A project to be carried out with assistance under this Act that is for a highway that is on a Federal-aid system (as defined in section 101 of title 23, United States Code) shall be constructed to the same standards that would apply if such project was being carried out with assistance under chapter 1 of title 23, United States Code.

(d) Federal Share-

(1) IN GENERAL- The Federal share of the cost of an eligible project for which a grant is made under this Act shall be 80 percent.

(2) NON-FEDERAL SHARE- The non-Federal share of the cost of an eligible project for which a grant is made under this Act may not be provided from Federal funds made available under any other law (including funds from the Highway Trust Fund).

(e) Prevailing Rate of Wage- Section 113 of title 23, United States Code, shall apply to an eligible project being carried out with assistance provided under this section in the same manner and to the same extent as such would apply if such project was being carried out with assistance provided under chapter 1 of such title.

SEC. 7. TRANSPORTATION TRADE CORRIDORS.

(a) Establishment- The Secretary of Transportation, in consultation with the Secretary of Commerce, shall establish--

(1) a transportation trade corridor for each Customs port of entry, for which fees were collected under section 3 in the preceding fiscal year, in accordance with subsection (b); and

(2) the boundaries of the transportation trade corridor for such port of entry.

(b) Criteria for Establishment of Corridors- A transportation trade corridor--

(1) may include areas in more than one State if the States are contiguous;

(2) may not extend more than 300 miles from the Customs port of entry for which it is established; and

(3) may only include areas that are used for motor vehicle and cargo movements related to international trade.

(c) Multiple Ports of Entry- The Secretary of Transportation may establish under this section a single transportation trade corridor for multiple ports of entry located in close proximity to one another.

(d) Deadline for Establishment of Proposed Corridors- Not later than 180 days after the date of enactment of this Act, the Secretary of Transportation shall publish in the Federal Register the boundaries of the transportation trade corridors the Secretary proposes to establish under this section.

(e) Comment Period- The Secretary of Transportation shall provide a period of 45 days for comments to be made to the Secretary by the public, and for holding such hearings as the Secretary determines are appropriate to receive comments, concerning the boundaries of the transportation trade corridors proposed by the Secretary under subsection (c).

(f) Deadline for Establishment of Final Corridors- Not later than one year after date of enactment of this Act, the Secretary of Transportation shall publish in the Federal Register the boundaries of the transportation trade corridors the Secretary is establishing under this section.

(g) Periodic Reviews and Modifications- During 60-day period ending on September 30 before each fiscal year after the first fiscal year for which funds are authorized to be appropriated to carry out this Act, the Secretary of Transportation may conduct such reviews, hold such hearings, and take such other actions as may be necessary to ensure that--

(1) there is a transportation trade corridor for each Customs port of entry for which fees were collected under section 3 in the preceding fiscal year; and

(2) the boundaries of such corridor are appropriate to carry out the objectives of this Act.

SEC. 8. REGULATIONS.

Not later than one year after date of enactment of this Act, the Secretary of Transportation shall issue regulations to carry out the objectives of this Act.

SEC. 9. AUTHORIZATION OF APPROPRIATIONS.

(a) In General- There is authorized to be appropriated from the National Trade Gateway Corridor Fund established by section 3 to carry out this Act for each of fiscal years 2009 through 2018 such sums as were deposited in the Fund during the preceding fiscal year under section 3.

(b) Date Available for Obligation- Authorizations from the separate account to carry out this Act shall be available for obligation on October 1 of the fiscal year for which they are authorized.

(c) Grants as Contractual Obligations- A grant for a highway project under this Act that is approved by the Secretary is a contractual obligation of the Government to pay the Federal share of the cost of the project.

SEC. 10. DEFINITIONS.

In this Act, the following definitions apply:

(1) ELIGIBLE PROJECT- The term `eligible project' means--

(A) a project or activity eligible for assistance under chapter 1 of title 23, United States Code; and

(B) a project for construction of or improvements to a publicly owned intermodal freight transfer facility, for providing access to such a facility, or for making operational improvements to such a facility (including capital investment for an intelligent transportation system); except that a project located within the boundaries of a port terminal shall only include the surface transportation infrastructure modifications necessary to facilitate direct intermodal interchange, transfer, and access into and out of the port.

(2) FEDERAL-AID HIGHWAY- The term `Federal-aid highway' has the meaning such term has under section 101 of title 23, United States Code.

(3) STATE- The term `State' means any of the 50 States, the District of Columbia, and Puerto Rico.

(4) STATE DEPARTMENT OF TRANSPORTATION- The term `State department of transportation' has the meaning such term has under section 101 of title 23, United States Code.

(5) UNITED STATES- The term `United States' means the 50 States, the District of Columbia, and Puerto Rico.

END

**Principles For A Container Fee Program
Adopted by the Board of Directors on July 23, 2007**

- The port system in Southern California is defined as the entire network which supports the movement of goods to and from the Ports of Los Angeles and Long Beach including directly impacted infrastructure and communities in the counties of Los Angeles, Orange, Riverside, and San Bernardino.
- Any container fee program that is developed should fund projects which expand capacity and specifically mitigate the impacts of port activity and the movement of goods on local communities in Southern California (for example, increase capacity on rail lines should be coupled with grade separations).
- Any fee that is levied should be specifically designed to mitigate congestion and air quality issues directly associated with the movement of cargo from California Ports that is distributed in a fair and equitable manner to local and regional government agencies in Los Angeles, Orange, Riverside, and San Bernardino counties.
- Fees collected should be placed in separate dedicated funds based on geographic region and project category. The program should specify a timeline in which fees will be collected, continuously appropriate revenues to locally identified projects, sunset once specified project outcomes are achieved, and be sufficiently firewalled in order to prohibit diversions by the State or any other entity for another purpose.
- Selected projects for congestion relief and mitigation should be clearly defined, separate accounts should be created for each category, and funds from these accounts should be eligible for port and inland transportation and air quality mitigation projects including upgrading and purchasing new equipment.
- Projects which are identified for each funding category should be intended to improve the efficiency of transporting cargo and mitigating the effects of port activity.
- Selected projects should not be intended to impose additional regulations and/or obligations on local municipalities and government entities.
- The State should not impose any unfunded mandates when developing policies which would administer or provide oversight regarding the establishment of a program to levy container fees.
- When developing guidelines for implementing the program, the appropriate public agencies should include strong accountability and oversight provisions to ensure that funds are used appropriately and effectively.

GOODS MOVEMENT POLICY

General

- The need for expediting goods movement through Southern California is an outcome of increasing international trade and of U.S. trade policies and practices.
- The benefit of this growing trade is national and promotes economic growth and consumer consumption in states across the country.
- The benefit of this trade, while national in scope, has had a severe negative impact on the local communities in Southern California because of its impact on road and rail capacity in the region.
- While the need to expand road and rail capacity in light of the expected increase in trade is recognized, these enhancements must be linked to mitigating the resultant impacts on the local communities and transportation systems.
- Given the national and statewide benefit of goods movement trade, the national and state governments have a responsibility to share the costs of transportation system capacity expansion and the mitigation of the enhancements on local communities.

Projects

- Identify, pursue, and support those projects that improve and mitigate the community impacts of goods movement corridors in the country and region. Place priority on those projects, which can be implemented and mitigated simultaneously.
- Work with other plan partners to finalize the Multi-County Goods Movement Action Plan for Board of Directors consideration.

Funding

- Work with national and regional goods movement stakeholders to create a stable, dedicated, and secure federal funding source such as a federal goods movement trust fund for the implementation and mitigation of goods movement projects.
- The ports and shippers gain economic benefit from international economic trade activity and should share the costs of transportation system capacity expansion and mitigation of the enhancements on local communities.
- Work with regional stakeholders to develop a fee on the transfer of containers through the region with proceeds deposited in a regional "mitigation bank" for distribution to Southern California counties to be used only for the mitigation of goods movement projects.
- Transportation funds (whether state, federal, or local), which are available to address local transportation programs and projects, should not be used to address national and international goods movement-related transportation projects in the region.
- Those goods movement projects that are a result of regional multi-agency coalitions and public/private partnerships should be given priority for funding by the federal government.

- Build relationship with Alameda Corridor East (ACE) cities and Orangethorpe corridor cities (ACE-south) to advocate for common benefits.
- Pursue, identify, and secure the appropriate public/private partnerships. These partnerships should have clearly defined "firewalls" regarding the appropriate use of funds.

Outreach

- Working with regional stakeholders, pursue the implementation of the Southern California National Freight Gateway Strategy Memorandum of Understanding, which calls for a partnership with the state and federal government in the development of a strategy to address environmental and community issues relating to goods movement.
- Develop a dialogue with the Orange County congressional and state delegations regarding a better understanding of the deteriorating state of our county's transportation infrastructure because of the increase of goods movement traffic through our ports.
- Work with the Orange County congressional delegation regarding the establishment of a federal goods movement trust fund in the future transportation reauthorization legislation.
- Work with the Orange County state and federal delegations regarding the establishment of a container fee at the San Pedro Bay ports with proceeds deposited in a regional "mitigation bank," equitably distributing those funds to within Southern California counties for the mitigation of goods movement ~~projects~~ impacts.
- Coordinate with cities in the County to identify truck route and grade separation plans that ensure continuity across jurisdictions.



BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Selection of a Consultant for Preparation of a Feasibility Study for Improvements to the Riverside Freeway (State Route 91)

Highways Committee Meeting of February 4, 2008

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

Committee Vote

This item was passed by all Committee Members present.

Director Rosen abstained on this matter.

Committee Recommendations

- A. Approve the selection of RMC, Inc., as the top ranked firm to prepare a feasibility study for improvements to the Riverside Freeway (State Route 91) between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57).
- B. Authorize staff to request a cost proposal from RMC, Inc., and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.



February 4, 2008

To: Highways Committee
From: Arthur T. Leahy, Chief Executive Officer
Subject: Selection of a Consultant for Preparation of a Feasibility Study for Improvements to the Riverside Freeway (State Route 91)

Overview

The Renewed Measure M Early Action Plan calls for preparation of conceptual engineering for a segment of the Riverside Freeway (State Route 91), between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57). Proposals and statements of qualifications for the preparation of a feasibility study were solicited in accordance with the Orange County Transportation Authority's procurement procedures for the retention of consultants to perform architectural and engineering work.

Recommendations

- A. Approve the selection of RMC, Inc., as the top ranked firm to prepare a feasibility study for improvements to the Riverside Freeway (State Route 91) between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57).
- B. Authorize staff to request a cost proposal from RMC, Inc., and negotiate an agreement for their services.
- C. Authorize the Chief Executive Officer to execute the final agreement.

Background

The Renewed Measure M Early Action Plan calls for preparation of conceptual engineering for a segment of the Riverside Freeway (State Route 91) between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57), including nearby local interchanges such as Tustin Avenue and Lakeview Avenue, as well as adding freeway capacity between State Route 55 (SR-55) and State Route 57 (SR-57). A feasibility study is being initiated to scope out

the range of improvements that can be implemented within the project area. The Orange County Transportation Authority (Authority) is seeking consultant assistance for the preparation of a feasibility study for this project. The feasibility study will provide the scope of improvements that will be considered in a future project study report (PSR).

Discussion

This procurement was handled in accordance with the Authority's procedures for architectural and engineering requirements, which conform to both federal and state law. Proposals were evaluated without consideration of cost and were ranked in accordance with the qualifications of the firm and the technical proposal. The highest ranked firm will be requested to submit a cost proposal and the final agreement is to be negotiated. Should negotiations fail with the highest ranked firm, a cost proposal will be solicited from the second ranked firm in accordance with the procurement policies previously adopted by the Authority's Board of Directors (Board).

The project was advertised on November 14 and November 20, 2007, in the Orange County Register. The notice for the request for proposals (RFP) was posted on November 14, 2007, on CAMM NET and emailed to 2,188 firms. A pre-proposal meeting was held on November 29, 2007, and was attended by 23 individuals representing 19 firms. Addendum No. 1 was issued on November 29, 2007, to post pre-proposal meeting registration sheets and provide further information regarding availability of PSRs for review as referenced in the RFP solicitation. Addendum No. 2 was issued on December 7, 2007, to provide an answer to a question received.

On December 20, 2007, five proposals were received. An evaluation committee consisting of staff from the Strategic Planning and the Contracts Administration and Materials Management departments met to review the proposed work plans, staffing and project organization, and firm qualifications.

The evaluation committee reviewed all proposals and found three of the firms fully qualified for the work. On January 8, 2008, the committee interviewed each of the qualified firms. The three qualified firms are:

Name and Location

RMC, Inc.
Santa Ana, California

CH2M Hill
Santa Ana, California

HNTB Corporation
Santa Ana, California

Based on the committee's evaluation of the three qualified firms, RMC, Inc., was considered as the firm that has the best experience and staff that is most qualified for the project. The RMC, Inc., project team provided an excellent technical proposal with a highly detailed and organized work plan. RMC, Inc., presented a very thorough review of initial issues and showed a thorough consideration of solutions. During the interview phase, RMC, Inc., provided clear and persuasive answers to all interview questions, which included a very good discussion of limitations and challenges of the project, and discussion of specific concepts that could improve the operations of the SR-91. The project team had exceptional knowledge of the project area and excellent related experience, including extensive State Route 91 (SR-91) project and public outreach experience. The subcontractors have excellent related project experience and availability.

CH2M Hill was the second highest ranked firm by the evaluation committee. The firm provided a very good technical proposal; however, compared with RMC, Inc., CH2M Hill did not demonstrate as strong an understanding of some of the technical engineering issues, such as how the firm would propose to address constraints within the SR-91/SR-55 and SR-91/SR-57 interchange complex area and the Tustin Avenue and Lakeview Avenue interchanges.

HNTB Corporation was the third highest ranked firm by the evaluation committee. The firm had good project experience in and around the study area; however, HNTB Corporation did not demonstrate as strong an understanding of the design issues within the study area as compared to the other two firms.

Fiscal Impact

This project was approved in the Authority's Fiscal Year 2007-08 Budget, Development Division, Account 0017-7519-F1101-N3K, and is funded with Renewed Measure M funds.

Summary

The evaluation committee met and reviewed the proposals submitted. Based on the materials provided, the committee recommends the selection of RMC, Inc., as the most qualified firm to prepare the feasibility study to improve SR-91 between SR-55 and SR-57, including nearby local interchanges such as Tustin Avenue and Lakeview Avenue, as well as adding freeway capacity between SR-55 and SR-57.

Staff seeks Board of Directors approval to request a cost proposal from RMC, Inc., and negotiate an agreement within the approved budget for this project, which is \$300,000.

Attachments

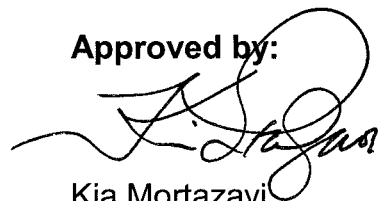
- A. Feasibility Study for Riverside Freeway (SR-91) Improvements from the Orange Freeway (SR-57) to the Costa Mesa Freeway (SR-55) Interchange Area – Review of Proposals – RFP 7-1360
- B. Proposal Evaluation Criteria Matrix (Short List) – RFP 7-1360, “Feasibility Study for Riverside Freeway (SR-91) Improvements from the Orange Freeway (SR-57) to the Costa Mesa Freeway (SR-55) Interchange Area”

Prepared by:



Alison Army
Senior Transportation Analyst, Project Development
(714) 560-5537

Approved by:



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

Feasibility Study for Riverside Freeway (SR-91) Improvements from the Orange Freeway (SR-57) to the Costa Mesa Freeway (SR-55) Interchange Area

Review of Proposals - RFP - 7-1360

5 proposals were received, 3 firms were interviewed

Overall Ranking	Overall Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments
1	87	RMC, Inc. Santa Ana, CA	RBF Consulting LSA Associates Austin-Foust Associates Leighton	Highest ranked overall proposal. Presented very specific improvement ideas. Subcontractors have excellent related experience and availability. Excellent understanding of the project and knowledge of limitations and issues. Excellent detailed and well organized work plan, which included an excellent look at initial issues. Highly qualified program manager with excellent related project experience, knowledge of project area, and experience with working with the California Department of Transportation (Caltrans), and local agencies. Utilizes an excellent approach to arriving at optimal solutions. Prime and subcontractors proposed have extensive public outreach experience and knowledge of the SR-91 corridor due to their extensive prior experience on SR-91.
2	79	CH2M Hill Santa Ana, CA	KOA Corporation	Second highest ranked proposal. Experienced project team. Good relevant experience: SR-57/Pomona Freeway (State Route 60) is a very complex project and required heavy integration with other projects, also worked on the SR-91 project. Good identification of Context Sensitive Solutions (CSS)*. Good project understanding, listed potential issues and bottlenecks. Project manager's credentials are good, worked on the SR-91 project. Project manager has a background of creating alternatives and feasibility study experience. Did not demonstrate as strong of an understanding of some of the technical engineering issues, such as how the firm would propose to address constraints within the SR-91/SR-55 and SR-91/SR-57 interchange complex area and the Tustin Avenue and Lakeview Avenue interchanges.
3	76	HNTB Corporation Santa Ana, CA	Civil Works Engineers, Inc. Jones & Stokes Associates Diaz Yourman & Associates	Third highest ranked proposal. Good project experience in/around study area. Good work plan, ideas, and understanding of issues. Most projects listed were project approval/environmental document and plans, specifications and estimates level, rather than feasibility study projects which address broader ranges of issues and alternatives. Traffic simulation model will be developed using VISSIM, a traffic simulation tool, or other software prescribed by Caltrans. Proposed an accelerated approach to complete study in eight months, Orange County Transportation Authority requesting a nine-month schedule in the solicitation. Did not demonstrate as strong of an understanding of design issues within the study area as compared to the other two firms.

*Context Sensitive Solutions (CSS): a transportation planning approach which takes into consideration the community and lands through which streets and highways pass.

