



LOSSAN RAIL CORRIDOR AGENCY BOARD of DIRECTORS MEETING

Tuesday, February 16, 2021

11:15 a.m. - 12:45 p.m.

Orange County Transportation Authority Headquarters
Board Room, Conference Room 07 08
550 South Main Street
Orange, CA

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 Availability of Agenda Materials

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

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

Guidance for Public Access to the Board of Directors/Committee Meeting

On March 12, 2020 and March 18, 2020, Governor Gavin Newsom enacted Executive Orders N-25-20 and N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public to promote social distancing due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19).

In accordance with Executive Order N-29-20, and in order to ensure the safety of the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN) Board of Directors (Board) and staff and for the purposes of limiting the risk of COVID-19, in person public participation at public meetings of LOSSAN will not be allowed during the time period covered by the above referenced Executive Orders.

Guidance for Public Access to the Board of Directors/Committee Meeting (Continued)

Instead, members of the public can listen to AUDIO live streaming of the Board and Committee meetings by clicking the below link:

<http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>

Public comments may be submitted for the upcoming Board and Committee meetings by emailing them to lossanclerk@octa.net.

If you wish to comment on a specific agenda Item, please identify the Item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

In order to ensure that staff has the ability to provide comments to the Board Members in a timely manner, please submit your public comments **30 minutes prior to the start time of the Board and Committee meeting date**

2021 BOARD OF DIRECTORS

(revision as of 2/09/21)

County	Members	Alternates
San Luis Obispo: 1 vote	Fred Strong Council Member, City of Paso Robles Member, San Luis Obispo Council of Governments	Andy Pease Council Member, City of San Luis Obispo Member, San Luis Obispo Council of Governments Jimmy Paulding Mayor Pro Tem, City of Arroyo Grande
Santa Barbara: 1 vote	Gregg Hart Supervisor, 2nd District Santa Barbara County Board of Supervisors Member, Santa Barbara County Association of Governments	Das Williams Supervisor, 1 st District Santa Barbara County Board of Supervisors Member, Santa Barbara County Association of Governments
Ventura: 1 vote	Bryan A. MacDonald Mayor Pro Tem, City of Oxnard Member, Ventura County Transportation Commission	Jim White Representative, Ventura County Transportation Commission
Los Angeles: 2 votes	Jess Talamantes Vice Mayor, City of Burbank Member, Los Angeles County Metropolitan Transportation Authority (Vacant) Representative, Los Angeles County Metropolitan Transportation Authority	David Perry Representative, Los Angeles County Metropolitan Transportation Authority Mary Lou Echternach Representative, Los Angeles County Metropolitan Transportation Authority
Orange: 2 votes	Al Murray (Chairman) Representative, Orange County Transportation Authority Tim Shaw Council Member, City of La Habra Member, Orange County Transportation Authority	Michael Hennessey Member, Orange County Transportation Authority Joseph L. Muller Council Member, City of Dana Point Member, Orange County Transportation Authority

County	Members	Alternates
Riverside: 1 vote	Dana Reed (Vice Chairman) Mayor Pro Tem, City of Indian Wells Member, Riverside County Transportation Commission	Raymond Gregory Mayor City of Cathedral City Member, Riverside County Transportation Commission
San Diego: 2 votes	Jewel Edson Council Member, City of Solana Beach Member, North County Transit District Caylin Frank Council Member, City of Poway Member, San Diego Metropolitan Transit System Joe Mosca Council Member, City of Encinitas Member, San Diego Association of Governments	Priya Bhat-Patel Council Member, City of Carlsbad Member, North County Transit District Bill Sandke Council Member, City of Coronado Member, San Diego Metropolitan Transit System Kellie Hinze Council Member, City of Encinitas Member, San Diego Association of Governments
Ex-Officio Members:		
Amtrak	Tamika Smith Representative, Amtrak	
California Department of Transportation	Kyle Gradinger Representative, California Department of Transportation	Andrew Cook, Representative, California Department of Transportation
California High-Speed Rail Authority	LaDonna DiCamillo Representative, California High-Speed Rail Authority	
Southern California Association of Governments	(Vacant)	

Call to Order

Roll Call

Pledge of Allegiance

Chairman Murray

1. Public Comments

Special Calendar

2. Election of Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors Chairman

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency bylaws state that, at its first meeting each year, the Board of Directors shall elect a Chairman who shall preside over meetings. Per updated Board Policy No. 1, the sitting Chairman shall call for nominations for the position of Chairman, which shall be made from among the existing Board Members.