Evaluation Panel: (5)

OCTA
CAMM (1)
DEVELOPMENT (4)

Proposal Criteria

Qualifications of Firm
Staffing and Project Organization
Work Plan

Weight Factor

25%
40%
35%

PROPOSAL EVALUATION CRITERIA MATRIX (Short List)						
RFP 7-1360, "Feasibility Study for Riverside Freeway (SR-91) Improvements from the Orange Freeway (SR-57) to the Costa Mesa Freeway (SR-55) Interchange Area"						
Firm: RMC, INC.					Weights	Criteria Score
Evaluation Number	1	2	3	4	5	
Qualifications of Firm	4.5	4.0	4.0	4.5	4.5	5
Staffing/Project Organization	4.5	4.0	4.5	4.5	4.5	8
Work Plan	4.5	4.5	4.0	4.5	4.0	7
Overall Score	90.0	83.5	84.0	90.0	86.5	87
Firm: CH2M HILL					Weights	Criteria Score
Evaluation Number	1	2	3	4	5	
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	5
Staffing/Project Organization	4.0	4.0	3.5	4.0	4.0	8
Work Plan	4.0	4.0	3.5	4.0	4.5	7
Overall Score	80.0	80.0	72.5	80.0	83.5	79
Firm: HNTB CORPORATION					Weights	Criteria Score
Evaluation Number	1	2	3	4	5	
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	5
Staffing/Project Organization	4.0	4.0	3.5	3.5	3.5	8
Work Plan	4.0	3.5	3.5	4.0	4.0	7
Overall Score	80.0	76.5	72.5	76.0	76.0	76
Evaluation Panel: (5)						
OCTA:						
CAMM (1)						
DEVELOPMENT (4)						



BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors

From: ^{WK} Wendy Knowles, Clerk of the Board

Subject: Approval to Release Request for Proposals for Consultant Services for the Central County Corridor Major Investment Study and Approval of Funding Agreement with the Southern California Association of Governments

Highways Committee Meeting of February 4, 2008

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

Absent: Directors Dixon and Norby

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Approve the proposed evaluation criteria and weights.
- B. Approve the release of Request for Proposals 8-1042 for consultant services for the Central County Corridor Major Investment Study.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement no. 8-0092 between the Orange County Transportation Authority and the Southern California Association of Governments, to receive an amount not to exceed \$200,000, for the Central County Corridor Major Investment Study.
- D. Amend the Orange County Transportation Authority Fiscal Year 2007-08 Budget to include \$200,000 from the Southern California Association of Governments.



February 4, 2008

To: Highways Committee

From: Arthur T. Leahy, ^{Mr} Chief Executive Officer

Subject: Approval to Release Request for Proposals for Consultant Services for the Central County Corridor Major Investment Study and Approval of Funding Agreement with the Southern California Association of Governments

Overview

The Orange County Transportation Authority staff has developed a draft request for proposals to initiate a procurement process to provide consultant services for the Central County Corridor Major Investment Study. Additionally, the Southern California Association of Governments will contribute funding for the study effort.

Recommendations

- A. Approve the proposed evaluation criteria and weights.
- B. Approve the release of Request for Proposals 8-1042 for consultant services for the Central County Corridor Major Investment Study.
- C. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. 8-0092 between the Orange County Transportation Authority and the Southern California Association of Governments, to receive an amount not to exceed \$200,000, for the Central County Corridor Major Investment Study.
- D. Amend the Orange County Transportation Authority Fiscal Year 2007-08 Budget to include \$200,000 from the Southern California Association of Governments.

Background

In April 2005, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved five major conceptual alternatives for improving

travel in central Orange County through the Central County Corridor Study - Phase I (Phase I) effort. These five alternative strategies range from improvements to key streets and the transit system, to major widening of the Costa Mesa Freeway (State Route 55) and extension of the Orange Freeway (State Route 57) in the Santa Ana River channel on columns, from its current terminus to the San Diego Freeway (Interstate 405). The Phase I process included input from elected officials, stakeholders, and local and regional agencies' technical staff. This process also included a series of public open houses.

As part of approving the five conceptual alternatives, the OCTA Board directed staff to initiate the second phase of the study process, the Central County Corridor Major Investment Study (CCCMIS). This next phase will narrow the list of transportation alternatives, perform conceptual engineering and environmental work, and recommend a locally preferred strategy. Before moving forward with the CCCMIS, the Board expressed interest in determining the technical feasibility of extending State Route 57 (SR-57) in the Santa Ana River channel as early as possible in the study process. This was to ensure that study resources would only be focused on evaluating potentially feasible alternatives. The SR-57 Extension Concept Planning Study was completed and was presented to the Board on October 22, 2007. The Board expressed concern with an elevated facility and directed staff to pursue alternatives for an SR-57 extension concept that are limited to only options that have a profile lower than the current bridges crossing the Santa Ana River. In addition, the Board directed staff to return with the evaluation criteria and request for proposals (RFP) to conduct the CCCMIS.

Staff has developed a draft RFP to initiate a procurement process to provide consultant services for the CCCMIS. Additionally, the Southern California Association of Governments (SCAG) will contribute funding for the study.

Discussion

On April 23, 2007, the Board approved procurement procedures and policies requiring the Board to approve all RFPs over \$1 million, as well as approve the evaluation criteria and weights. Staff is hereby submitting, for Board approval, the proposed RFP (Attachment A) and evaluation criteria and weights. This will be used to evaluate proposals received in response to the RFP. The proposed evaluation criteria and weights are

as follows:

- Qualifications of the firm 25 percent
- Staffing and project organization 40 percent
- Work plan 35 percent

The evaluation criteria weights are consistent those used for similar architectural and engineering (A&E) procurements. In developing the criteria weights, several factors were considered. Staff proposed giving the greatest importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are critical to the successful performance of the project. Likewise, staff would assign a high level of importance to the work plan, as the technical approach and understanding of the project is critical to developing realistic schedules and work approaches. As this is an A&E procurement, price is not one of the evaluation criteria pursuant to state and federal law. The RFP will be released upon Board approval of these recommendations.

Additionally, SCAG has agreed to contribute \$200,000 for the planning study efforts. OCTA will act as the contract administrator for the study and must budget the full project costs. OCTA's funding share is included in the OCTA Fiscal Year 2007-08 Budget, but SCAG's funding share is not. Consequently, the Board is requested to increase the fiscal year 2007-08 budget by \$200,000 to account for SCAG's funding contributions.

The following is a summary of the proposed roles and responsibilities of OCTA and SCAG, as per the cooperative agreement (Attachment B), for this study effort:

- OCTA will procure a consultant to conduct the study.
- SCAG will participate in the selection of a consultant.
- OCTA will manage the study effort in consultation with SCAG.
- SCAG agrees to reimburse OCTA for consultant services for the CCCMIS, in an amount not to exceed \$200,000.
- SCAG agrees to review and provide comments on the study to OCTA.

The proposed cooperative agreement has been reviewed by both OCTA's and SCAG's legal counsels.

Approval to Release Request for Proposals for Consultant Services for the Central County Corridor Major Investment Study and Approval of Funding Agreement with the Southern California Association of Governments

Page 4

Fiscal Impact

Funding for the proposed cooperative agreement with SCAG was not included in OCTA's Fiscal Year 2007-08 Budget. An amendment to OCTA's Expense Account 1531-7519-A4422-F1P, in the amount of \$200,000, is required.

In addition, funding for the additional expense of \$200,000 will be reimbursed by SCAG. An amendment to OCTA's Revenue Account 0001-6053-A4422-X8T, in the same amount, is required.

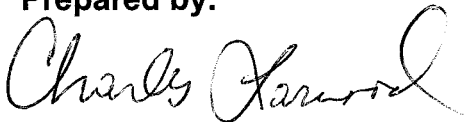
Summary

It is requested that the Board approve draft RFP 8-1042 and evaluation criteria and weightings in order to evaluate proposals received in response to the RFP for consultant services for the CCCMIS. Staff also recommends authorizing the Chief Executive Officer to negotiate and execute Cooperative Agreement No. 8-0092 with SCAG, in an amount not to exceed \$200,000, for the CCCMIS.

Attachments

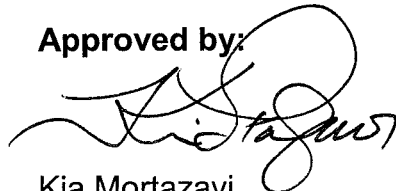
- A. Draft Request for Proposals (RFP) 8-1042 - Central County Corridor Major Investment Study
- B. Draft Cooperative Agreement C-8-0092 Between the Orange County Transportation Authority and the Southern California Association of Governments Regarding the Central County Corridor Major Investment Study

Prepared by:



Charlie Larwood
Section Manager, Corridor Studies
(714) 560-5683

Approved by:



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

DRAFT

REQUEST FOR PROPOSALS (RFP) 8-1042

**CENTRAL COUNTY CORRIDOR
MAJOR INVESTMENT STUDY**



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

Key RFP Dates

Issued:	February 13, 2008
Pre-proposal Conference:	February 19, 2008
Written Questions:	February 20, 2008
Proposal Due:	March 10, 2008
Interview Date:	March 26, 2008

**U.S. Department of Transportation
FTA Project Number: 080WPSCAGA2**

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BOARD OF DIRECTORS

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Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy
Chief Executive Officer

February 13, 2008

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 8-1042: "CENTRAL COUNTY CORRIDOR MAJOR
INVESTMENT STUDY"**

Gentlemen/Ladies:

The Orange County Transportation Authority("Authority") invites proposals from qualified consultants to conduct an eighteen (18) month strategic transportation study covering most of central Orange County.

Proposals must be submitted at or before 2:00 p.m. on March 10, 2008.

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

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

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

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

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

Parties interested in obtaining a copy of this Request for Proposals (RFP) 8-1042 may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 8-1042 "Central County Corridor Major Investment Study"

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

To receive all further information regarding this RFP 8-1042, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Professional Consulting

Commodity(s):

Consultant Services-Transit Planning; Consultant Services-Transportation Planning; Environmental Consulting; Feasibility Studies (Consulting); Traffic Planning Consultant

Professional Services

Engineering-Civil; Engineering Environmental; Engineering-Right of Way; Engineering-Traffic; Impact Studies, Environmental; Architectural; Tunnels and Subways-Architectural

A pre-proposal conference will be held on February 19, 2008, at 4:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established **March 26, 2008** as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

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

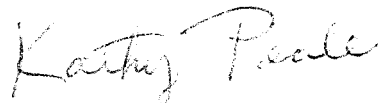
The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work. The preparation of this document was financed in part through grants from the United States Department of transportation – FTA and FHWA.

This contract is subject to Title 49 Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (Regulations). The Regulations in their entirety are incorporated herein by this reference. Offerors are to be fully informed with respect to the DBE requirements delineated in Section VI of this RFP and the applicable Regulations.

Offerors shall ensure that in regard to this RFP, DBE's will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, sex, religion or national origin.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. se9. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

Sincerely,



Kathy Peale

Senior Contract Administrator

Contracts Administration and Materials Management

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 19, 2008, at 4:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are strongly encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Kathy Peale, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street, P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560-5609, Fax: 714.560.5792, or E-Mail: kpeale@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and must be received by the Authority no later than 4:00 p.m., February 20, 2008.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Kathy Peale, Senior Contract Administrator e-mail address is kpeale@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than close of business on February 21, 2008. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Kathy Peale, Senior Contract Administrator.

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

Commodities for this solicitation are:

Category(s):
Professional Consulting

Commodity(s):
Consultant Services-Transit
Planning; Consultant Services-
Transportation Planning;
Environmental Consulting;
Feasibility Studies (Consulting);
Traffic Planning Consultant

Professional Services

Engineering-Civil; Engineering
Environmental; Engineering-
Right of Way; Engineering-
Traffic; Impact Studies,
Environmental; Architectural;
Tunnels and Subways-
Architectural

Inquiries received after 4:00 p.m. on February 20, 2008, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted at or before 2:00 p.m. on March 10, 2008

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

2. Address

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

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

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

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

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

3. Identification of Proposals

Offeror shall submit an **original and 10 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 8-1042: Central County Corridor Major Investment Study"

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. se9. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

M. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This contract is subject to Title 49 Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (Regulations). The Regulations in their entirety are incorporated herein by this reference. Offerors are to be fully informed with respect to the DBE requirements delineated in Section VI of this RFP and the applicable Regulations.

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Kathy Peale, Senior Contract Administrator, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors, including legal name of company, contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience

in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the Authority or elsewhere.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

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

d. Exceptions/Deviations

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

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS

1. PARTY AND PARTICIPANT DISCLOSURE FORMS – EXHIBIT A

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only one

copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The form entitled "Party Disclosure Form" must be completed by the prime contractor and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime contractor in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the prime Consultant, subcontractors and agents will be required to report all Campaign Contributions from the date of proposal submittal up and until the Board takes action.

2. STATUS OF PAST AND PRESENT CONTRACTS – EXHIBIT B

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicated the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The Authority does not have a policy for debarring or disqualifying vendors who are in a dispute with the Authority, and who submit proposals on future work.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – EXHIBIT C

Primary Participant and Lower-Tier Participants

a. Policy

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989 may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such

period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

b. **Submission Requirements**

Each Offeror shall complete the certification, "Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters," Exhibit C, included in this RFP, for itself and its principals, and submit this certification with its proposal. Failure to do so may result in rejection of the proposal.

If the Offeror plans to use subcontractors on the project, the Offeror, shall have all subcontractors with contracts in excess of \$100,000 complete a certification for lower-tier participation and submit the certification with its proposal.

If a prime or subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, immediate written notice shall be provided to the Authority.

**4. RACE NEUTRAL DBE SOLICITATION PROVISIONS – EXHIBIT D
DBE RACE-NEUTRAL PARTICIPATION LISTING FORM - EXHIBIT D-2
BIDDERS LIST- EXHIBIT D-3**

Offeror shall complete Exhibit D-2 and Exhibit D-3 per the instructions set forth in Section I: "Instructions to Offerors" and Section IV: "Disadvantaged Business Enterprises".

5. RESTRICTIONS ON LOBBYING FORM – EXHIBIT E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31,

U.S. Code.

This RFP includes, under Exhibit E, the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The Offeror to this solicitation will be required to complete and submit to the Authority in their proposal, the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the Authority.

6. CERTIFICATION OF COMPLIANCE REGARDING ALCOHOL AND DRUG POLICY FORM – EXHIBIT F

The Offeror agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 653 and 654, produce and documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Offeror agrees further to certify annually its compliance with Parts 653 and 654 before December 31st to the Authority. To certify compliance the Offeror shall use the "Substance Abuse Certifications" in the "Annual list of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Offeror is required to submit Exhibit F, Drug and Alcohol Certification in their proposal, or the proposal may be considered non-responsive and not considered for further review.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **25 %**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**
 Qualifications of "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **35%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations; exceptions and deviations to the proposal; completion of the RFP format.

B. EVALUATION PROCEDURE

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

The Authority has established **March 26, 2008** as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Offeror after which the

evaluation committee will ask questions related to the Offeror's proposal and qualifications.

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

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

SECTION IV
PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. C-8-1042

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is made effective as of this ____ day of _____, 2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to conduct an eighteen (18) month strategic transportation study covering most of central Orange County; and

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

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

WHEREAS, CONSULTANT wishes to perform these services; and

WHEREAS, AUTHORITY's Board of Directors has reviewed and approved the selection of CONSULTANT on _____, 2008;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names** **Functions**

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

1 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
2 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
3 person. The Consultant Project Manager may be removed and replaced only with the written consent of
4 the OCTA Project Manager. Due to the importance of consistent project management to the timely
5 completion of the project, OCTA will consider the unauthorized removal of the Consultant Project
6 Manager as grounds for termination of the contract. OCTA reserves the right to require the Consultant
7 to remove and replace the Consultant Project Manager or any member of the Consultant/sub-
8 Consultant team from the project for cause. AUTHORITY shall respond to CONSULTANT within seven
9 (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for
10 replacement.

11 **ARTICLE 4. TERM OF AGREEMENT**

12 This Agreement shall commence upon the issuance of a Notice to Proceed, and shall continue
13 in full force and effect through January 31, 2010, unless earlier terminated or extended as provided in
14 this Agreement.

15 **ARTICLE 5. PAYMENT**

16 A. For CONSULTANT's full and complete performance of its obligations under this Agreement,
17 and subject to the maximum cumulative payment obligation provisions set forth in Article 7,
18 AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following
19 provisions.

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

22 /
23 /
24 /
25 /
26 /

1	<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
2	1	Project Management/Coordination/Administration	.00
3	2	Data Collection/Technical Memorandum/Periodic Updates	.00
4	3	Revision/Evaluation Conceptual Alternatives Phase I	.00
5	4	Technical/Environmental Screening	.00
6	5	Technical/Environmental Analysis	.00
7	6	Draft and Final Evaluation Reports	.00
8	TOTAL FIRM FIXED PRICE PAYMENT		.00

9 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding
10 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented
11 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice
12 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be
13 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
14 may decline to make full payment for any task listed in paragraph B of this Article until such time as
15 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully
16 completed all work required under the task. AUTHORITY's payment in full for any task completed shall
17 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final
18 acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

19 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
20 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
21 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and
22 shall be paid to CONSULTANT within sixty (60) days of payment of final invoice, unless AUTHORITY
23 elects to audit CONSULTANT's records in accordance with Article 17 of this Agreement. If
24 AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
25 days of completion of such audit in an amount reflecting any adjustment required by such audit.

26 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in

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

- 5 1. Agreement No. C-8-1042;
- 6 2. Specify the task number for which payment is being requested, a summary of
7 budget activity-to-date and show costs against each major task and/or subtask as appropriate;
- 8 3. The time period covered by the invoice;
- 9 4. Total monthly invoice (including project-to-date cumulative invoice amount) and
10 retention;
- 11 5. Monthly Progress Report;
- 12 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
13 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
14 invoice is a true, complete and correct statement of reimbursable costs; c) The backup information
15 included with the invoice is true, complete and correct in all material respects; d) All payments due and
16 owing to subcontractors and suppliers have been made; e) Timely payments will be made to
17 subcontractors and suppliers from the proceeds of the payments covered by the certification and; f) The
18 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
19 subcontractor or supplier unless so identified on the invoice.
- 20 7. Any other information as agreed or requested by AUTHORITY to substantiate the
21 validity of an invoice.

22 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

23 A. CONSULTANT agrees to pay each subcontractor for the satisfactory work preformed under
24 this Agreement, no later than ten (10) calendar days from the receipt of each payment CONSULTANT
25 receives from AUTHORITY. CONSULTANT agrees further to return retainage payments to each
26 subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed.

1 AUTHORITY reserves the right to request the appropriate documentation from CONSULTANT showing
2 payment has been made to the subcontractors. Any delay or postponement of payment from the above
3 referenced time frames may occur only for good cause following written approval by AUTHORITY.

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

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

10 **ARTICLE 7. MAXIMUM OBLIGATION**

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

16 **ARTICLE 8. NOTICES**

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

- 21 /
- 22 /
- 23 /
- 24 /
- 25 /
- 26 /

1 To CONSULTANT:

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION:

ATTENTION: Kathy Peale

7 Senior Contract Administrator

8 (714) 560 – 5609; kpeale@octa.net

9 **ARTICLE 9. INDEPENDENT CONTRACTOR**

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

17 **ARTICLE 10. INSURANCE**

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

21 1. Commercial General Liability, to include Products/Completed Operations,
22 Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of
23 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

26 3. Workers' Compensation with limits as required by the State of California including a

1 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and agents;

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

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

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

12 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
13 Number C-8-1042; and Kathy Peale, Senior Contract Administrator.

14 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
15 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this
16 Agreement.

17 **ARTICLE 11. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of
19 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-
20 1042, (3) CONSULTANT's proposal dated ; and (4) all other documents, if any, cited herein or
21 incorporated by reference.

22 **ARTICLE 12. CHANGES**

23 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
24 make changes in the general scope of this Agreement, including, but not limited to, the services
25 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work
26 suspension or change causes an increase or decrease in the price of this Agreement or in the time

1 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
 2 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
 3 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
 4 CONSULTANT from proceeding immediately with the agreement as changed.

5 **ARTICLE 13. DISPUTES**

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

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

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

24 **ARTICLE 14. TERMINATION**

25 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
 26 part, by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay

1 CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be
2 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal
3 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to
4 termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said
5 notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above
6 and Article 8, herein. Upon receipt of said notification, CONSULTANT agrees to comply with all
7 applicable provisions of the FAR pertaining to termination for convenience.

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

16 **ARTICLE 15. INDEMNIFICATION**

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

23 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
25 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
26 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by

1 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all
2 terms and conditions of this Agreement.

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	.00
	.00

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

13 CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
14 Comptroller General of the United States, or other agents of AUTHORITY, such access to
15 CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT
16 which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all
17 accounting books, records, work data, documents and activities related hereto. CONSULTANT shall
18 maintain such books, records, data and documents in accordance with generally accepted accounting
19 principles and shall clearly identify and make such items readily accessible to such parties during
20 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final
21 payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this
22 Agreement shall also extend to all first-tier subcontractors identified in Article 16 of this Agreement.
23 CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means
24 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

25 /

26 /

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

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

5 **ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY**

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

13 **ARTICLE 20. CIVIL RIGHTS ASSURANCE**

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

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

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

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

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

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

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

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

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

1 litigation to protect the interests of the AUTHORITY, and, in addition, the CONSULTANT may request
2 the United States to enter into such litigation to protect the interests of the United States.

3 **ARTICLE 21. RACE NEUTRAL DBE PARTICIPATION**

4 A. At the time of contract execution, CONSULTANT has committed to use its reasonable best
5 efforts to utilize DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure
6 (to the extent reasonably possible) that DBE subcontractors, if any, listed on the "DBE Race-Neutral
7 Bidders List", Exhibit D-3, which is attached herein, to perform work and/or supply materials in
8 accordance with original commitments, unless otherwise directed and/or approved by the AUTHORITY
9 prior to the CONSULTANT effectuating any changes to its race-neutral DBE participation
10 commitment(s).

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

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

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

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

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

1 contracts.

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

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

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

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

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

13 D. AUTHORITY's new Race-Neutral DBE Policy Implementation Directives: Pursuant to
14 recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth
15 Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department
16 of Transportation, AUTHORITY has implemented a wholly Race-Neutral DBE Program. A Race-
17 Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms.
18 Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-
19 conscious DBE participation goals on its DOT-assisted contracts. CONSULTANT shall not be required
20 to achieve a specific level of DBE participation as a condition of contract compliance in the performance
21 of this DOT-assisted contract. However, CONSULTANT shall adhere to race-neutral DBE participation
22 commitment(s) made at the time of contract award.

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

24 1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which
25 is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in
26 the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or

1 more socially and economically disadvantaged individuals; and (b) whose management and daily
2 business operations are controlled by one or more of the socially and economically disadvantaged
3 individuals who own it.

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

9 3. "Socially and Economically Disadvantaged Individuals" means those individuals who are
10 citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans,
11 Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women
12 and any other minorities or individuals found to be disadvantaged by the Small Business Administration
13 pursuant to Section 8(a) of the Small Business Act, or by AUTHORITY pursuant to 49 CFR part 26.65.
14 Members of the following groups are presumed to be socially and economically disadvantaged:

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

1 f. Women, regardless of ethnicity or race.

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

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

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

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

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

1 of social disadvantage must be made before proceeding to make a determination of economic
2 disadvantage.

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

11 8. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award).

12 CONSULTANT shall complete and submit the following DBE exhibits (forms) at the times specified:

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

15 b. If CONSULTANT is a DBE firm and/or has proposed to utilize DBE firms,
16 CONSULTANT will be required to complete and submit Form 103 to the AUTHORITY by the 10th of
17 each month until completion of the contract to facilitate reporting of race-neutral DBE participation,
18 following the first month of contract activity. CONSULTANT shall report the total dollar value paid to
19 DBEs for the applicable reporting period. CONSULTANT shall also report the DBE's Scope of Work
20 and the total subcontract value of commitment for each DBE reported.

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

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

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

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

5 1. A DBE may participate as a prime CONSULTANT, subcontractor, joint venture
6 partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

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

12 3. A DBE must perform a commercially useful function in accordance with 49 CFR
13 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its
14 responsibility by actually performing, managing and supervising the work). A DBE should perform at
15 least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is
16 performing a commercially useful function.

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

23 G. DBE Crediting Provisions: When a DBE is proposed to participate in the contract, either
24 as a prime CONSULTANT or subcontractor, only the value of the work proposed to be performed by
25 the DBE with its own forces may be counted towards race-neutral DBE participation. If a DBE
26 intends to subcontract part of the work of its subcontract to a lower tier subcontractor, the value of

1 the subcontracted work may be counted toward race-neutral DBE participation only if the DBE
 2 subcontractor is a certified DBE and actually performs the work with their own forces. Services
 3 subcontracted to a non-DBE firm may not be credited toward the prime CONSULTANT's race-
 4 neutral DBE attainment.

5 1. CONSULTANT is to calculate and credit participation by eligible DBE vendors of
 6 equipment, materials, and suppliers toward race-neutral DBE attainment, as follows: (a) Sixty
 7 percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract,
 8 obtained from a regular dealer; or (b) One hundred percent (100%) of expenditure(s) for equipment,
 9 materials and supplies required under the contract, obtained from a DBE manufacturer (c) Brokers,
 10 and Packagers may be credited towards CONSULTANT's race-neutral DBE attainment, provided
 11 that the fee or commission is reasonable, and not excessive, as compared with fees or commissions
 12 customarily allowed for similar work, including fees and commissions charged for providing bona fide
 13 professional or technical services, or procurement of essential personnel, facilities, equipment,
 14 materials, or supplies required in the performance of the contract. Fees charged for delivery of
 15 material and supplies (excluding the cost of materials or supplies themselves) when the licensed
 16 hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material
 17 and supplies. Fees and commissions charged for providing any insurance specifically required in
 18 the performance of the contract.

19 2. CONSULTANT may count the participation of DBE trucking companies toward
 20 race-neutral DBE attainment, as follows: the DBE must be responsible for the management and
 21 supervision of the entire trucking operation for which it is responsible on a particular contract; the
 22 DBE must itself own and operate at least one fully licensed, insured, and operational truck used on
 23 the contract; the DBE receives credit for the total value of the transportation services it provides on
 24 the contract using trucks it owns, insures, and operates using drivers it employs; DBE may lease
 25 trucks from another DBE firm, including an owner-operator who is certified as a DBE; the DBE who
 26 leases trucks from another DBE receives credit for the total value of the transportation services the

1 lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm,
 2 including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only
 3 for the fee or commission it receives as a result of the lease arrangement. The DBE does not
 4 receive credit for the total value of the transportation services provided by the lessee, since these
 5 services are not provided by a DBE.

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

11 4. If CONSULTANT listed a non-certified DBE 1st tier subcontractor to perform work
 12 on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or
 13 purchases materials and/or supplies from a lower tier DBE certified subcontractor or vendor, the
 14 value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral
 15 DBE participation on the contract.

16 H. DBE subcontractors listed by the CONSULTANT in its "DBE Race-Neutral Participation
 17 Listing" (Exhibit D-2) submitted at the time of proposal submission shall perform the work and supply
 18 the materials for which they are listed, unless the CONSULTANT has received prior written
 19 authorization from the AUTHORITY to perform the work with other forces or to obtain the materials from
 20 other sources. CONSULTANT shall provide written notification to AUTHORITY in a timely manner of
 21 any changes to its anticipated DBE participation. This notice should be provided prior to the
 22 commencement of that portion of the work.

23 I. In the event CONSULTANT identifies additional DBE subcontractors or suppliers not
 24 previously identified by CONSULTANT for race-neutral DBE participation under the contract,
 25 CONSULTANT shall notify AUTHORITY by submitting "Request for Additional DBE Firm" form.
 26 CONSULTANT shall also submit, for each DBE identified after contract execution, a written

1 confirmation from the DBE acknowledging that it is participating in the contract for a specified value,
2 including the corresponding Scope of Work (a subcontract agreement can serve in lieu of the written
3 confirmation).

4 J. DBE Certification Status- If a listed DBE subcontractor is decertified during the life of the
5 project, the decertified subcontractor shall notify CONSULTANT in writing with the date of
6 decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project,
7 the DBE subcontractor shall notify CONSULTANT in writing with the date of certification.
8 CONSULTANT shall furnish the written documentation to AUTHORITY in a timely manner.

9 K. In compliance with State and Federal anti-discrimination laws, CONSULTANT shall affirm
10 that they will not exclude or discriminate on the basis of race, color, national origin, or sex in
11 consideration of contract award opportunities. Further, CONSULTANT shall affirm that they will
12 consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination
13 objectives.

14 **ARTICLE 22. PROHIBITED INTERESTS**

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

18 B. No member of or delegate to, the Congress of the United States shall have any interest,
19 direct or indirect, in this Agreement or to the benefits thereof.

20 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

26 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,

1 descriptions, and all other written information submitted to CONSULTANT in connection with the
2 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
3 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
4 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
5 such material. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or
6 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
7 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
8 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
9 express written consent of AUTHORITY.

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

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

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

1 upon an existing U.S. letters patent or copyright.

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

10 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

26 /

1 **ARTICLE 26. FORCE MAJEURE**

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

9 **ARTICLE 27. ALCOHOL AND DRUG POLICY**

10 A. CONSULTANT agrees to establish and implement an alcohol and drug program that
11 complies with 49 Code of Federal Regulations Part 655, produce any documentation necessary to
12 establish its compliance with Part 655, and permit any authorized representative of the United States
13 Department of Transportation or its operating administrations, the State Oversight Agency of California,
14 or AUTHORITY, to inspect the facilities and records associated with the implementation of the alcohol
15 and drug testing program as required under 49 CFR Part 655 and review the testing process.

16 B. CONSULTANT agrees further to certify annually its compliance with Part 655 before April
17 28, 2008 and to submit the Management Information System reports to, and when requested by,
18 AUTHORITY's Project Manager and AUTHORITY's Alcohol and Drug Program Manager. To certify
19 compliance CONSULTANT shall use the "Substance Abuse Certifications" and the "Annual List of
20 Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative
21 Agreements," which is published annually in the Federal Register.

22 C. On an annual basis, and no later than February 15 of each year, CONSULTANT shall
23 submit to AUTHORITY's Human Resources Division annual drug and alcohol testing data using the
24 appropriate FTA prescribed forms. The report shall cover testing conducted during the previous
25 calendar year. It shall be addressed as follows:

26 /

1 OCTA Human Resources
2 Attn: Alcohol and Drug Program Manager
3 550 S. Main Street
4 P. O. Box 14184
5 Orange, CA 92863-1584

6 D. Using the EZ format prescribed by the FTA for the annual report, CONSULTANT shall send
7 a quarterly drug and alcohol testing report to the Project Manager, with a copy to the Alcohol and Drug
8 Program Manager in Human Resources. The quarterly report must be submitted no later than the 15th
9 of the month following the close of each quarter (April, July, October, January).

10 E. CONSULTANT agrees further to submit upon request a copy of the Policy Statement
11 developed to implement its alcohol and drug testing program.

12 F. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

13 **ARTICLE 28. PRIVACY ACT**

14 CONSULTANT shall comply with, and assures the compliance of its employees with, the
15 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
16 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government
17 before the CONSULTANT or its employees operate a system of records on behalf of the Federal
18 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil
19 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
20 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

21 **ARTICLE 29. INCORPORATION OF FTA TERMS**

22 All contractual provisions required by Department of Transportation (DOT), whether or not
23 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular
24 4220.1E, as amended, are hereby incorporated by reference. Anything to the contrary herein
25 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other
26 provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any

1 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the
 2 FTA terms and conditions.

3 **ARTICLE 30. FEDERAL CHANGES**

4 CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures
 5 and directives, including without limitation those listed directly or by reference in the agreement
 6 between the AUTHORITY and FTA , as they may be amended or promulgated from time to time during
 7 this Agreement. CONSULTANT's failure to comply shall constitute a material breach of contract.

8 **ARTICLE 31. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

9 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any
 10 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
 11 Agreement, absent the express written consent by the Federal Government, the Federal Government is
 12 not a party to this Agreement and shall not be subject to any obligations or liabilities to the
 13 AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining
 14 to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these
 15 requirements in all of its subcontracts.

16 **ARTICLE 32. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
 17 **RELATED ACTS**

18 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act
 19 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
 20 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
 21 Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
 22 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
 23 assisted project for which this Agreement's work is being performed. CONSULTANT also
 24 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
 25 submission, or certification, the Federal Government reserves the right to impose penalties of the
 26 Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal

1 Government deems appropriate.

2 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious,
3 or fraudulent claim, statement, submission, or certification to the Federal Government under an
4 agreement connected with a project that is financed in whole or part with Federal assistance awarded
5 by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose
6 the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONSULTANT, to the
7 extent the Federal Government deems appropriate. CONSULTANT agrees to include this requirement
8 in all of its subcontracts.

9 **ARTICLE 33. RECYCLED PRODUCTS**

10 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
11 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
12 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the
13 procurement of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to
14 include this requirement in all of its subcontracts.

15 **ARTICLE 34. ENERGY CONSERVATION REQUIREMENTS**

16 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency
17 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
18 Conservation Act.

19 **ARTICLE 35. CLEAN AIR**

20 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
21 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation
22 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
23 appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its
24 subcontracts.

25 /

26 /

ARTICLE 36. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1042 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Kia Mortazavi
Executive Director, Development

SECTION V
SCOPE OF WORK

Central County Corridor Major Investment Study Scope of Work

Section 1 - Description of Project

The Orange County Transportation Authority (OCTA) is seeking proposals from qualified firms to conduct an eighteen (18) month strategic transportation study covering most of central Orange County. This is the second phase of a two-phase study. The Central Orange County Corridor-Phase I (Phase I) defined the current and future mobility problem in the Central Orange County Corridor study area and developed conceptual alternatives. This second phase, the Central County Corridor Major Investment Study (CCCMIS) is intended to focus on and analyze the issues and opportunities that were defined in Phase I. Ball Road borders the study area (Figure 1) on the north, the Costa Mesa Freeway (SR-55) on the east, Pacific Coast Highway on the south, and Beach Boulevard on the west. The CCCMIS will reevaluate, update and quantify the impacts, benefits and costs of each of the Phase I preliminary alternatives recommended for further study and recommend a locally preferred transportation strategy for the study area.

OCTA is seeking a Consultant with a full-range of professional and technical skills required to fulfill and effectively integrate the tasks outlined in this scope of work. The selected Consultant shall have a demonstrated understanding of Orange County's transportation system and the full range of challenges facing it over the next several decades. OCTA has retained a separate public outreach firm to develop and implement the public outreach component for the study. The Consultant selected for the technical study will participate in this public outreach effort including but not limited to team meetings, public workshops, and project input committees.

Alternatives that emerged during Phase I from the public outreach process and the advisory committees will be subject to a review and then comprehensive technical analysis conducted by the consultant team. Section 2 provides more information on specific consultant deliverables. The Consultant shall evaluate in detail, at a minimum, the following five (5) alternatives from Phase I in detail: (1) Alternative A – Improve System Efficiency (TSM/TDM); (2) Alternative B – Moderate Expansion of Existing System; (3) Alternative C – Significantly Expand SR-55; (4) Alternative D – Extend State Route-57 (SR-57) South Via the Santa Ana River; and (5) Alternative E - Plan for Post 2030 Growth. The SR-57 Extension portion of Alternatives D and E shall be evaluated only with those options that have a profile lower than the height of the existing bridges. These alternatives will be compared to a Baseline Transportation Program, which includes funded transportation improvements. The range of build alternatives includes highway, arterial, and multimodal projects.

Section 2 below provides detail on Consultant deliverables.

Section 2 - Scope of Work

Task 1: Project Management/ Coordination/ Administration

The objective of this continuing task is to coordinate and track the project schedules, reports and milestones, and manage critical path activities that must be completed as planned to maintain the project schedule. Discussion of required coordination with other agencies, advisory groups, and public outreach efforts is included in this section. Deliverables are listed at the end of Task 1.

1.1. Project Staffing

The Consultant Project Manager shall be responsible for the overall and daily management of the project for the Consultant team. The Consultant Project Manager shall commit the majority of his/her time to the management of the project on a monthly basis from initiation through the completion of the work included in this Scope of Work. The Consultant and sub-Consultant staff identified in the proposal shall commit their time to the project as proposed in the RFP response.

The Consultant Project Manager shall ensure the timely and integrated production of all study work tasks. The Consultant Project Manager may be expected to make presentations concerning the project, status and schedule to the OCTA Board and Committees, advisory groups and other parties. The Consultant Project Manager may be removed and replaced only with the written consent of the OCTA Project Manager. Due to the importance of consistent project management to the timely completion of the project, OCTA will consider the unauthorized removal of the Consultant Project Manager as grounds for termination of the contract. OCTA reserves the right to require the Consultant to remove and replace the Consultant Project Manager or any member of the Consultant/sub-Consultant team from the project for cause.

1.2. Project Management

All work shall be completed within eighteen (18) months after the Notice-to-Proceed in order to allow for timely and informed decision-making by OCTA. Upon receipt of the Notice-to-Proceed, the Consultant Project Manager shall prepare a Project Management Plan including a detailed project budget and schedule to include all of the tasks described in this Scope of Work. The project schedule shall include all activities (by work task, whether performed by the Consultant or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and float time. The schedule shall account for interface with, and review by, OCTA and other study participants. The project budget and schedule will be reviewed and approved by the OCTA Project Manager and shall be regarded as the baseline against which project status and progress is measured and reported. The Consultant Project Manager shall prepare a detailed flow chart for the project, including subtasks as appropriate. The Consultant Project Manager shall be responsible for timely transmittal of the data and information to all sub-Consultants in order that the sub-Consultants are able to maintain the project schedule.

The Consultant Project Manager shall communicate and coordinate in a timely manner all work and progress on the project with the OCTA Project Manager. Coordination and administration for the project shall include, but is not limited to, the following:

- Monthly progress reports, prepared by the Consultant Project Manager and submitted to the OCTA Project Manager, shall be included with each monthly invoice. Progress reports shall include: the status of work and budget by task; significant accomplishments; problems encountered and anticipated with potential solutions; decisions to be made by OCTA and/or other agencies; project schedule updates as needed; and work planned for the next month (by task and responsible person).
- Monthly invoices, prepared by the Consultant Project Manager and submitted to the OCTA Project Manager for approval and payment, shall be prepared to provide a summary of project budget activity-to-date and show costs against each major task,

and/or subtask as appropriate. Specific billing requirements will be provided by OCTA staff upon award of the contract.