3. Election of Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors Vice Chairman

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency bylaws state that, at its first meeting each year, the Board of Directors shall elect a Vice Chairman who shall preside in the Chairman's absence.

4. Salute to Outgoing Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors

Present Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Resolutions of Appreciation Nos. 2021-L001 and 2021-L002 to outgoing Board Members John Fasana and Ellie Haviland.

5. Salute to Outgoing Chairman Al Murray

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency will thank Chairman Al Murray for his work in leading the 2020 Board of Directors.

Consent Calendar (Items 6 through 12)

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

6. Approval of Minutes - Special Board Meeting on November 16, 2020

Approval of the minutes of the Special LOSSAN Agency Board of Directors meeting of November 16, 2020.

7. Approval of Minutes - November 16, 2020

Approval of the minutes of the LOSSAN Agency Board of Directors meeting of November 16, 2020.

8. Fiscal Year 2020-21 First Quarter Budget Status Report

Jason Jewell

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's fiscal year 2020-21 budget was approved by the Board of Directors on May 18, 2020. The California State Transportation Agency approved the administrative and marketing components of the fiscal year 2020-21 budget on July 9, 2020 and the operations component on September 23, 2020. This report summarizes financial activities and performance through the first quarter of fiscal year 2020-21, covering the months of July through September 2020.

Recommendation

Receive and file as an information item.

9. Consultant Selection for Program Management Consultant Services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency

James D. Campbell

Overview

On November 16, 2020, the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors authorized the release of a request for proposals for program management consultant services to assist staff in the management and delivery of projects, including oversight, planning, environmental clearance, engineering, right-of-way acquisition, and construction activities to support the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency. Board of Directors' approval is requested to execute an agreement for these services.

9. (Continued)

Recommendations

- A. Approve the selection of RailPros, Inc. as the firm to provide program management consultant services to the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.
- B. Authorize the Managing Director to negotiate and execute Agreement No. L-0-0016 between the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency and RailPros, Inc., for an initial term of three years, with one two-year option term to provide Program Management Consultant Services to the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.

10. **Approval to Release Request for Proposals to Prepare the Project Report and Environmental Document for the San Diego County Maintenance and Layover Facility Project**

James D. Campbell

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency is the designated lead and implementing agency for the San Diego County Maintenance and Layover Facility Project. The San Diego County Maintenance and Layover Facility Project includes the design and construction of a new maintenance and layover facility in San Diego to increase overnight layover and storage capacity, as well as support servicing and maintenance needs for the Pacific Surfliner intercity passenger rail service. Staff has developed a request for proposals to initiate the competitive procurement process for the preparation of the project report and environmental document.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3263 to prepare the project report and environmental document for the San Diego County Maintenance and Layover Facility Project.
- B. Approve the release of Request for Proposals 1-3263 to prepare the project report and environmental document for the San Diego County Maintenance and Layover Facility Project.

11. Approval to Release Request for Proposals for Pacific Surfliner Social Media Marketing and Passenger Communications

Emilia Doerr

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency has developed a request for proposals to initiate a competitive procurement process to retain consultant(s) to provide social media marketing and passenger communication services. Staff is seeking Board of Directors' approval to release the request for proposals.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3216 to provide social media marketing and passenger communication services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 1-3216 for social media marketing and passenger communication services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency for a one-year initial term with two, one-year option terms.

12. Amendment to Agreement for Website Design and Development Services

Emilia Doerr

Overview

On February 21, 2018, the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors approved an agreement with Nansen Inc., formerly known as Making Waves USA, Inc., to provide website design and development services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency for a two-year initial term and three, one-year option terms. Board of Directors' approval is requested to exercise the second option term effective March 16, 2021 through March 15, 2022.