- Project schedule, prepared by the Consultant Project Manager and submitted to the OCTA Project Manager for approval. The project schedule will be updated quarterly, or as required.
- Bi-weekly project meetings at OCTA offices, to include the Consultant Project Manager and other consultant staff as appropriate, and the OCTA Project Manager and other OCTA and Caltrans staff as appropriate, in order to review project status and progress as well as resolve key issues and potential problems. This shall include the preparation of all agendas and minutes for project meetings.
- Meeting minutes shall be prepared by the Consultant Project Manager for submittal, review and concurrence to the OCTA Project Manager within five working days of the progress meeting. Minutes shall include identification of an action plan and any schedule, and/or budget, revisions based upon the content and outcome of the progress meetings. In addition, minutes shall be prepared on all public meetings and meetings with review committees and submitted to the OCTA Project Manager within five working days of each meeting.

The Consultant Project Manager shall develop and implement a document control system to manage the following project documents and others as required:

Primary and secondary data sources
Contract and financial control documents
Correspondence
Memoranda
Study documents
Technical memoranda
Working papers
Draft and final reports
Review comments on products
Computer-based information
Graphics
Handouts, etc.
Mapping
Meeting minutes
Photographs
Miscellaneous

The Consultant Project Manager shall consolidate all of the above tasks into a Project Management Plan to be submitted for review and approval by the OCTA Project Manager. The Project Management Plan shall be considered a working document and will be updated for review and approval as required.

1.3. Coordination with Other Agencies and Public Outreach

OCTA staff will have primary responsibility for interagency coordination and public outreach. The Consultant shall assist in interagency coordination through active participation in meetings scheduled at project milestones and working meetings with other agency technical staff as

needed. Meetings shall be held at key project milestones with review copies of study documents distributed two weeks prior to each meeting.

A three-committee approach shall be used for organizing and communicating with elected officials (Policy Advisory Committee), agency staff (Project Technical Advisory Committee) and stakeholders (Stakeholders Working Group). OCTA will convene up to nine (9) meetings with the Policy Advisory Committee (PAC), up to sixteen (16) meetings with the Project Technical Advisory Committee (TAC) and up to seven (7) meetings with the Stakeholders Working Group (SWG). In addition to monthly technical committee meetings, the Consultant shall meet with individual cities and other agencies on a one-on-one basis as required. In addition, the Consultant shall participate in up to two group meetings with federal and state Resource Agency staff. The Consultant shall participate in these meetings and shall provide meeting minutes summarizing discussion highlights and follow-up actions within five (5) working days. The Consultant shall provide graphics for these meetings as appropriate.

A separate public outreach consultant has been retained for the project. This public outreach consultant shall develop an outreach plan to gather public input into the study process. While the final public outreach plan has not been finalized at this time, the project Consultant shall participate in up to six (6) public workshops convened throughout the study process.

Task 1 Deliverables:

- Project management plan (one reproducible master and 3 copies)
- Monthly progress reports (one reproducible master)
- Attendance at bi-weekly project meetings and other intergovernmental meetings
- Project schedule (MS Project 2000 format e-mailed twice monthly to the OCTA project manager)
- Attendance, agendas and meeting minutes for bi-monthly project meetings and all other public/advisory/group meetings including distribution of minutes to public agencies
- Graphics and presentation aids required for all meetings
- Participation in public outreach plan including 9 PAC, 16 TAC, 7 SWG meetings and up to 6 public workshops.
- Technical memorandum and reports shall also be provided in electronic form (MS Word 2002 format)
- All electronic data produced and supporting this Study shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with OCTA/Caltrans software programs.
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabases (MS Access) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files or Mr. Sid mosaics with OCTA's prior approval. Raster data can be delivered in ArcGRID format using OCTA's standard coordinate system. Hard copies of project files at completion

Task 2: Data Collection Technical Memorandum and Periodic Updates

This task involves the collection and assembly of existing information in the vicinity of the central Orange County corridor study area. The data will include, but is not limited to traffic and truck counts, as-built plans (Caltrans plans to include confidentiality agreement), existing roadway geometrics and intersection configurations, bicycle and pedestrian facilities, environmental

databases, existing utilities (to be completed by OCTA in coordination with Caltrans), and physical features of the corridor. The traffic data collection shall include intersection turning movement counts where available and applicable. The Consultant shall also perform field reconnaissance where necessary (includes gathering of encroachment permits, if needed) to augment gaps in existing data. OCTA can provide, under license agreement to the Consultant, specific transportation GIS centerline files, demographic data sets, and other data as requested.

The Consultant shall review and synthesize existing local, regional, and state planning documents pertaining to the study area. The Consultant shall prepare a list of pertinent documents to be provided by OCTA and the participating agencies. This list shall include all pertinent OCTA reports and documents. In addition to reviewing completed studies and projects, the Consultant shall review relevant studies and projects planned or already underway within central Orange County and identify any "gaps" in the transportation planning and implementation process.

Task 2 Deliverables:

- Data collection technical memorandum (Technical Memorandum # 1) presenting data collection requirements by agency and necessary delivery dates (one reproducible master copy in electronic format)
- Periodic written status reports on data collection efforts (one reproducible master copy)
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word 2002 and PowerPoint 2002 formats)
- All electronic data produced and supporting this Study shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with OCTA/Caltrans software programs.
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabases (MS Access) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files or Mr. Sid mosaics with OCTA's prior approval. Raster data can be delivered in ArcGRID format using OCTA's standard coordinate system. Hard copies of project files at completion

Task 3: Revision and Evaluation Conceptual Alternatives from Phase I

The Consultant shall develop a revised concept for the SR-57 Extension portion of Alternatives D and E. This revised concept shall have a profile lower than the current bridges over the Santa Ana River. The Consultant shall then assist OCTA in identifying and delivering an initial set of evaluation criteria to be presented in Technical Memorandum #2. Once the evaluation criteria is reviewed and approved, the Consultant shall assist OCTA in reviewing, updating and refining the five (5) recommended preliminary alternatives from Phase I that represent a range of multi-modal improvements for the study area. The Consultant shall work closely with OCTA, cities, and Caltrans to refine the preliminary alternatives into a Conceptual Alternatives Technical Memorandum (Technical Memorandum # 3).

3.1. Develop Revised Concept for the SR-57 Extension (Alternatives D, E)

The Consultant shall work closely with OCTA to revise the definition of the SR-57 Extension identified in Alternatives D and E from Phase 1. These two alternatives included extending the SR-57 on structure south of its current terminus to the I-405. As a result of recent Board direction, the revised definition shall only include an SR-57 Extension with vertical profiles lower than the current bridges across the Santa Ana River. This revised definition shall include, but not be limited to vertical and horizontal alignment as well as freeway and arterial access locations. This conceptual definition shall be to the level appropriate to use for Task 3.3 below and for the Initial Screening in Task 4.

3.2. Evaluation Criteria Technical Memorandum (# 2)

In this task, the Consultant shall work closely with OCTA and the project committees to identify an initial set of criteria to evaluate and screen alternatives throughout the study. The resulting criteria shall include qualitative as well as quantitative factors.

The Consultant shall review the applicable documents to identify possible local and regional evaluation criteria factors. The Consultant shall provide a description of the proposed evaluation factors and possible measurement tools.

3.3. Reviewing and Refinement of Recommended Preliminary Alternatives from Phase I

The Consultant shall work closely with OCTA, cities, and Caltrans to review, update and provide detail for the five (5) recommended preliminary alternatives from Phase I that represent a range of improvements for central Orange County. This shall include any changes or modification to the Preliminary Alternatives as a result of recent planning efforts. Examples include but are not limited to: OCTA's signal synchronization demonstration projects, the passage of the Renewed Measure M, the Bristol Street Widening Project, removal of the proposed Centerline Light Rail Transit Study, recent and ongoing Project Study Reports and OCTA's Bus Rapid Transit planning. The Consultant shall incorporate the revised SR-57 Extension concept from Task 3.1 into Alternatives D and E. For each preliminary alternative, the Consultant shall develop summary cross-section diagrams presenting the overall potential "footprint" of each alternative. GIS maps and supporting graphics showing potential limits for each alternative shall also be prepared by the Consultant team. Locations of new and/or proposed facilities such as park-and-ride lots, high occupancy vehicle drop ramps, new freeway ramps and interchanges, etc., shall be clearly described in Task 3.3.

3.4. Conceptual Alternatives Technical Memorandum (# 3)

For Task 3.4, the Consultant shall refine the preliminary alternatives into formal conceptual alternatives for transportation modeling and screening in Task 4. The Consultant shall prepare a Conceptual Alternatives Technical Memorandum presenting the alternatives including assumptions for the "No Build" alternative. The Consultant shall also develop lane diagrams for each recommended highway/arterial improvement identified in Task 3.3. The lane diagrams shall allow the project participants to understand how improvements should be modeled and evaluated in the initial screening phase (Task 4). The lane diagrams shall be included within the Conceptual Alternatives Technical Memorandum describing each conceptual alternative.

Task 3 Deliverables:

- 3.1: Revised SR-57 Extension Concept (to include alignment and access points)
- 3.2: Draft evaluation criteria technical memorandum (one reproducible master and 10 copies) and final evaluation criteria technical memorandum # 2 (one reproducible master and 10 copies)
- 3.3: Cross-sections and maps for Conceptual Alternatives (PowerPoint presentation and 10 copies)
- 3.4: Draft and final lane diagrams for Conceptual Alternatives Technical Memorandum (one reproducible master and 10 copies)
- 3.4: Draft and final Conceptual Alternatives Technical Memorandum # 3 (one reproducible master and 10 copies)
- Response to comments matrices for all deliverables, as deemed necessary by OCTA Project Manager
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word 2002 and PowerPoint 2002 formats)
- All electronic data produced and supporting this Study shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with OCTA/Caltrans software programs
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabases (MS Access) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with “world” files or Joint Photographic Experts Group (JPEG) with “world” files or Mr. Sid mosaics with OCTA’s prior approval. Raster data can be delivered in ArcGRID format using OCTA’s standard coordinate system. Hard copies of project files at completion

Task 4: Technical/Environmental Screening

The Consultant shall provide an initial technical and environmental screening of the Task 3 Conceptual Alternatives. Screening efforts at this point in the process are intended to provide a feasibility check by evaluating the identified alternatives against a full range of technical and environmental factors. Consultant work in this phase shall result in the identification of a reduced set of alternatives to be studied in more detail in Task 5. Supporting project elements, such as the Purpose and Need Statement and evaluation criteria, may be refined as part of Task 4.

4.1. Conceptual Constraints Analysis (technical memorandum # 4)

The Consultant shall develop a general and specific physical and operational constraints memorandum based on the information collected in Phase I and the tasks listed above. The constraints analysis shall include a detailed assessment of SR-55, SR-57, and the Santa Ana River as an alignment for the extension of SR-57 as identified in Task 3. The analysis shall consist of, but not be limited to, the following: a review of existing facility geometrics, overpasses and underpasses, vertical clearances, existing grades, interchange configurations, topography, hydrology and the location of major drainage facilities. The review of operational characteristics shall include, at a minimum, weave and merge areas, speeds, and traffic control devices. Other constraints to be addressed include, but are not limited to: current transportation, community, and known environmental characteristics; local, state and federal regulatory policies; major physical (natural or manmade) features such groundwater recharge facilities, utilities or facilities’ features and operations. These constraints shall be considered

during the initial screening of the conceptual alternatives. This information shall be presented in the Initial Screening Report (Task 4.4).

4.2. Travel Demand Forecasting – Pass 1 (technical memorandum # 5 and presentations)

OCTA will be responsible for the travel demand forecasting of each alternative to be studied during the various phases of the project. This task shall also include Average Daily Traffic and Peak Hour Analysis. The Consultant shall be responsible for preparing travel demand forecasting inputs. Exhibit A lists specific information to be provided by the Consultant for modeling purposes. Travel demand forecasting is expected to occur throughout the study process, as alternatives are refined. Horizon-year forecasts will be prepared using the Orange County Transportation Analysis Model (OCTAM) with OCP 2006 and Regional Transportation Plan (RTP) 2008 demographics. OCTA will evaluate the model results with the Consultant. OCTA will prepare model outputs, text-file reports, and plots to be used by the Consultant for measuring the effectiveness of each proposed alternative.

As part of Task 4.2, the Consultant shall develop the transportation network assumptions (e.g., number of lanes by direction for arterials and freeways, new and improved freeway connectors or bridges, new park-and-ride facilities, transit alternatives, etc.). The Consultant shall also interpret the modeling results and prepare presentations. The results of this analysis shall be included in the Initial Screening Report.

4.3. Initial Screening Report (report and presentations)

The Consultant shall work closely with OCTA and the project study committees to screen the Conceptual Alternatives. These screening efforts shall result in the definition of a range of alternatives, which are relevant to the Corridor Mobility Problem. The “screened” alternatives shall include, at a minimum, the Baseline Transportation Program, a Transportation Systems Management/Transportation Demand Management (TSM/TDM) Strategy, as well as a minimum of three (3) reasonable and feasible “build” alternatives. Order-of-magnitude cost estimates (capital and operating) shall be prepared for all conceptual alternatives. These alternatives shall be compared to the Baseline Transportation Program.

The level of analytical detail shall be appropriate to this level of initial screening. Before initiating the evaluation work, the Consultant shall identify and obtain approval on the appropriate measurements to evaluate these factors. Consensus on screening procedures (identified in Task 3.2) shall also be developed prior to extensive consultant work. In addition, draft and final evaluation results shall be presented to and discussed with the appropriate advisory groups.

The Consultant shall thoroughly document why alternatives from the Conceptual Alternatives task were recommended to be eliminated. This documentation will be important for the ongoing decision-making process and future environmental analysis. The Initial Screening Report outlining concurrence on alternatives emerging from the screening process shall be brought to the appropriate committees and the OCTA Board of Directors and public for review and discussion.

4.4. Refine Supporting Elements (technical memorandum # 6; report updates)

In Task 4.4, the Consultant shall update the evaluation criteria to reflect any changes proposed in the screening process. Further, the Purpose and Need Statement, developed in Phase I,

may need updating at this point in the process, and the Consultant shall update the Purpose and Need document as necessary.

Task 4 Deliverables:

- 4.1: Draft Conceptual Constraints Analysis technical memorandum # 4 (one reproducible master and 10 copies) plus final Conceptual Constraints Analysis technical memo (one reproducible master plus 10 copies)
- 4.2: Network assumptions technical memorandum #5 for all conceptual improvements for transportation demand modeling (one reproducible master)
- 4.2: Presentation on network assumptions and modeling results
- 4.3: Draft Initial Screening Report (one reproducible master and 20 copies) plus final Initial Screening Report (one reproducible master and 10 copies)
- 4.3: Initial Screening Presentations
- 4.3: Order of magnitude cost estimates and methodology for all conceptual alternatives
- 4.4: Updated supporting elements such as evaluation criteria (technical memorandum #2) and Purpose and Need statement (technical memorandum #6).
- Attendance at and preparation of supporting materials (i.e., display boards, handouts, etc.) for public workshops as necessary
- Response to comments matrices for all deliverables, as deemed necessary by OCTA Project Manager
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word 2002 and PowerPoint 2002 formats)
- All electronic data produced and supporting this Study shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with OCTA/Caltrans software programs
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabases (MS Access) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files or Mr. Sid mosaics with OCTA's prior approval. Raster data can be delivered in ArcGRID format using OCTA's standard coordinate system. Hard copies of project files at completion

Task 5: Technical / Environmental Analysis

The Consultant shall conduct studies to provide relevant technical and environmental information on alternatives (Baseline Transportation Program, TSM/TDM, and a minimum of 3 build alternatives) emerging from the Task 4 screening process. Key studies to be completed by the Consultant in Task 5 include: conceptual engineering, environmental assessment, travel demand forecasting (develop inputs and interpret output), capital cost estimates, and operating and maintenance cost estimates. The Consultant shall also include additional study tasks as appropriate to provide and analyze information on items such as travel timesavings, congestion relief, and cost-effectiveness which supports specific evaluation criteria identified and developed earlier in the study.

5.1. Engineering analysis

The Consultant shall prepare conceptual engineering analysis for the alternatives emerging from the Initial Screening process. This process includes preparation of technical memoranda describing design standards and presenting initial findings on potential engineering constraints

prior to starting the conceptual engineering studies. Typical cross-sections, plans, and profiles shall also be prepared. Plan scales will range from 1:500 to 1:1000 depending on the specific alternative.

5.1.1. Physical Design Standards/Features (technical memorandum #7)

For Task 5.1.1, the Consultant shall refine physical design features and key site-specific characteristics for each of the alternatives. The overall purpose of this technical memo is to inform the study participants of design standards prior to conducting an engineering constraints analysis (see Task 5.1.2 below). The Consultant shall define basic physical design standards for each of the alternatives consistent with Caltrans design standards and Master Plan of Arterial Highway typical cross-sections. At this stage, the Consultant shall have a full understanding of the modal components that comprise each of the alternatives under consideration. The Consultant shall present conceptual-level design standards that address the following: (1) geometrics (e.g., design speed, minimum curve radii, allowable horizontal clearance, maximum grades, etc.); (2) minimum vertical clearances (e.g., arterial roadways, grade-separated crossings, structures); (3) cross-section characteristics (e.g., lane and shoulder widths, HOV treatments, etc.); (4) vehicle (bus and rail) characteristics (as applicable).

5.1.2. Detailed Constraints Analysis (technical memorandum # 8 and presentation)

The constraints analysis shall focus on identifying potential physical and policy constraints in order to refine the physical description of the proposed alternatives. Specific attention should be given to the constraints associated with use of the Santa Ana riverbed or any below grade alignment (if applicable) for any alternative alignment. Constraints to be addressed include, but are not limited to: local, state, and federal regulatory policies; utility operational policies; major property ownership boundaries; and current transportation, community, and environmental characteristics. Constraints shall also be identified based upon public comments, limited field investigations, parcel maps, aerial photographs, land use maps, and floodplain maps. Constraints on design elements shall be documented by the consultant team in a succinct technical memorandum and presentation.

5.1.3. Conceptual Engineering (typical cross-sections, plans, profiles, and cost estimates; report)

The purpose of this task is to further refine the physical and operational features of the alternatives and portray the results as horizontal and vertical alignments for each alternative in plan and profile drawings. Layout sheets shall use digital orthophotos as a background layer.

5.1.3.1. Mapping

The Consultant shall obtain aerial photography and mapping appropriate for the study's level of detail. The Consultant's proposal shall include recommended mapping limits, photo scale, contour interval, and mapping requirements.

5.1.3.2. Plans and Profiles

Typical cross-sections, plans, and profiles shall be prepared for each of the alternatives emerging from the final Initial Screening task. The engineering shall include all lane widening options, new and/or reconfigured interchanges/intersections, transit and non-motorized facilities (as appropriate), and under-crossings and over-crossings. The engineering shall be to full design standards, but consider non-standard specifications if and where appropriate. All non-standard features shall be appropriately documented. The following minimum design features must be addressed in this task: (1) lane and shoulder width; (2) design speed; (3) cross-slope; (4) grade; (5) super-elevation; (6) stopping sight distance; (7) horizontal and vertical alignment; and (8) horizontal and vertical clearance. Plan scales will range from 1:1000 to 1:2000 depending on location and alternatives.

5.1.3.3. Capital Cost Estimates

The Consultant shall prepare capital cost estimates for each of the screened alternatives based on the engineering performed in Task 5. Cost estimates shall be adequately documented and based on units from typical cross-sections, plans, profiles, and include all roadway and structure cost elements, right-of-way, environmental mitigation measures, utility relocation, supplemental work, and contingencies. Cost estimates shall be consistent with Caltran's latest cost estimating methodologies and databases. Cost estimates for transit alternatives shall also be developed.

5.1.3.4. Operating and Maintenance Costs (for transit alternatives)

For transit alternatives, the Consultant shall develop estimates of operating and maintenance (O&M) costs for each of the alternatives. The O&M estimates must be consistent with the modeling assumptions further described in Task 5.4 below.

5.2. Preliminary Environmental Assessment (draft and final reports)

For Task 5.2, the Consultant shall prepare a Preliminary Environmental Assessment (PEA) for the alternatives emerging from Task 4. The PEA provides the initial environmental evaluation of all feasible alternatives. The PEA shall also estimate the scope, schedule, and costs associated with completing environmental compliance for each of the alternatives. The PEA must clearly present and discuss the results of preliminary environmental studies in order to identify environmental constraints that may affect future design.

5.3. Travel Demand Forecasting – Pass 2 (technical memorandum # 9 and presentations)

As Task 5 proceeds, OCTA anticipates an additional round of transportation demand modeling to refine facility assumptions for each alternative. This task shall also include Average Daily Traffic and Peak Hour Analysis similar to Task 4.3. In addition, sensitivity analysis of related corridor studies shall be performed at this time. As in Task 4.3, OCTA will be responsible for the travel demand forecasting and related items listed therein. The Consultant shall prepare a concise technical memo updating modeling assumptions for OCTA's further modeling efforts. The Consultant shall also assist OCTA in interpreting model results and presenting these results to the project committees.

5.4. Refine Evaluation Criteria, Measures, and Methodologies (technical memorandum #10 and presentations)

In this task, the Consultant shall refine the evaluation criteria that will be used to evaluate the alternatives in Task 6. The Consultant shall review previously developed measures for each of the evaluation criteria. Preliminary findings generated by the engineering and environmental studies will enable the Consultant to finalize the evaluation measures to a level of sensitivity, which captures the comparative differences between alternatives. The Consultant shall identify necessary criteria modifications and document evaluation methodology.

5.5. Public Outreach (workshops and supporting materials)

As part of Task 5, the Consultant shall continue to participate in the public outreach plan for the study. OCTA anticipates at minimum of two public workshops for Task 5. The Consultant shall attend these workshops and prepare technical supporting materials as appropriate.

Task 5 Deliverables:

- 5.1: Draft Physical Design Standards/Features technical memorandum #7 (one reproducible master and 10 copies) plus final Physical Design Standards/Features technical memorandum (one reproducible master and 20 copies)
- 5.1: Draft Detailed Constraints technical memorandum # 8 (one reproducible master and 10 copies) plus final Detailed Constraints technical memo (one reproducible master and 10 copies)
- 5.1: Detailed Constraints Analysis presentation
- 5.1: Aerial photography and mapping appropriate for the study's level of detail
- 5.1: Draft typical section, plans, and profiles for "screened" alternative strategies (one reproducible 11x17 master set and 10 copies) plus final typical cross-sections, plans, and profiles (one reproducible 11x17 master set and 10 copies)
- 5.1: Draft capital cost estimates for the "screened" alternatives (one reproducible master and 10 copies) plus final capital cost estimates (one reproducible master and 10 copies)
- 5.1: Draft Operation & Maintenance (O & M) estimates for transit alternatives (one reproducible master and 10 copies) plus final O&M estimates (one reproducible master and 10 copies)
- 5.2: Draft Preliminary Environmental Assessment (one reproducible master and 10 copies) plus final Preliminary Environmental Assessment (one reproducible master and 10 copies)
- 5.3: Network assumptions technical memorandum # 9 for transportation demand modeling (one reproducible master)
- 5.3: Presentation on modeling assumptions and results
- 5.4: Draft technical memorandum #10 presenting updated evaluation criteria and results based on engineering and environmental analysis (one reproducible master and 10 copies) plus final technical memo (one reproducible master and 10 copies)
- 5.4: Presentations on updated evaluation criteria and results based on engineering and environmental analysis
- 5.5: Preparation of supporting materials (e.g., display boards, handouts, etc.) for public workshops as necessary and attendance at workshops

- Response to comments matrices for all deliverables, as deemed necessary by OCTA Project Manager
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word 2002 and PowerPoint 2002 formats)
- All electronic data produced and supporting this Study shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with OCTA/Caltrans software programs
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabases (MS Access) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files or Mr. Sid mosaics with OCTA's prior approval. Raster data can be delivered in ArcGRID format using OCTA's standard coordinate system. Hard copies of project files at completion

Task 6: Draft and Final Evaluation Reports

The Consultant shall prepare draft and final evaluation reports combining the results of technical /environmental analysis and public outreach. In addition, the draft and final reports shall include recommendations for a Locally Preferred Strategy for central Orange County transportation investments identified in the study.

6.1. Evaluation of Alternatives (technical memorandum #11 and presentations)

The Consultant shall use the evaluation methodology developed in previous tasks to organize and synthesize the planning, environmental, and technical information identified in previous sections. The evaluation shall directly compare the alternatives based on the final evaluation criteria. The Consultant shall structure the evaluation to highlight the key differences and trade-offs among the alternatives. The Consultant, working closely with OCTA staff and others, shall evaluate the alternatives based on the evaluation criteria, measures, and procedures developed in previous tasks. The evaluation shall include a calculation of the cost effectiveness of each alternative. Results shall be presented in draft and final technical memos and presentations. Preliminary recommendations for a Locally Preferred Strategy shall be included in the technical memoranda and presentations.

6.2. Evaluation of Alternatives Report (reports and presentations)

The Consultant shall prepare an administrative draft Evaluation of Alternatives Report which documents and summarizes the technical and environmental analyses as well as the evaluation results of preceding tasks. This analytic work shall be synthesized into a single, comprehensive assessment of the alternatives to begin to determine the relative differences and trade-offs. The report shall include preliminary recommendations for a Locally Preferred Strategy.

Upon completion of internal review, the Consultant shall revise the administrative draft Evaluation of Alternatives Report based on comments received from OCTA staff. The Consultant shall then circulate the draft Evaluation of Alternatives Report to obtain comments from participating agencies. OCTA will then initiate public and advisory group review of the draft Evaluation of Alternatives Report.

After public workshops (Task 6.3), the Consultant shall refine the report into a final version based on public feedback and agencies' comments.

6.3. Public Workshops

As part of Task 6, the Consultant shall continue to participate in the public outreach plan for the MIS. OCTA anticipates at minimum of two public workshops for Task 6. The Consultant shall attend these workshops and prepare technical supporting materials as appropriate.

Task 6 Deliverables:

- 6.1: Draft technical memorandum #11 presenting evaluation results (one reproducible master and 25 copies) plus final technical memorandum (one reproducible master and 25 copies) and presentations
- 6.2: Administrative draft Evaluation of Alternatives Report (one reproducible master and 3 copies)
- 6.2: Draft Evaluation of Alternatives Report (one reproducible master and 25 copies) plus final Evaluation of Alternative Report (one reproducible master and 25 copies) and presentations
- 6.3: Preparation of supporting materials (e.g., display boards, handouts, etc.) for public workshops as necessary and attendance at workshops
- Response to comments matrices for all deliverables, as deemed necessary by OCTA Project Manager
- Presentations, reports, and technical memorandum shall also be provided in electronic form (MS Word 2002 and PowerPoint 2002 formats)
- All electronic data produced and supporting this Study shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with OCTA/Caltrans software programs
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabases (MS Access) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files or Mr. Sid mosaics with OCTA's prior approval. Raster data can be delivered in ArcGRID format using OCTA's standard coordinate system. Hard copies of project files at completion

Exhibit A – Travel Demand Forecasting Inputs

Source: OCTA Transportation Analysis Department

A network assumptions technical memorandum including each alternative shall be developed identifying in detail every project contained within each alternative. The alternatives will be compared to the No-Build/Baseline and TSM/TDM Alternatives. The memorandum documenting each alternative should contain specific project descriptions including, but not necessarily limited to, the following information:

Highway Elements:

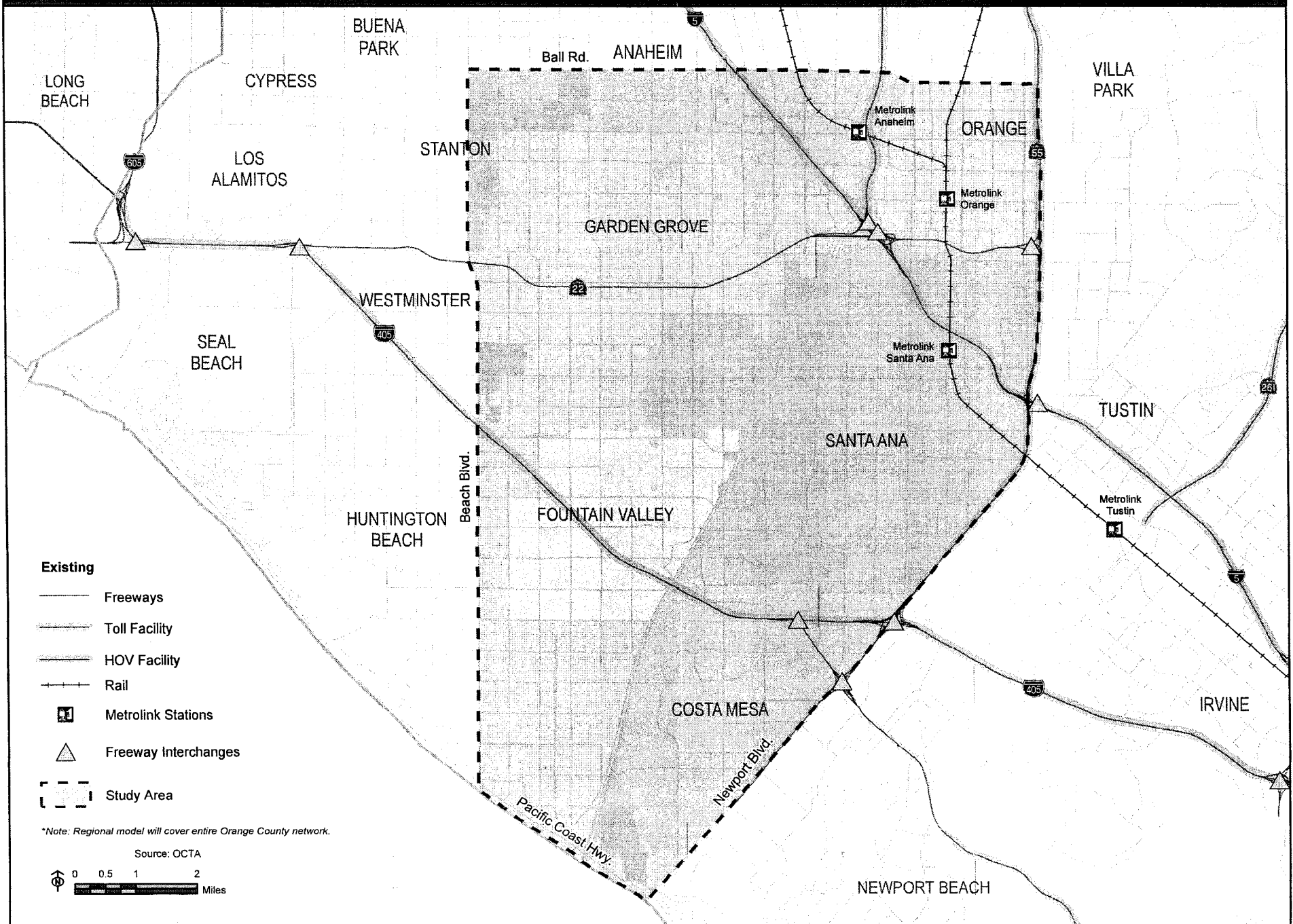
- Extents of project
- Number of additional lanes by direction
- Directional configuration of freeway or HOV connections
- HOV access/egress points
- Auxiliary lane characteristics/extents
- Network operational changes, i.e. reduction in capacity for potential on-street transit alternatives, freeway ramp braids, etc
- Supporting project figures, maps or diagrams

Transit Elements:

- Transit mode, i.e. local bus, express bus, bus rapid transit, light rail, etc.
- Specific routing description and diagram for all proposed transit routes
- Changes to existing transit routes
- Station location for bus rapid transit or light rail lines
- Travel times or speeds for bus rapid transit or light rail lines
- Identification of connections of proposed routes to existing transit service, i.e. Metrolink, Blue Line, etc.
- Supporting project figures, maps or diagrams

Central County Corridor Major Investment Study

FIGURE 1



SECTION VI

FORMS

EXHIBIT A
PARTY DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Chris Norby, Chairman

Peter Buffa, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Arthur C. Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

Richard T. Dixon, Director

Paul Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel A. Pulido, Director

Mark Rosen, Director

Gregory T. Winterbottom, Director

EXHIBIT A
PARTICIPANT DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

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

AND

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

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Chris Norby, Chairman

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Jerry Amante, Director

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn Cavecche, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Mark Rosen, Director

Gregory T. Winterbottom, Director

**EXHIBIT B
STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

Name _____
Title _____

Date

EXHIBIT C
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The

Firm name/principal

certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared Ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____,
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT C
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION

The

_____ Firm name/principal

certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE

_____ Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____ Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

_____ Signature of Attorney

_____ Date

EXHIBIT D

**RACE-NEUTRAL DBE SOLICITATION PROVISIONS
FOR
DOT-ASSISTED PROFESSIONAL SERVICES CONTRACTS****I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISIONS****A. DBE Policy and Applicability**

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

This DOT-assisted project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of small businesses, including DBEs as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

- Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.
- Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

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

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

B. Authority's New Race-Neutral DBE Policy Implementation Directives

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the Authority has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the Authority may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require an Offeror to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

C. Definitions

The following definitions apply to the terms as used in these provisions:

- i. ***"Disadvantaged Business Enterprise (DBE)"*** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- ii. ***"Small Business Concern"*** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and

EXHIBIT D

economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.

- iii. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
- a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f. Women, regardless of ethnicity or race.
- iv. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- v. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

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- vi. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- vii. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.
- a. Social Disadvantage
- 1) The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 - 2) The individual must demonstrate that he/she has personally suffered social disadvantage.
 - 3) The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
 - 4) The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
 - 5) The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
 - 6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
- b. Economic Disadvantage
- 1) The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

EXHIBIT D

- 2) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

D. DBE Proposal Submission Requirements**1. *“DBE Race-Neutral Participation Listing” (Exhibit D-2)***

If the Offeror is a DBE or intends to utilize DBE subconsultants and/or purchase goods or services from DBE vendors or DBE suppliers in the performance of this contract, the Offeror shall provide the following information for every DBE firm who will be proposed and/or listed to participate to facilitate capturing race-neutral DBE participation under this contract:

- a. The complete name and address of each DBE who will participate in the contract;
- b. A description of the work that each DBE will perform or provide;
- c. The dollar amount of the work to be performed or provided by the DBE;
- d. Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- e. The Offeror shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

The “DBE Race-Neutral Participation Listing” information must be submitted on Exhibit D-2, in a sealed envelope, and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive.

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In the event that the Offeror is not a DBE and/or does not intend to utilize DBEs in the performance of this contract, the Offeror shall indicate "None" under the column entitled "DBE Firm Name" of the "DBE Race-Neutral Participation Listing" (Exhibit D-2) and submit accordingly.

The "DBE Race-Neutral Participation Listing" form content will not be considered in evaluating the proposal or determining award of any contract.

2. "Bidders List" (Exhibit D-3)

The U.S. Department of Transportation (DOT) requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Authority's overall annual DBE goal-setting process. Therefore, the Offeror shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Firm's status as a DBE or non-DBE;
- d. Age of the firm;
- e. Type of services provided by the firm; and
- f. Range of annual gross receipts for the last year.

The "Bidders List" information must be submitted on **Exhibit D-3** and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive.

The "Bidders List" content will not be considered in evaluating the proposal or determining award of any contract.

E. DBE Certification

The Authority requires all DBEs listed by Offeror for participation to be certified as eligible DBEs at the time of proposal submission. Only participation by DBEs certified under the DOT regulations published under 49 CFR Part 26 may be credited towards race-neutral DBE participation. It is the responsibility of the Offeror to verify the DBE certification status of all listed DBEs.

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The Authority is a Certifying Member Agency of the California Unified Certification Program (UCP). The Authority will accept DBE certification from other certifying member agencies of the UCP, which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81. A listing of California UCP certifying member agencies is available from the UCP website, which can be accessed at <http://www.californiaucp.com>.

F. DBE Eligibility and Commercially Useful Function Standards

- i. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- ii. A DBE may participate as a prime consultant, subconsultant, joint venture partner with a prime or subconsultant, vendor of material or supplies, or as a trucking company.
- iii. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- iv. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.
- v. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
 - b. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

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G. DBE Crediting Provisions

- i. When a DBE is proposed to participate in the contract, either as a prime Consultant or Subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- ii. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subconsultant, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Consultant's race-neutral DBE attainment.
- iii. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 - a. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
- iv. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

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- v. Consultant may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
- a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- vi. If the Consultant listed a non-certified DBE 1st tier Subconsultant to perform work on this contract, and the non-certified DBE subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

H. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in DOT-assisted contracts. Therefore, Offerors are hereby cautioned against knowingly and willfully using "fronts". The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately

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reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following field office: FTA Special Agent-in-Charge, 210 Mission Street, Room 2210, San Francisco, CA 94105-1839; Telephone: (415) 744-3133; Fax: (415) 744-2726.

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror shall complete and submit **Exhibit D-2: "DBE Race-Neutral Participation Listing"** in a **sealed envelope** with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. (NOTE: In the event of no race-neutral DBE participation, Bidder/Offeror shall mark "None" under the column entitled "DBE Firm Name".) The Bidder/Offeror shall refer to **RFP Section VI.G: "DBE Crediting Provisions"** for guidelines relative to DBE participation crediting. (Additional sheets may be duplicated as necessary.)

The DBE information and content provided under Exhibit D-2: "DBE Race-Neutral Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*:		DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____		
Business Address:			Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:			Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:		Regular Dealer (60%)	Broker	
License No., Classification and Expiration:			Manufacturer (100%)	Trucker	
Subcontract Amount:					

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

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EXHIBIT D-2**

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

Bidder/Offeror:	
Business Address:	
Contact Name:	Title:
Phone: ()	Fax: ()

Total Contract Amount:	\$		
DBE Race-Neutral Participation Value (% of Total Contract Value): <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	%	DBE Race-Neutral Participation Dollar (\$) Value: <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	\$

Signature of Authorized Representative	Printed Name
Date	Title



Project Name: Central County Corridor Major Investment Study

BIDDERS LIST
[EXHIBIT D-3]

Bidder/Offeror: _____ IFB/RFP No.: 8-1042

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on *Form D-5: "Bidders List"* for every firm who submitted a bid, proposal or quote, including the primary Bidder/Offeror, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. ***The "Bidders List" content will not be considered in evaluating the bid/proposal or determining award of any contract.***

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

Project Name: Central County Corridor Major Investment Study

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

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

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

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

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit the required "Bidders List" form will deem the Bidder/Offeror non-responsive.