Recommendation

Authorize the Managing Director to negotiate and execute Amendment No. 7 to Agreement No. L-7-1917 between the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency and Nansen Inc., to exercise the second option term of the agreement, to extend the term through March 15, 2022, and increase the contract amount by \$255,454, for a new total contract value of \$1,304,094 to provide continued website design and development services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency marketing program.

Regular Calendar

13. **Final Draft Business Plan for Fiscal Years 2021-22 and 2022-23**

Roger M. Lopez

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency is required to submit an annual business plan to the California State Transportation Agency by April 1st of each year that provides the basis for its annual budget request, outlines operations and service goals, and discusses any proposed changes to the Pacific Surfliner intercity passenger rail service. Staff has prepared a draft of the annual business plan for fiscal years 2021-22 and 2022-23 for Board of Directors' review.

Recommendation

Direct staff to incorporate comments received from the Board of Directors into the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's annual business plan for fiscal years 2021-22 and 2022-23 and return to the Board of Directors on March 15, 2021, for final approval.

14. **Fiscal Year 2020-21 First Quarter Grant Reimbursement Status Report**

Russell Henry

Overview

The Quarterly Grant Reimbursement Status Report summarizes grant activities for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's Board of Directors. This report focuses on activity for the period of July through September 2020.

Recommendation

Receive and file as an informational item.

Discussion Items

15. **LOSSAN Rail Corridor Agency Fiscal Year 2021 Budget Update**

Jason Jewell

Staff will provide an update on the LOSSAN Rail Corridor Agency Fiscal Year 2020-21 Budget, including anticipated upcoming budget amendments that may be necessary during the remainder of the fiscal year.

16. Pacific Surfliner Marketing Update

Emilia Doerr/Kriss Garbowski

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's fiscal year 2020-21 marketing efforts support key priorities outlined in the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's fiscal years 2020-21 and 2021-22 Business Plan. This report provides a summary of marketing activities including strategic marketing and communications activities that have been adapted to align with reduced service levels and promote public informational messages related to health and safety in response to the coronavirus.

17. Managing Director's Report

18. Board Members' Report

19. Closed Session

There is no Closed Session scheduled.

20. Adjournment

The next regularly scheduled meeting of this Board will be held:

Monday, March 15, 2021

11:15 a.m. - 12:45 p.m.

Orange County Transportation Authority Headquarters

Board Room - Conference Room 07-08

550 South Main Street

Orange, California.



MINUTES

Special Board of Directors' Meeting

Call to Order

The November 16, 2020, Special Board of Directors (Board) meeting of the Los Angeles - San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) was called to order by Chairman Murray at 9:04 a.m. at the Orange County Transportation Authority Headquarters, Board Room – Conference Room 07-08, 550 South Main Street, Orange, California.

Roll Call

The Clerk of the Board (COB) conducted an attendance Roll Call and announced there was quorum of the Board of Directors (Board) as follows:

Directors Present: Al Murray, Chairman
Tim Shaw, OCTA

Via teleconference:

Dana Reed, Vice Chairman
Jewel Edson, NCTD
John Fasana, Metro
Caylin Frank, SDMTS
Gregg Hart, SBCAG
Ellie Haviland, SANDAG
Bryan MacDonald, Immediate Past Chairman, VCTC
Jess Talamantes, Metro
Fred Strong, SLOCOG
Kyle Gradinger, Caltrans, Ex-Officio
Tamika Smith, Amtrak, Ex-Officio

Directors Absent: None

Staff Present: Jennifer L. Bergener, Immediate Past Managing Director
Donna DeMartino, Managing Director (Teleconference)
Martha M. Ochoa, LOSSAN Clerk of the Board
Gina Ramirez, LOSSAN Deputy Clerk of the Board
James M. Donich, General Counsel (Teleconference)

Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Murray.

1. Public Comments

There were no public comments.

Special Calendar

There were no Special Calendar matters.

Consent Calendar

There were no Consent Calendar items.

Regular Calendar

2. Authorization to Disclose to the audit firm of Crowe, LLP Information Pertaining to Closed Session Discussions of the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors on November 18, 2019, and of the Executive Committee on December 2, 2019

James Donich, General Counsel, provided opening comments on this item and discussed the Agency is currently undergoing its annual financial audit. He stated an anonymous letter was received by Crowe's LLP, auditors that made allegations against the Board and LOSSAN staff regarding Donna DeMartino's appointment and that she was improperly appointed to the position of Managing Director.

Mr. Donich stated he could not go into any further detail on this item since it would disclose Closed Session information. The only body that can authorize the release of Closed Session information is the Board itself.

Mr. Donich is requesting the Board of Directors to authorize the disclosure of closed session discussions of the Board of Directors on November 18, 2019, and of the Executive Committee on December 2, 2019, to Crowe's audit firm LLP. He stated releasing this information will allow the auditors to have one-on-one discussions with each of the Board Members who took part in the Closed Sessions on November 18, 2019, on December 2nd, 2019.

2. (Continued)

A motion was made by Chairman Murray, seconded by Vice Chairman Reed, and following a roll call vote, declared passed 10-0, to approve:

- A. Authorize the members of the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors and staff to disclose closed session discussions of the Board of Directors on November 18, 2019 and of the Executive Committee on December 2, 2019 to the audit firm of Crowe, LLP.
- B. If the Board of Directors approve Recommendation No. 1, authorize the General Counsel to discuss the background of the issue with the Board of Directors and take whatever action the Board of Directors deems necessary.

Director Strong was not present to vote on this item.

Discussion Items

3. Managing Director's Report

Chairman Murray stated there were no items to report.

4. Board Members' Report

There were no Board Members' Reports.

5. Closed Session

There were no Closed Session items scheduled.



MINUTES

Special Board of Directors' Meeting

6. Adjournment

The next regularly scheduled meeting of this Board will be held:

Monday, November 16, 2020

11:15 a.m. - 12:45 p.m.

Orange County Transportation Authority Headquarters

Board Room - Conference Room 07-08

550 South Main Street

Orange, California

ATTEST:

Gina Ramirez
LOSSAN Agency
Deputy Clerk of the Board

Al Murray
LOSSAN Agency Chairman



MINUTES

Board of Directors' Meeting

Call to Order

The November 16, 2020, Board of Directors (Board) meeting of the Los Angeles - San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) was called to order by Chairman Murray at 11:20 a.m. at the Orange County Transportation Authority Headquarters, Board Room – Conference Room 07-08, 550 South Main Street, Orange, California.

Roll Call

The Clerk of the Board (COB) conducted an attendance Roll Call and announced there was quorum of the Board of Directors (Board) as follows:

Directors Present: Al Murray, Chairman
Tim Shaw, OCTA

Via teleconference:

Dana Reed, Vice Chairman
Jewel Edson, NCTD
John Fasana, Metro
Caylin Frank, SDMTS
Gregg Hart, SBCAG
Ellie Haviland, SANDAG
Bryan MacDonald, Immediate Past Chairman, VCTC
Fred Strong, SLOCOG
Jess Talamantes, Metro
Kyle Gradinger, Caltrans, Ex-Officio
Tamika Smith, Amtrak, Ex-Officio

Directors Absent: None

Staff Present: Jennifer L. Bergener, Immediate Past Managing Director
Donna DeMartino, Managing Director
Martha M. Ochoa, LOSSAN Clerk of the Board
Gina Ramirez, LOSSAN Deputy Clerk of the Board
James M. Donich, General Counsel (Teleconference)

Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Murray.

1. Public Comments

There were no public comments.

Special Calendar

There were no Special Calendar matters.

Consent Calendar (Items 2 through 8)

2. Approval of Minutes

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 10-0, to approve the minutes of the LOSSAN Agency Board of Directors meeting of September 21, 2020.

Director Strong abstained on voting on this item due to not being present at the meeting.

3. Proposed 2021 Board of Directors and Committee Meetings Schedule

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 11-0, to approve the 2021 Board of Directors and Committee meetings schedule for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.

4. Conflict of Interest Code and 2020 Annual Statement of Economic Interests Filing

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 11-0, to direct the Clerk of the Board to distribute and monitor the 2020 annual Statement of Economic Interests - Form 700 to Members of the Board of Directors and designated positions, to be filed by April 1, 2021.