EXHIBIT E DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) <p style="text-align: center;">(attach Continuation Sheet(s) SF - LLL - A if necessary)</p>	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI): <p style="text-align: center;">(attach Continuation Sheet(s) SF - LLL - A if necessary)</p>	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

(The rest of the page is a large empty rectangular box for reporting details.)

Authorized for Local Reproduction
Standard Form - LLL - A

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. Definitions

1. Authority, as used in this clause, means Orange County Transportation Authority or, in the event of our assignments of interest, the Orange County Transportation Authority (OCTA).
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education assistance Act (25 U.S.C. 4508) and include Alaskan natives.
4. Influencing or attempting to influence, as used in this clause, means making with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual, who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection 101(3), title 37, United States Code.
 - c. A special Government employee, as defined in section 202, title 18, United State Code.
 - d. An individual who is a member of a Federal advisory committee, as defined buy the Federal Advisory Committee Act, title 5 Untied States Code, appendix 2.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
8. Reasonable compensation, as used in this cause, means with respect to a regularly employed officer of employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished incorporation with the Federal Government.
9. Reasonable payment, as used in this clause, means with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector
10. Recipient, as used in this clause, includes the Contractor and all subcontractors. this term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An

officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as he or she is employed by such person for 130 working days.

12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental studies and powers

B. Prohibitions

1. Section 1352 of title 31, United State Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal translation) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - 1) The prohibition on the use of appropriated funds, in subparagraph B.1 of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered federal action.

- 2) For purposes of paragraph B.3.a.1 this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- 3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:
 - a) Discussing with an agency (including individual demonstrations) the qualities and characteristics of person's products or services, conditions or terms of sale, and service capabilities.
 - b) Technical discussions and other activities regarding the application for adaptation of the person's products or services for an agency's use.
- 4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action"
 - a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action
 - b) Any reasonable payment to a person, other than an officer or employee of a person requesting for receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application

or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- 5) For purposes of paragraph B.3.a.1) of this clause, professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. thus, for example communications with the intent to influence may be a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action
- 6) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- 7) Only those services expressly authorized by paragraph B.3.b.1) a) and b) of this clause are permitted under this clause.

- 8) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- 1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, Attachment to the bid package if such person has made or had agreed to make any payment using nonappropriated funds (to **include** profits from any covered Federal action), which would be prohibited under subparagraph B.1 of this clause, if paid for with appropriated funds.
- 2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph B.1 of this clause. An event that materially affect the accuracy of the information reported includes:
 - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- 3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- 4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the District

at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

d. Agreement.

The Contractor agrees not to make any payment prohibited by this cause.

e. Penalties

- 1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable
- 2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

EXHIBIT F
CERTIFICATION OF COMPLIANCE REGARDING

ALCOHOL AND DRUG POLICY

49 Code of Federal Regulations (CFR) Part 655

The _____
Firm name/principal

Hereby certifies that it **will comply** with the applicable alcohol and drug regulations in 49 CFR Part 655.

Signature

Title

Date

Or:

The _____
Firm name/principal

Hereby certifies that it **cannot comply** with the applicable alcohol and drug regulations in 49 CFR Part 655.

Signature

Title

Date

DRAFT

COOPERATIVE AGREEMENT C-8-0092

BETWEEN

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

REGARDING THE CENTRAL COUNTY CORRIDOR MAJOR INVESTMENT STUDY

This Cooperative Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the **Orange County Transportation Authority** ("OCTA"), and the **Southern California Association of Governments** ("SCAG"), collectively referred to herein as the "Parties."

Recitals

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a regional transportation plan (RTP) and transportation improvement program (RTIP) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional or support services from time to time related to its work regarding the RTP and RTIP; and

WHEREAS, OCTA is a transportation commission within the SCAG region, and has a common interest with SCAG in the development of transportation projects and strategies that will help relieve traffic congestion and increase mobility for people and for freight; and

WHEREAS, in 2005, OCTA completed the Central Orange County Corridor Study – Phase I, which identified conceptual alternatives to improve mobility in central Orange County; and

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70007

1 **WHEREAS**, the purpose of this Cooperative Agreement is for SCAG to provide
 2 funding to OCTA to procure consultant services to perform the Scope of Work identified in
 3 OCTA's Request for Proposal (RFP #8-1042) ("RFP" herein), issued February 13, 2008,
 4 regarding a "strategic transportation study covering most of central Orange County" that "will
 5 quantify the impacts, benefits and costs of each of the Phase I preliminary alternatives
 6 recommended for further study and suggest a locally preferred transportation strategy for
 7 the study area" (hereinafter referred to as the "Central County Corridor Major Investment
 8 Study" or "Project"); and

9 **WHEREAS**, OCTA intends to perform the Project;

10 **WHEREAS**, the Project will begin on the date indicated herein and is planned to
 11 continue through January 31, 2010; and

12 **WHEREAS**, SCAG has programmed \$177,060 in Federal Transit Administration
 13 (FTA) 5305 Statewide Transit Planning Study Funds and \$22,940 in Transportation
 14 Development Act (TDA) funds, for a total of \$200,000, into its OWP for Fiscal Year 2007-
 15 2008 for the Central County Corridor Major Investment Study; and

16 **WHEREAS**, OCTA agrees to provide Local Match ("Match") for the Project, and shall
 17 not begin work on the Project until SCAG issues a Notice to Proceed. OCTA also agrees to
 18 provide, or have provided, the additional funding for the Project; and

19 **WHEREAS**, all obligations of SCAG under this Agreement are subject to the
 20 availability of Federal funds, and approval of SCAG's OWP by applicable federal agencies,
 21 including FTA and the Federal Highways Administration (FHWA). SCAG's fiscal year is
 22 from July 1 through June 30;

23 **NOW, THEREFORE**, it is mutually agreed by the Parties that:

24 **ARTICLE 1. INCORPORATION OF RECITALS**

25 The above-referenced recitals are a substantive part of this Agreement, and are
 26 incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK

A. OCTA agrees to procure consultants (the "Consultants") to perform the Scope of Work as described in Attachment "A," attached hereto and incorporated by this reference. Said Consultant procurement shall be in accordance with OCTA's procurement policies, and applicable federal flow-down provisions shall be specified in the Consultant contract.

B. SCAG shall only be obligated to make payment to OCTA for work performed as part of the Scope of Work as described in Attachment "A," up to the maximum amount of \$200,000. SCAG intends to use federal funds to meet its funding obligations described herein. OCTA agrees to comply with applicable clauses associated with SCAG's funding source, as further described herein.

C. OCTA will procure Consultants to perform the Scope of Work, through a competitive process, with the participation of SCAG. SCAG shall be entitled to participate in the selection of the Consultants, and will have one vote to be used for selecting the Consultants through proposal evaluations and interviews for the RFP.

D. Subject to the execution of a valid, enforceable contract between OCTA and the Consultants, OCTA shall be responsible for managing the Consultants in performing the Scope of Work, with periodic status reports provided to SCAG's Project Manager. OCTA's Project Manager shall approve all invoices of Consultants.

E. OCTA's Project Manager will have final approval of all Consultants deliverables; provided, however, that prior to accepting a deliverable from the Consultants, OCTA's Project Manager will consult with SCAG's Project Manager, as appropriate.

F. For purposes of this Agreement, OCTA designates the following Project Manager for this Project:

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Charlie Larwood
Section Manager III
Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-5738

OCTA may change this designation by written notification to SCAG.

G. For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Philip Law
Corridors Program Manager
Southern Calif. Assoc. of Governments
818 W. 7th Street
Los Angeles, CA 90012
(213) 236-1841

SCAG reserves the right to change this designation upon written notice to OCTA.

ARTICLE 3. TERM

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until January 31, 2010, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon issuance by SCAG to OCTA of a Notice to Proceed.

ARTICLE 4. FUNDS/PAYMENT

A. Except as expressly provided herein, SCAG shall commit to fund the Project up to the maximum amount of \$200,000 dollars during the term of the Agreement. SCAG shall only be obligated to make a payment to OCTA only for work provided under this

1 Agreement As of the Effective Date of this Agreement, SCAG has budgeted \$200,000 for
 2 Fiscal Year 2007-2008 for purposes of providing funding for the Project. Specifically, it is
 3 anticipated by the Parties that SCAG will provide funding for work related to Task 2 (Data
 4 Collection Technical Memorandum and Periodic Updates), Task 3 (Reevaluate Conceptual
 5 Alternatives from Phase I), and Task 4 (Initial Screening), of the attached Scope of Work.
 6 To the extent this approach requires any adjustment, the Parties agree to determine in
 7 writing which tasks within the Scope of Work would best support use of the funding provided
 8 by SCAG; provided, however, that regardless of the tasks mutually agreed upon by the
 9 Parties, in no event shall SCAG's contribution to the Project exceed \$200,000. Such writing
 10 may be evidenced by a letter from OCTA's Project Manager to SCAG's Project Manager.

11 B. Funds will be paid to OCTA by SCAG on a reimbursement basis. SCAG will
 12 reimburse OCTA for 90% of the eligible expenses incurred on furtherance of the Project up
 13 to \$200,000, during the term of this Agreement. In order to ensure that federal funds
 14 contributed by SCAG for purposes of this Agreement are used to pay for allowable costs,
 15 SCAG's Project Manager shall have the right to review Consultants' charges and progress
 16 reports, and reasonably determine that Consultants' work is an allowable cost pursuant to
 17 the requirements of SCAG's federal funding sources, and satisfactorily conforms to the
 18 project tasks, deliverables, and schedule described under the Scope of Work. OCTA is
 19 responsible to provide the required Match for the Project in accordance with the applicable
 20 statutes. The Match provided by OCTA shall be financed, with local, non-federal funds.

21 C. At least once a month OCTA shall invoice SCAG for eligible Project expenses
 22 sought to be reimbursed for up to the statutory federal participation, but not to exceed a total
 23 of \$200,000. All costs associated with the Project shall be identified on the invoice, along
 24 with documentation of the cash Match paid by OCTA, with invoices to be directed to
 25 SCAG's Project Manager. SCAG shall pay OCTA invoices within thirty (30) days of receipt.

26 /

1 D. Relative to an invoice, OCTA shall submit the following using the format of the
 2 sample invoice provided in Attachment "B," attached hereto and incorporated by this
 3 reference:

4 (i) an invoice with the following information included, but not limited to: the
 5 name of the Project, description of services performed, period of the service performed,
 6 Consultant name(s), actual hourly pay rate, total hours worked, fringe benefit rate, fringe
 7 costs, Consultant indirect cost rate (if applicable), Consultant indirect costs (if applicable),
 8 and total cost incurred;

9 (ii) a progress report that, in narrative form, describes progress toward
 10 completion of tasks, projects, and products, conformance with project schedules, and
 11 reporting of all costs incurred for the applicable WBS Number; and

12 (iii) upon request of SCAG, additional information or documentation to
 13 support the costs contained in the Invoice.

14 E. All costs charged pursuant to this Agreement shall be supported by properly
 15 executed payrolls showing labor (wage) rates per hour; copies of time records, including
 16 timesheets or time cards signed by the employee and approved by the supervisor; invoices
 17 and vouchers, evidencing in proper detail the nature of the charges, and other
 18 documentation requested by SCAG.

19 F. Year-end invoices and supporting documentation shall be received by SCAG
 20 on or before July 31st of each fiscal year. Invoices received after July 31st for work
 21 completed in the preceding fiscal year (July 1 through June 30) shall not be paid.

22 G. Project's reimbursements beyond June 30th of each Fiscal year are subject to
 23 the inclusion and funding agency approval of this Project in SCAG's OWP for each
 24 applicable Fiscal Year. In the event this Project is not approved in the OWP for any
 25 applicable Fiscal Year, SCAG reserves the right to terminate this Agreement effective June
 26

1 30th of the Fiscal Year in which funding was approved or to amend this Agreement to reflect
2 any reduction in funds.

3 **ARTICLE 4. INDIRECT COSTS**

4 OCTA shall comply with applicable federal regulations and policies. Indirect costs
5 whether used as matching costs or for reimbursable costs must be in accordance to a
6 federally- approved indirect cost plan. A copy of the indirect cost plan approval letter must
7 be received by SCAG within 30 days of issuance of the Notice to Proceed by SCAG as
8 applicable.

9 **ARTICLE 5. Quarterly and Financial Status Reports**

10 A. On a quarterly basis, or when requested by SCAG's Project Manager, OCTA
11 shall submit a Quarterly and Financial Status Report ("Report") in the format to be
12 determined by SCAG. The Report shall include, in narrative form, a description of progress
13 towards completion of tasks related to the Project and a reporting of all costs incurred
14 regarding the Project. Information regarding OCTA's Match for the Project shall also be
15 included on the Report.

16 B. On all documents submitted to SCAG for the Project, include the Report,
17 OCTA shall reference WBS Number 08-060.SCGC6.

18 **ARTICLE 6. COST PRINCIPLES**

19 A. OCTA agrees to comply with the following:

20 (i) The Contract Cost Principles and Procedures, 48 Code of Federal
21 Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of
22 Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal
23 Governments)," shall be used to determine the allowability of individual project cost items,
24 and

25 /

26 /

1 (ii) The Federal administrative procedures in accordance with 49 Code of
 2 Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and
 3 Cooperative Agreements to State and Local Governments."

4 B. Any costs for which the OCTA receives payment or credit that is determined
 5 by a subsequent audit or other review by either SCAG, or other State or Federal authorities
 6 to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31,
 7 or 49 CFR, Part 18, are to be repaid by OCTA within thirty (30) days of the OCTA receiving
 8 notice of audit findings. Should OCTA fail to reimburse moneys due SCAG within thirty (30)
 9 days of demand, or within such other period as may be agreed between the Parties hereto,
 10 SCAG is authorized to withhold future payments due OCTA.

11 C. All costs charged to this Agreement by OCTA shall be supported by properly
 12 executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the
 13 nature of the charges, and shall be costs allowable under the cost principles cited above in
 14 paragraph a.

15 D. All reports and documents produced under this Agreement shall include the
 16 following statement:

17 "Funding: The preparation of this document was financed in part through
 18 grants from the United States Department of Transportation – FTA and
 19 FHWA."

20 **ARTICLE 7. WRITTEN AND ELECTRONIC VERSIONS OF WORK PRODUCTS**

21 A. OCTA shall submit four (4) double-sided copies and one electronic copy of all
 22 completed deliverables associated with the Project to the assigned SCAG Project Manager.

23 B. Subject to OCTA's rights, SCAG shall be free to use, reproduce, and reformat
 24 material developed under this Agreement. SCAG and FHWA/FTA reserve a royalty-free,
 25 nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize
 26 others to use deliverables identified under this Agreement for a government purpose.

1 SCAG will treat all documents with the word "DRAFT" as confidential, and under no
 2 circumstances are they to be circulated.

3 **ARTICLE 8. RECORDS RETENTION AND AUDITS**

4 A. OCTA shall maintain all source documents, books and records connected with
 5 its performance of work initiated under this Agreement for a minimum of three (3) years from
 6 the date of final payment to OCTA or until audit resolution is achieved for each annual
 7 applicable SCAG OWP, whichever is later, and shall make all supporting information
 8 available for inspection and audit by representatives of SCAG, the State, the Bureaus of
 9 State Audits, or the Federal Government upon request. Copies will be made and furnished
 10 by SCAG upon request at no cost to SCAG.

11 B. OCTA shall establish and maintain an accounting system conforming to
 12 Generally Accepted Accounting Principles (GAAP) to support the invoices related to this
 13 Agreement.

14 C. OCTA agrees to include all costs associated with this Agreement and any
 15 amendments thereto to be examined in SCAG's annual audit and in the schedule of
 16 activities to be examined under a single audit prepared by the OCTA in compliance with
 17 Office of Management and Budget Circular A-133.

18 D. Neither the pendency of a dispute nor its consideration by SCAG or the State
 19 will excuse OCTA from full and timely performance in accordance with the terms of this
 20 Agreement.

21 **ARTICLE 9. FEDERAL CERTIFICATIONS AND ASSURANCES**

22 A. As a sub-recipient of the State administered federal grant, OCTA shall comply
 23 with the requirements contained in SCAG's annual Certification and Assurances (FHWA
 24 and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of
 25 SCAG's OWP, pursuant to 23 CFR 450.334 and the Transportation Equity Act for the 21st
 26 Century and its successors thereto. This Certification shall be published annually in

1 SCAG's OWP. Such requirements shall apply to OCTA to the same extent as SCAG and
 2 may include, but are not limited to:

3 (i) 3 U.S.C. 134 and 135;

4 (ii) Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42
 5 U.S.C. 3) 7504, 7506(c) and (d);

6 (iii) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed
 7 by California under 23 U.S.C. 324 and 29 U.S.C. 794;

8 (iv) Section 1101(b) of the Transportation Equity Act for the 21st Century
 9 (Pub. L. 105-178, 112 Stat. 107), and any successor thereto, regarding the involvement of
 10 disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L.
 11 970424, 96 Stat. 2100, 49 CFR part 26); and

12 (v) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat.
 13 327, as amended) and the United States Department of Transportation (DOT) implementing
 14 regulations (49 CFR 27, 37, and 38).

15 B. OCTA shall additionally comply with the requirements contained in the annual
 16 FTA "Certifications and Assurances for FTA Assistance," including "Certifications and
 17 Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with
 18 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to
 19 OCTA to the same extent as SCAG, and include but are not limited, the following areas:

20 (i) Standard Assurances;

21 (ii) Debarment, Suspension, and Other Responsibility Matters for Primary
 22 Covered Transactions;

23 (iii) Drug Free Work Place Agreement;

24 (iv) Intergovernmental Review Assurance;

25 (v) Nondiscrimination Assurance;

26 (vi) DBE Assurance;

- 1 (vii) Nondiscrimination on the Basis of Disability;
- 2 (viii) Procurement Compliance Certification; and
- 3 (ix) Certification and Assurances Required by the U.S. Office of
- 4 Management and Budget.

5 C. Federal Lobbying Activities Certification.

6 (i) By signing this Agreement, OCTA certifies, to the best of their
 7 knowledge and belief, that no State or Federal funds have been paid or will be paid, by or
 8 on behalf of OCTA, respectively, to any person for influencing or attempting to influence an
 9 officer or employee of any State or Federal agency, a Member of the State Legislature or
 10 United States Congress, an officer or employee of the Legislature or Congress, or any
 11 employee of a Member of the Legislature or Congress in connection with the awarding of
 12 any State or Federal contract, the making of any State or Federal grant, the making of any
 13 Federal loan, the entering into of any cooperative agreement, or the extension, continuation,
 14 renewal, amendment, or modification of any State or Federal contract, grant, loan, or
 15 cooperative agreement.

16 (ii) If any funds other than State or Federal funds have been paid or will be
 17 paid to any person for influencing or attempting to influence an officer or employee of any
 18 Federal agency, a Member of Congress, an officer or employee of Congress, or an
 19 employee of a Member of Congress in connection with this Federal grant, OCTA, as
 20 applicable, shall complete and submit Federal Standard Form-LL, "Disclosure Form to
 21 Report Lobbying," in accordance with those form instructions."

22 (iii) This certification is a material representation of fact, upon which
 23 reliance was placed when this Agreement was entered into. Submission of this certification
 24 is a prerequisite for making or entering into this transaction imposed by Section 1352, Title
 25 31, U.S. Code and by the MFTA between SCAG and the State.

26 /

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. In the performance of work undertaken pursuant to this Agreement, OCTA shall affirmatively require that its employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. OCTA shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. OCTA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. OCTA shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

D. Sanctions for Noncompliance: In the event of noncompliance by OCTA with the nondiscrimination provisions of this Agreement, SCAG shall impose such contract sanctions as it or the U.S. Department of Transportation (DOT) may determine to be appropriate, including, but not limited to:

- (i) Withholding of payments to OCTA under this Agreement until OCTA complies, and/or
- (ii) Cancellation, termination or suspension of the Agreement, in whole or in part.

/

1 E. Incorporation of Provisions: OCTA shall include the provisions of this section
 2 in every subcontract, unless exempt from the regulations or directives issued pursuant
 3 thereto. OCTA shall take such action with respect to any subcontract or procurement as
 4 SCAG or the DOT may direct as a means of enforcing such provisions, including sanctions
 5 for noncompliance.

6 **ARTICLE 11. CONFLICT OF INTEREST**

7 OCTA shall comply with Federal and State conflict of interest laws, regulations and
 8 policies.

9 **ARTICLE 12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

10 A. It is the policy of SCAG, the California Department of Transportation, and
 11 DOT, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall
 12 have the maximum opportunity to participate in the performance of agreements financed in
 13 whole or in part with Federal funds provided under this Agreement.

14 B. OCTA and their employees shall not discriminate on the basis of race, color,
 15 national origin, or sex in the award and performance of any state or FHWA/FTA funds-
 16 assisted contract or in the administration of SCAG's DBE program per the requirements of
 17 49 CFR Part 2.

18 **ARTICLE 13. MUTUAL INDEMNIFICATION**

19 A. Neither OCTA nor any officer or employee thereof shall be responsible for any
 20 injury, damage or liability occurring by reason of anything done or omitted to be done by
 21 SCAG, or by its respective officers, agents, employees, contractors and subcontractors in
 22 connection with this Agreement. OCTA shall indemnify, defend and hold SCAG and its
 23 respective officers, agents and employees harmless from any liability and expenses,
 24 including without limitation, defense costs, any costs or liability for any claims for damages
 25 of any nature whatsoever arising out of and to the extent caused by any act or omission of
 26 OCTA or its officers, agents, employees, contractors or subcontractors in connection with

1 this Agreement, including, without limitation, procurement and management of the
2 Consultants.

3 B. Neither SCAG nor any officer or employee thereof shall be responsible for any
4 injury, damage, or liability occurring by reason of anything done or omitted to be done by
5 OCTA, or by its respective officers, agents, employees, contractors and subcontractors in
6 connection with this Agreement. SCAG shall indemnify, defend and hold OCTA and its
7 respective officers, agents and employees harmless from any liability and expenses,
8 including without limitation, defense costs, any costs or liability for any claims for damages
9 of any nature whatsoever arising out of and to the extent caused by any act or omission of
10 SCAG or its officers, agents, employees, contractors or subcontractors in connection with
11 this Agreement.

12 **ARTICLE 14. TERMINATION FOR CAUSE**

13 A. If through any cause, OCTA fails to fulfill in a timely and proper manner its
14 obligations under this Agreement, or violates any of the terms or conditions of this
15 Agreement or any applicable Federal and State laws and regulations, SCAG reserves the
16 right to terminate this Agreement upon thirty (30) days written notice to OCTA.

17 B. If through any cause, SCAG fails to fulfill in a timely and proper manner its
18 obligations under this Agreement, or violates any of the terms or conditions of this
19 Agreement or applicable Federal and State laws and regulations, OCTA reserves the right
20 to terminate this FA upon thirty (30) days written notice to SCAG. In the event OCTA
21 terminates the Consultants contracts, SCAG agrees to share in any costs of termination of
22 the Consultant contracts not to exceed the actual costs of work performed by the
23 Consultants prior to the date of termination.

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ARTICLE 15. NOTICE

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To OCTA: Arthur T. Leahy
Chief Executive Officer
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
Telephone: (714) 560-5584

To SCAG: Wayne Moore
Chief Financial Officer
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435
Telephone: (213) 236-1800
Fax: (213) 236-1825

ARTICLE 16. MISCELLANEOUS

A. This Agreement contains the entire understanding between the Parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this Agreement. There are no representations, agreements, arrangements or understanding oral or written, between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein.

B. This Agreement shall be construed and interpreted under the laws of the State of California.

/

1 C. In the event any part of this Agreement is declared by a court of competent
2 jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from
3 the remainder of the Agreement and the remaining provisions shall continue in full force
4 without being impaired or invalidated in any way.

5 D. No party may assign this Agreement or any part thereof, without written
6 consent and prior approval of every other party, and any assignment without said consent
7 shall be void and unenforceable.

8 E. No amendment, modification, alteration or variation of the terms of this
9 Agreement shall be valid unless made in writing and signed by the parties hereto and no
10 oral understanding or agreement pertaining to the subject matter of this Agreement and not
11 incorporated herein shall be binding on any of the Parties thereto. Time is of the essence
12 for each and every provision of this Agreement.

13 F. All Parties fully participated in drafting this Agreement.

14 **ARTICLE 17. EFFECTIVE DATE**

15 This Agreement shall be effective on the date on which the last of the Parties, whether
16 OCTA or SCAG, executes this document.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year herein written below:

ORANGE COUNTY TRANSPORTATION AUTHORITY ("OCTA")

By: _____ Date _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Kennard R. Smart, Jr.
General Counsel

By: _____ Date _____

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: _____ Date _____
Wayne Moore
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ Date _____
Joseph Burton
Chief Counsel/Director of Legal Services

Attachment "A" – Scope of Work

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SCAG shall only be obligated to make payment to OCTA for work performed under this Scope of Work. Subject to any further changes agreed upon by the Parties, SCAG anticipates making payment for work performed under Task 2 (Data Collection Technical Memorandum and Periodic Updates), Task 3 (Reevaluate Conceptual Alternatives from Phase I), and Task 4 (Initial Screening), of the attached Project Scope of Work, up to the maximum amount of \$200,000.

Attachment "B" – Sample Invoice

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INVOICE SAMPLE = With Cash Match from OCTA

Work Funded by SCAG \$200,000 CPG grant cash contribution to project

Invoice Date:
Invoice #:
Project # 08-060.SCGC6

Date Work Performed: From _____ to _____

Part I. Total Consultant Costs Paid by OCTA

Task #	Description	Current Invoice
	Task 1 - xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
	Task 2 - xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
	Task 3 - xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
Subtotal		_____

Attach documentation of consultant work performed for each task billed

Part II. Consultant Costs Billed to SCAG

Total From Part I	\$0.00
less cash match paid by OCTA (11.47% of total)	_____ \$0.00
equals amount billed to SCAG (88.53% of total)	\$0.00

Attach evidence of payment to consultant

Part III. Financial Summary:

	SCAG CPG Grant	Local OCTA Cash Match
Total Project Costs Incurred		
Less: Previous Invoices		
Current Invoice	0.00	0.00
Grant Amount	200,000.00	25,912.00
Less Cost Incurred	0.00	0.00
Grant Balance	200,000.00	25,912.00

Part IV. Certification of Non-Federal Match

I hereby certify that non-federal funds have been used for the cash match paid to the consultant.

Signature

Date

Name

Title

FOR SCAG USE ONLY
Approved By:
Signature
Name
Date



BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Customer Information Center Update

Transit Committee meeting of January 24, 2008

Present: Directors Brown, Green, Moorlach, Nguyen, Norby, Pulido, and Winterbottom
Absent: Director Dixon

Committee Vote

This item was passed by all Committee Members present.

Director Norby was not present to vote on this item.

Committee Recommendation

Return to the Orange County Transportation Authority Board of Directors in six months with an update on Customer Information Center call volume and the status of the Alta Resources' contract.



January 24, 2008

To: Transit Committee
From: Arthur T. Leahy, Chief Executive Officer
Subject: Customer Information Center Update

Overview

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

Recommendation

Return to the Orange County Transportation Authority Board of Directors in six months with an update on Customer Information Center call volume and the status of the Alta Resources' contract.

Background

This is the second in a series of reports to the Orange County Transportation Authority (OCTA) Board of Directors (Board) on the Customer Information Center (CIC). The CIC provides transit information to an increasing number of callers. Customers receive bus schedules, route information, and general bus information by calling the (714) 636-RIDE or (800) 636-RIDE telephone numbers. Inquiries relative to Customer Relations, ACCESS paratransit service, freeway services, rideshare, and Metrolink are transferred to the appropriate OCTA departments. The hours of CIC operation are as follows:

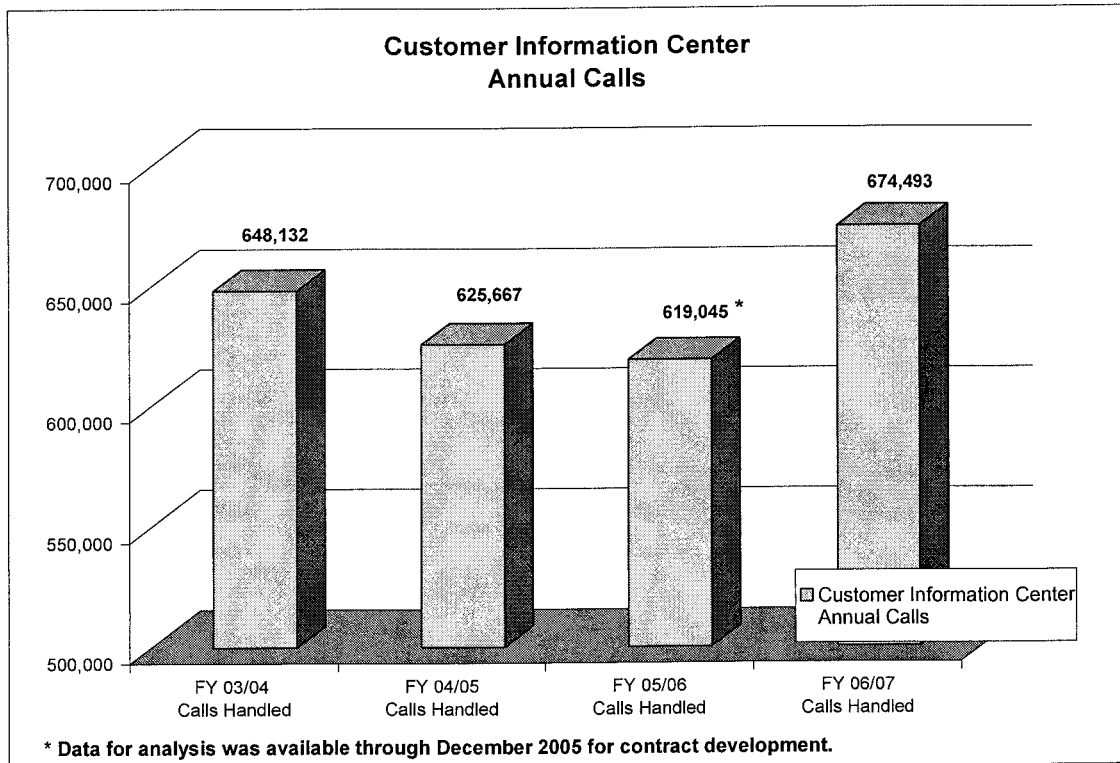
Weekdays: 5 a.m. – 10 p.m.
Weekends: 7 a.m. – 7 p.m.
Holidays: 8 a.m. – 5 p.m.

The customer information telephone call center is operated by Alta Resources and is located in Brea, California. There are five full-time operators of which four are bilingual and 26 part-time operators of which 12 are bilingual. The

pass sales function is staffed separately by three full-time employees, two of which are bilingual.

Discussion

The initial term for the Alta Resources' contract spans a 4½ year period, January 1, 2007 through June 30, 2011. When projecting the growth rate for this current contract, an increase in growth rate was not anticipated due to a decline in call volumes for the previous two-year period (see chart below). In addition, with the improvements to the OCTA website trip planner and the installation of schedule information cassettes at bus stops throughout the county, it was expected that the decline in call volume would continue or remain level.



Calendar Year 2007 Call Volumes

Data is available for the first full calendar year 2007. During 2007, monthly call volume growth over the prior year varied substantially. Increases in call volume might be attributed to service changes, seasonal trends, and the July 2007 work stoppage; however, looking at the data, it is difficult to identify patterns and use it to project future call volume.

Calendar Year 2006 Versus 2007 Call Volume

	2006	2007	Variance	Percentage of Increase
January	50,589	54,731	4,142	8%
February	46,127	50,505	4,378	9%
March	49,841	58,300	8,459	17%
April	48,630	54,855	6,225	13%
May	54,457	57,856	3,399	6%
June	56,322	61,258	4,936	9%
July	57,926	85,673	27,747	48%
August	60,623	62,601	1,978	3%
September	56,392	58,417	2,025	4%
October	56,819	59,331	2,512	4%
November	52,655	56,587	3,932	7%
December	52,573	58,129	5,556	11%
Total	642,954	718,243	75,289	12%

Compared with calendar year 2006, total call volume increased from 642,954 to 718,243 – an increase of 75,289 calls or 12 percent. Approximately 25,000 calls within this increase can be attributed to the work stoppage. However, if you factor out these work stoppage calls, the growth rate for the 2007 calendar year still reached 8 percent.

Fiscal Year (FY) 2007-2008 Call Volumes

During the period July 2007 through December 2007 (the first half of FY 2007-2008), call volumes fluctuated. As noted, there was a spike in calls in July but then growth rates flattened during the months of August, September, and October which reflects single digit growth; growth rates increased again in November and December. Looking at this data, the projected growth by the end of the FY 2007-2008 could be as low as 6 percent or as high as 12 percent. The July 2007 work stoppage would account for the bulk of the growth.

Alta Resources Contract Impact

The table below reflects the contractual terms with Alta Resources for the initial 4½-year term with 3, one-year option terms. At the current rate of consumption (10 percent higher than expected), it is anticipated the contract would need to be revisited in mid 2010, a year sooner than expected.

Alta Resources Contract

Alta Resources No. C-6-0461	
Initial Contract Term 4.5 Years	1/1/2007 – 6/30/2011
Three, one-year Option Terms	7/1/2011 – 6/30/2014
Maximum Cumulative Obligation (Initial Contract Term Only)	\$6,917,366.00
Total Contract Cost to Date (January - December 2007)	\$1,685,375.42
Current Contract Balance	\$5,231,990.58

Performance Measures

According to the Alta Resources contract, the following performance measures are required:

- Service Level - 90 percent of all calls are answered within two minutes

Alta Resources handled an average of 59,800 calls per month since the commencement of this current contract, with the exception of July when 85,673 calls were handled as a result of the coach operator work stoppage. The service level of all calls being answered within two minutes has remained consistent at an average of 93.6 percent, with the exception of July, in which 88 percent of the calls were answered within two minutes.

- Abandonment Rate - less than 5 percent for calls terminated after the first 30 seconds

The abandonment rate, when callers disconnect the call prior to being answered by a representative, has also remained consistent at an average of 4 percent each month.

- No more than one complaint per 15,000 calls answered

Alta Resources has met the standard nine of the twelve months. In the months of April, August, and September, Alta Resources marginally exceeded the standard respectively by 0.1, 0.2, and 0.3 complaints per 15,000 calls. Staff has discussed the increase in complaints with Alta Resources, and staff is implementing some procedural changes to assist in reducing the number of complaints. Additionally, Alta Resources has received an average of more than seven compliments (or 2 per 15,000 calls) per month during this reporting period.

- Ride OCTA fixed route bus service a minimum of one hour each month utilizing at least two different routes each time - all CIC staff members are required to ride the fixed route bus system a minimum of one hour per month to maintain familiarity

Each Alta Resources staff member completed the required two fixed route bus service rides per month since the commencement of this contract. Alta Resources has completed 100 percent of the requirement each month.

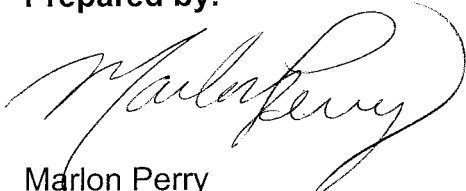
Summary

Alta Resources' performance continues to meet or exceed contractual standards in most areas. OCTA staff will continue to monitor monthly telephone call volumes for unexpected changes in service levels. OCTA will also continue to meet monthly with Alta Resources staff to review service performance to ensure contract requirements are being met and will provide an update to the OCTA Board of Directors in six months.