5. Status Report of State Legislation Enacted in 2020

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 11-0, to receive and file as an information item.

6. The Los Angeles - San Diego - San Luis Obispo Rail Corridor Trends for the Third Quarter of Federal Fiscal Year 2019-20

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 11-0, to receive and file as an information item.

7. Fiscal Year 2019-20 Fourth Quarter Budget Status Report

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 11-0, to receive and file as an information item.

8. Annual Business Plan and Budget Assumptions for Fiscal Years 2021-22 and 2022-23

A motion was made by Director Edson, seconded by Immediate Past Chairman MacDonald, and following a roll call vote, declared passed 11-0, to direct staff to incorporate the key assumptions into the development of the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency business plan for fiscal years 2021-22 and 2022-23.

Regular Calendar

9. Draft 2021 Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Legislative Program

Dustin Sifford, Senior Government Relations Representative, discussed the Legislative Program (Program) which outlines the LOSSAN Agencies advocacy activities in Sacramento and Washington, D.C. Mr. Sifford gave an overview of the changes and recommended the following:

- Allow staff to make changes to the language that will allow the LOSSAN Agency to pursue funding in regards to the coronavirus (COVID-19) and continuing to provide intercity rail service.
- Add language in Section II, subsection B to allow the LOSSAN Agency to support equitable policies in the delivery of intercity passenger rail equity.

Mr. Sifford added that the Technical Advisory Committee suggested to include language to support a more resilient LOSSAN corridor infrastructure.

Director Haviland stated she supports the idea of adding the resiliency language to the Program considering the problems at the Del Mar Bluff and the long-term impact on the entire rail corridor.

9. (Continued)

Director Haviland made a motion to amend the item to include the word “resiliency” under Section II Implementation of Transportation Policies and to add a new goal to Section I. Secure Sustainable Funding to support efforts and secure dedicated funding for resiliency planning and infrastructure needs along the LOSSAN corridor.

Director Strong echoed Director Haviland’s remarks and supports it because of the need of proper funding for essential needs.

Immediate Past Chairman MacDonald confirmed with James Donich, General Counsel, that it is acceptable to make a motion and amend the receive and file information item.

A motion was made by Director Haviland, seconded by Strong, and following a roll call vote, declared passed 11-0, to receive and file as an information item.

10. Fiscal Year 2020-21 Budget Amendment

Jason Jewell, Finance and Administration Manager, provided opening comments and reported on the following:

- The budget amendment is necessary in four primary areas: net Amtrak Operating Budget, administrative and marketing, minor capital programs, and grant programs.
- Explanation of the budget amendment, how the COVID-19 pandemic has impacted ridership, and as a result, the California State Transportation Agency (CalSTA) has directed all state supported corridors to operate no more than 60 percent of the train miles previously approved in the prior business plan.
- Summary of the net Amtrak Operating Budget, the State of California (State) providing funding, and how the budget amendment assumes that Amtrak will continue to apply remaining Coronavirus Aid, Relief, and Economic Security Act funding to reduce the monthly net invoice amounts through December 2020 (the remaining \$80 million is shared among all states supported routes).
- The LOSSAN Agency has an additional \$6.2 million credit with Amtrak and it can be applied to ongoing net operating expenses during the fiscal year along with the board and state approved reprogramming of \$12 million in State Rail Assistance funding.
- Summary of the Administrative and Marketing Budget, reductions in funding due to the reduction of service levels, and how it reflects the short-term operating funding levels approved by the State, as well as, it incorporates the revised grant program budgets.
- Staff will continue to monitor the operating revenues and expenses.

10. (Continued)

Chairman Murray thanked Mr. Jewell and his staff for a very comprehensive report and for discovering the error which led to a \$6.2 million credit. Chairman Murray inquired about additional COVID-19 funding moving forward from a federal level.

Mr. Jewell responded that it is still too early to tell; however, staff will continue to monitor any revised federal funding that does provide Amtrak additional state supported funding.

Director Strong commented that he has had experience at the federal level and the new administration coming is believed to be much more favorable to Amtrak and public transportation than the current administration.

A motion was made by Chairman Murray, seconded by Director Strong, and following a roll call vote, declared passed 11-0, to:

- A. Amend the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's Fiscal Year 2020-21 revenue and expense budget to reflect the revised Amtrak operating revenue and expense forecast and State-approved operating funding levels through January 2021, as well as the revised administrative, marketing, and grant budgets.
- B. Authorize the Managing Director to make amendments to the Master Fund Transfer Agreement annual supplements for operating funds, minor capital improvement projects funds, administrative, and marketing funds.

11. **Approval to Release Request for Proposals for Program Management Consultant Services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency**

James D. Campbell, Program Manager, reported on the following:

- Description of the request for proposals (RFP) for a qualified program management consultant (PMC) services and how it will support LOSSAN.
- The funding is included in the fiscal year 2020-21 budget and does leverage the use of available grant funds.
- The agreement is for an initial term of three years with a two-year option.

A discussion ensued regarding:

- The estimated cost is based on the available budget for the PMC. In the professional services for the Administration budget, it is \$600,000, plus additional grant funding.

11. (Continued)

- The RFP will be advertised in a number of newspapers and online resources and will also go out in the Orange County Transportation Authority's standard contracts and materials management distribution list.

A motion was made by Director Hart, seconded by Director Talamantes, and following a roll call vote, declared passed 11-0, to:

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2620 for the selection of a consultant to provide program management services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 0-2620 for program management consultant services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.

12. Fiscal Year 2020-21 Through Fiscal Year 2024-25 State Rail Assistance

Russell Henry, Programming and Grants Manager, reported on the following:

- Background on the State Rail Assistance (SRA) program, the formula funds received, and the funding being used towards four projects.
- Referenced Attachment A that details program guidelines.
- Overview of the recommendations and upon Board approval, staff will file the appropriate documentation to receive automatic quarterly disbursements from CalSTA.

A discussion ensued regarding:

- Director Fasana expressed his support of the item and the importance of LOSSAN continuing to work with the state and Amtrak to commit \$5 million to the Los Angeles County Metropolitan Transportation Authority and to help pay for Amtrak and most financial shared improvements within the next five years.
- The transition of using SRA for capital equipment purchases when historically it has been the state's responsibility. The State has reduced the amount of equipment that is available to LOSSAN and staff is looking for ways to reduce their dependency on older Amtrak equipment.

12. (Continued)

- Director Strong referenced the Staff Report and commented on the equivalent amount each year on the emerging corridors and how no Joint Powers Authority now exists in the central coast which will help implement a long range plan. Director Strong also stated that Amtrak is interested in selling its right-of-way from Moorpark to Gilroy and the State is now investigating the ability to purchase that and make it available for the passenger. LOSSAN should keep that in mind and have money available in an effort to enhance the ability to improve service.

A motion was made by Director Fasana, seconded by Director Strong, and following a roll call vote, declared passed 11-0, to:

- A. Approve the recommended program of projects for Fiscal Year 2020-21 through Fiscal Year 2024-25 State Rail Assistance formula funds.
- B. Approve Resolutions No. 2020-L001 and No. 2020-L002 authorizing the Managing Director to act on behalf of the Los Angeles - San Diego – San Luis Obispo Rail Corridor Agency in obtaining funding under the State Rail Assistance Program.
- C. Authorize the Managing Director to negotiate and execute necessary agreements and program supplements to facilitate the utilization of State Rail Assistance funding.

Discussion Items

13. Pacific Surfliner On-Time Performance Analysis Third Quarter – Federal Fiscal Year 2019-20

Roger M. Lopez, Manager of Planning and Analysis, provided a PowerPoint presentation as follows:

- Monthly Average Endpoint On-Time Performance (OTP) – Systemwide;
- Federal Fiscal Year (FFY) 2020 Third Quarter (Q3) Average Endpoint OTP by Train;
- Delays by Responsible Party FFY19 Q3 verses FFY20 Q3;
- Delays by Category & Responsible Party FFY19 Q3 verses FFY20 Q3;
- Host Responsible Delays:
- Total Delay Distribution – By Location; and
- Conclusions – FFY20 Q3.