Attachments

- A. Customer Information Center Historical Call Volume
- B. Customer Information Center 2007 Monthly Contract Costs

Prepared by:



Marlon Perry
Section Manager, Customer Relations
(714) 560-5566

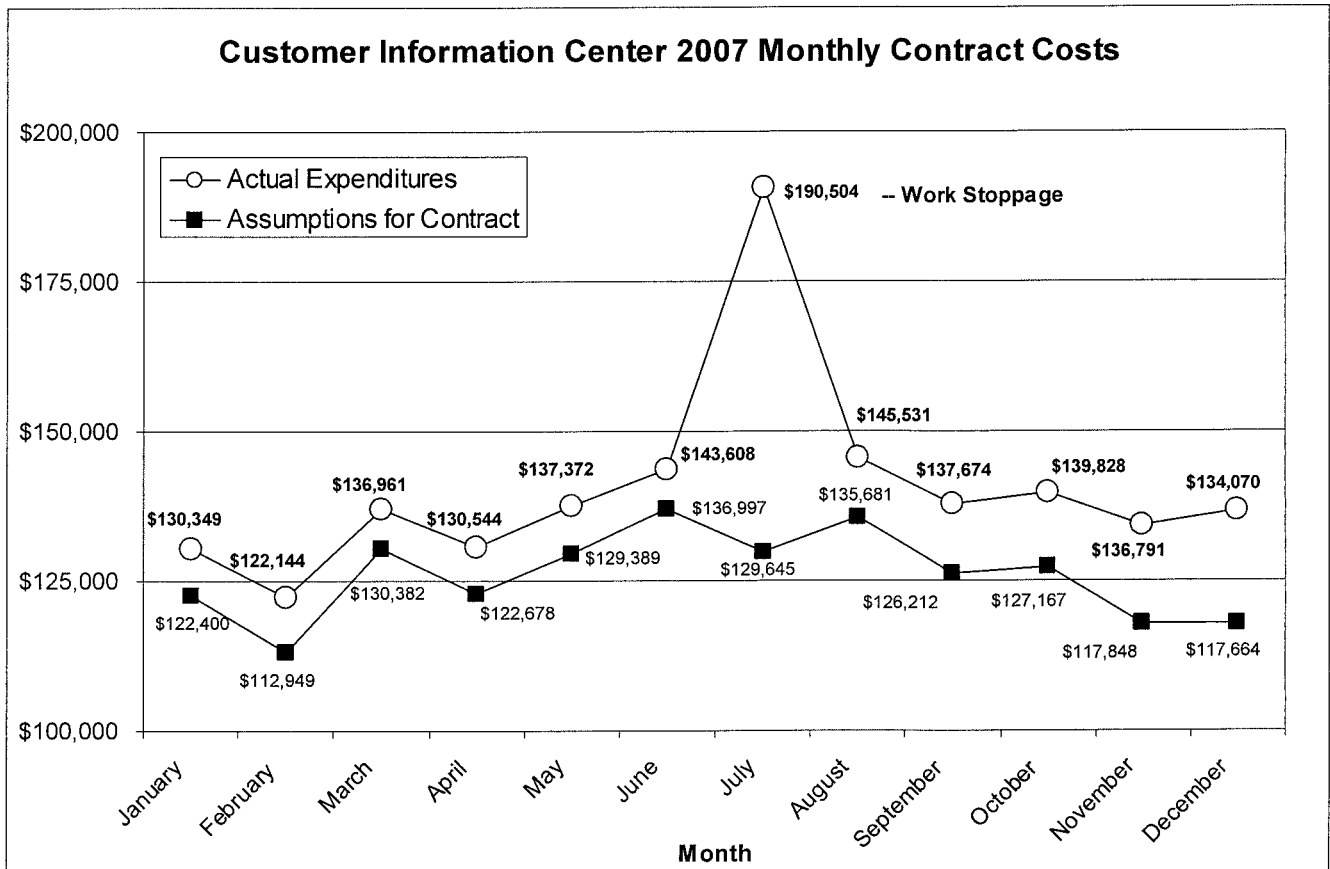
Approved by:



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

ATTACHMENT A**CUSTOMER INFORMATION CENTER
HISTORICAL CALL VOLUME**

Fiscal Year Actuals	FY 03/04 Calls Handled	FY 04/05 Calls Handled	FY 05/06 Calls Handled	FY 06/07 Calls Handled	FY 07/08 Calls Handled
July	58,495	58,406	53,703	57,926	85,673
August	60,244	57,441	55,311	60,623	62,601
September	57,793	55,480	51,787	56,392	58,417
October	50,384	53,462	52,092	56,819	59,331
November	45,072	49,172	50,063	52,655	56,587
December	47,172	48,869	50,123	52,573	58,129
January	52,964	50,475	50,589	54,731	
February	50,230	46,334	46,127	50,505	
March	56,324	51,802	49,841	58,300	
April	54,813	50,470	48,630	54,855	
May	55,584	51,302	54,457	57,856	
June	59,057	52,454	56,322	61,258	
Total Calls	648,132	625,667	619,045	674,493	380,738
Monthly Average	54,829	52,139	50,994	55,749	63,456





BOARD COMMITTEE TRANSMITTAL

February 11, 2008

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Freeway Program Update

Highways Committee Meeting of February 4, 2008

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

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

Receive and file as an information item.

Committee Discussion

The Committee requested that more information be provided by staff on the exact location of the projects shown in the presentation slides and on the improvements planned for each project. This additional information is included as a Transmittal Attachment.

2008 Freeway Program Project Summary

Corridor	Project Limits	Project Phase	Planned Improvements
I-5	Pico to Pacific Coast Highway	PSR	Add one HOV lane in each direction
I-5	Ortega Interchange	PA/ED	Improve configuration of ramps and widen overcrossing
I-5	Camino Capistrano Interchange	PS&E	Add southbound auxiliary lane and widen southbound offramp
I-5	Oso Interchange	CON	Add southbound auxiliary lane and widen southbound offramp
I-5	Culver Interchange	CON	Widen southbound offramp
I-5	Pico Interchange	CON	Add southbound auxiliary lane and widen southbound offramp
I-5	SR-91 to LA County Line	CON	Add one general purpose and one HOV lane in each direction
SR-57	Katella to Lincoln	PA/ED	Add one northbound general purpose lane
SR-57	Orangthorpe to Yorba Linda	PS&E	Add one northbound general purpose lane
SR-57	Yorba Linda to Lambert	PS&E	Add one northbound general purpose lane
SR-91	I-5 to SR-57	PA/ED	Add one westbound general purpose lane
SR-91	SR-55 to SR-241	PA/ED	Add one general purpose lane in each direction
SR-91	SR-241 to SR-71	PS&E	Add one eastbound general purpose lane
I-405	I-405/SR-22 Interchange	PS&E	Add direct freeway-to-freeway HOV connector and add one HOV lane in each direction
I-405	I-405/I-605 Interchange	PS&E	Add direct freeway-to-freeway HOV connector and add one HOV lane in each direction
I-405	SR-55 to I-605	PSR	Add one or two general purpose lane in each direction

Legend for Project Phase:

PSR	Project Study Report	(conceptual design phase)
PA/ED	Project Approval / Environmental Document	(environmental approval phase)
PS&E	Plans, Specifications & Estimate	(final design phase)
CON	Construction	(construction phase)



February 4, 2008

To: Highways Committee
From: Arthur T. Leahy, Chief Executive Officer
Subject: Freeway Program Update

Overview

The freeway program is the largest and most anticipated transportation improvement effort planned for Orange County. The planned improvements will increase the safety and capacity of 80 miles of freeways over the next 30 years, and represents an investment of \$6 billion. In year 2008, improvement to 45 miles of the freeway system will be underway. This report gives an overview of the activities planned in 2008 for the freeway program.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (Authority) Board of Directors (Board) has recently approved two implementation plans to guide the completion of the freeway program. The first was an early action plan for implementing the Renewed Measure M (M2) freeway program. The second was a revised implementation plan for the San Diego Freeway (Interstate 405) West County Connectors projects. In addition, work is underway on the Santa Ana Freeway (Interstate 5) Gateway Project and two other state-funded projects on Interstate 5 in south Orange County. Taken together, this collection of projects will provide \$2.2 billion in freeway improvements over the next ten years.

Staff has been working to jump-start the freeway improvement program for calendar year 2008. In the past six months, two environmental documents were approved for the Riverside Freeway (State Route 91) and the Orange Freeway (State Route 57), which will allow the start of final design. In addition, five procurement selections were processed in late 2007 to provide consulting assistance to begin development work on a number of the planned projects.

These accomplishments have set up calendar year 2008 to be a very productive period in the overall development of the freeway program.

Discussion

The M2 Early Action Plan for the freeway program began in mid-2007 and will continue for five years until mid-2012. The M2 Early Action Plan identified four major freeway corridors for improvement, including:

- State Route 91 in north County
- State Route 57 in north County
- Interstate 405 in west County
- Interstate 5 in south County

The planned improvements in these four corridors will likely result in 12 to 15 individual construction projects. The actual number of individual construction projects will be confirmed during final design of each freeway corridor. In addition, the Interstate 405 West County Connectors projects, the Interstate 5 Gateway Project, and the Culver Avenue and Oso Parkway offramp projects along Interstate 5 will add another five construction projects to the mix.

In calendar year 2008, many of these freeway projects and corridor improvement studies will be under development. The freeway work plan during the year includes development of the following work packages:

- Two preliminary corridor designs
- Four corridor environmental documents
- Five final project designs
- Three construction projects

Of these 14 major work packages, the Authority is the lead agency on half of the packages, and the California Department of Transportation (Caltrans) is the lead agency on the other half. We are working closely with Caltrans to manage and track the progress of this work to ensure that it is completed within the planned timelines.

To keep the Board apprised on the progress of the freeway program, staff will provide verbal updates to the Highways Committee on a monthly basis. In addition, formal progress reports will be presented to the Board as part of the M2 quarterly status report.

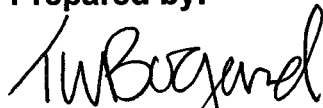
Summary

Over 45 miles of Orange County's freeway system will be under development in calendar year 2008. Staff is working closely with Caltrans and a number of private consultants to advance the completion of these freeway projects during the year.

Attachment

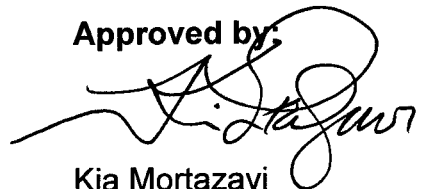
None.

Prepared by:



Tom Bogard, PE
Director, Highway Project Delivery
(714) 560-5918

Approved by:



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

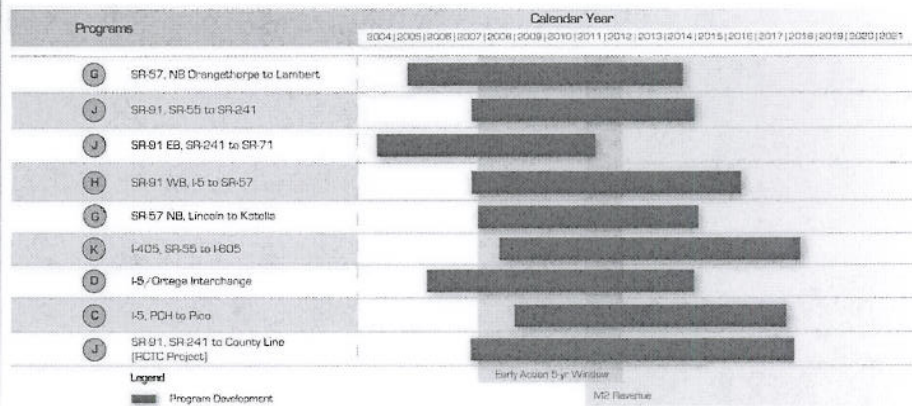


Freeway Program Update

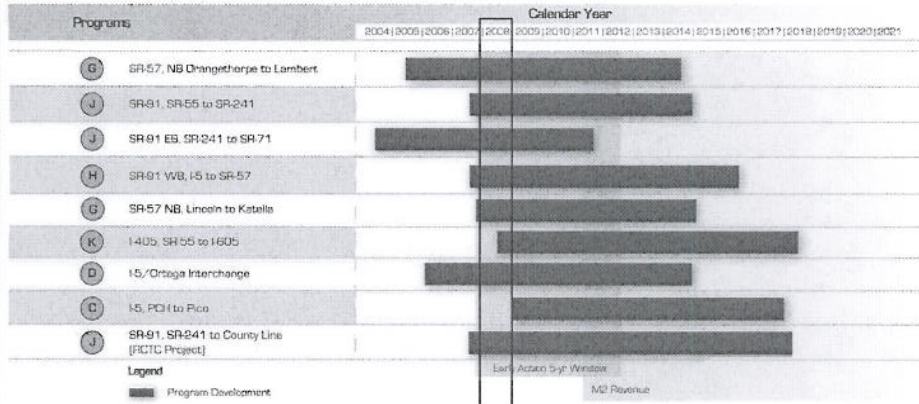
Board of Directors
February 11, 2008



Early Action Plan Schedule

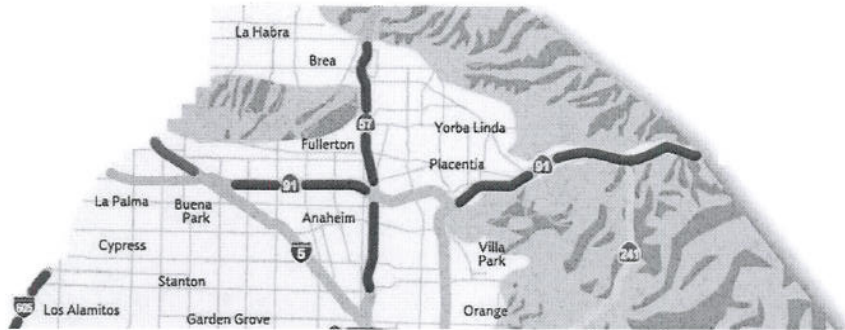


Early Action Plan Schedule



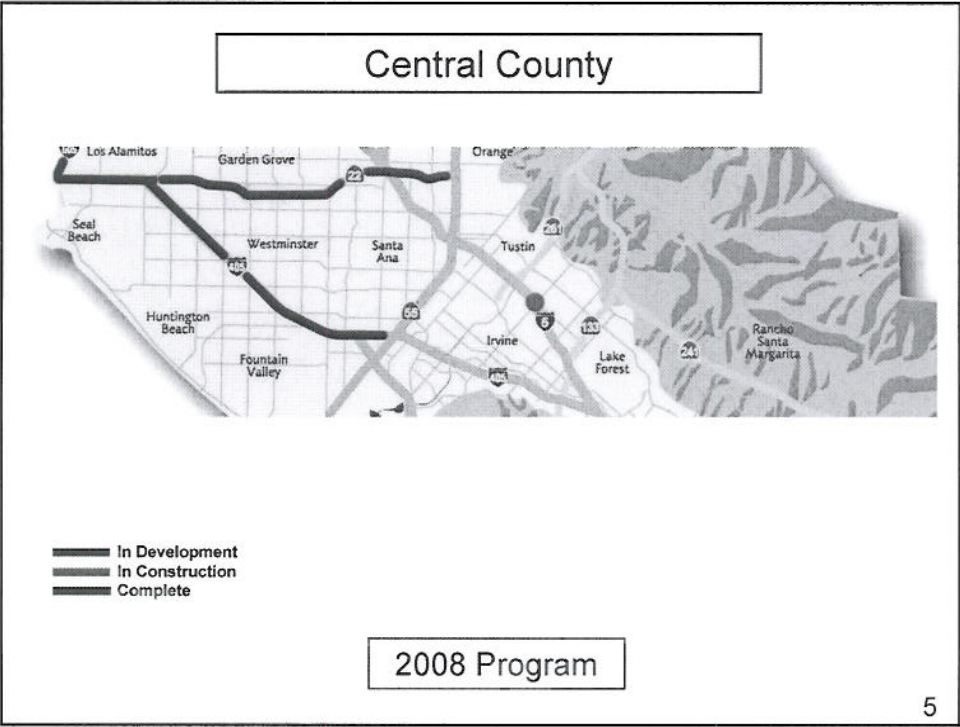
2008 Program

North County

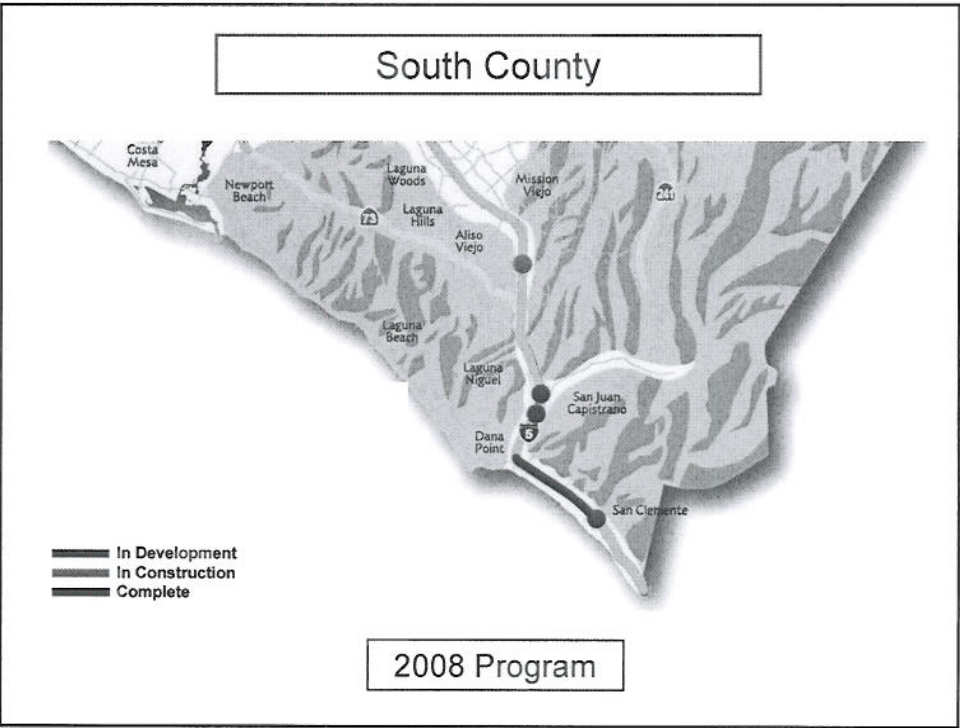


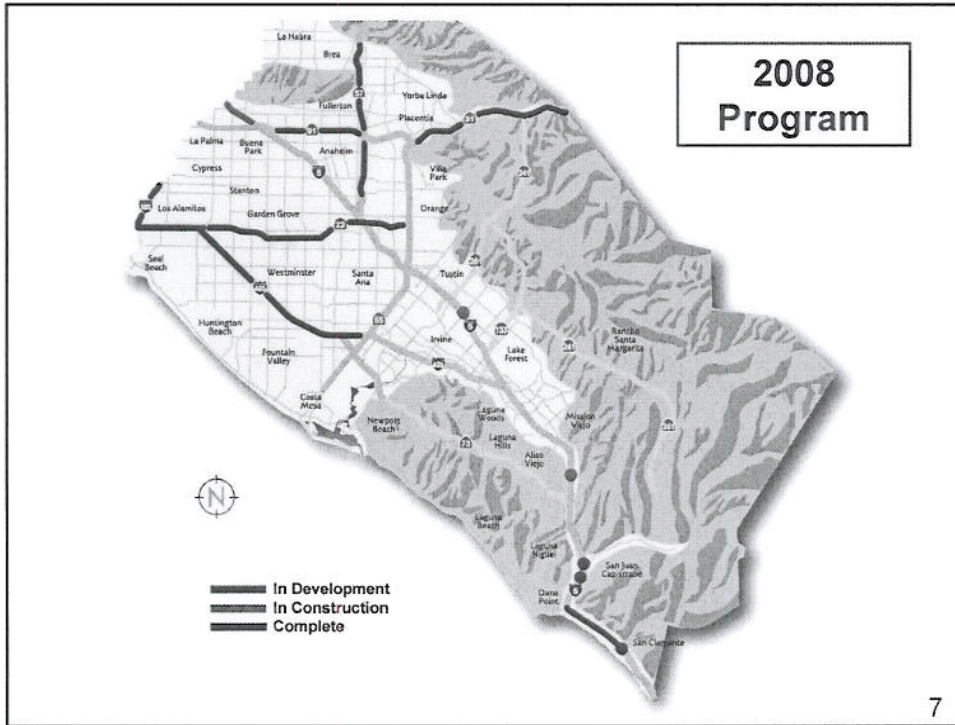
- In Development
- In Construction
- Complete


2008 Program



5







Freeway
 Construction Preview
 2007 to 2012

8