13. (Continued)

Chairman Murray commended the on-time performance and stated that clarifying the breakdowns will be very helpful as the statistics are revised in the future.

14. Los Angeles - San Diego - San Luis Obispo Optimization Study Update and Next Steps

James D. Campbell, Program Manager, provided a PowerPoint presentation as follows:

- Optimization Study Focus; and
- LOSSAN Rail Corridor Optimization Study
 - Operating Strategies
 - Optimized Service Concepts
 - Corridor services
 - Planning horizons
 - Next Steps.

A discussed ensued regarding:

- Chairman Murray complimented the presentation and reminded everyone that the Olympics will be here soon and that transportation will be extremely important.
- Staff provided an explanation on mid-term and long-term timeframes being based on the infrastructure assumptions and the infrastructure being in the ground.
- Director Edson stated on behalf of the North County Transit District (NCTD), they have worked closely with LOSSAN on this study and look forward to the next steps. The LOSSAN Optimization Study also supports NCTD's efforts for increased Coaster service and ongoing capital improvement projects in the region.
- Staff confirmed a day-to-day operating plan will be established before implementing any of the next steps (Slide 8 of the PowerPoint presentation).

15. Managing Director's Report

Donna DeMartino, Managing Director, reported on the following:

- Thanked Directors Fasana and Haviland for their years of service on the LOSSAN Board and wished them well in future endeavors.
- Congratulated former Vice Chairman MacDonald and Directors Edson, Shaw, and Strong for their re-elections.
- Starting this month, LOSSAN will launch a monthly newsletter that will include information on ridership, LOSSAN rail corridor projects, and media highlights.
- Expressed thanks to everyone for their support and understanding during the year, especially when having to make unexpected and unprecedented decisions.

16. Board Members' Report

Vice Chairman Reed looks forward to the new year and expressed his thanks to Ms. DeMartino, Managing Director, for her hard work.

Director Edson expressed her thanks to everyone for serving on the LOSSAN Board and looks forward to continuing to serve on the Board.

Director Fasana stated it has been an honor to serve with everyone and after 33 years in city council, he will be leading public service as an elected. Director Fasana encouraged everyone to continue to strengthen the LOSSAN corridor.

Director Hart thanked Directors Fasana and Haviland for their service and stated they will be missed.

Director Haviland stated it has been a honor to serve on the LOSSAN Board and it has been a pleasure to see how the LOSSAN corridor is being managed and protected.

Director Strong wished his colleagues well for those who will no longer be serving on the Board and reminded everyone to wear a mask and practice social distancing.

Director Smith shared with Director Fasana that regarding the Link Union Station Project, Amtrak recognizes the importance of the project and are working with Ms. DeMartino at advancing the request for \$5 million.

Director Shaw stated he knows Directors Fasana and Haviland will do great things in the future and they will be missed.

Chairman Murray thanked staff and the Board Members for a successful pilot on Zoom and he looks forward to working with everyone in the future.

17. Closed Session

There were no Closed Session scheduled.

18. Adjournment

The meeting adjourned at 12:34 p.m.

The next regularly scheduled meeting of this Board will be held:

TUESDAY, February 16, 2021

11:15 a.m. - 12:45 p.m.

Orange County Transportation Authority Headquarters

Board Room - Conference Room 07-08

550 South Main Street

Orange, California

ATTEST:

Gina Ramirez
LOSSAN Agency
Deputy Clerk of the Board

Al Murray
LOSSAN Agency Chairman



February 16, 2020

To: Members of the Board of Directors

From: Donna DeMartino, Managing Director

Subject: Fiscal Year 2020-21 First Quarter Budget Status Report

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's fiscal year 2020-21 budget was approved by the Board of Directors on May 18, 2020. The California State Transportation Agency approved the administrative and marketing components of the fiscal year 2020-21 budget on July 9, 2020 and the operations component on September 23, 2020. This report summarizes financial activities and performance through the first quarter of fiscal year 2020-21, covering the months of July through September 2020.

Recommendation

Receive and file as an information item.

Background

The development of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency's (Agency) fiscal year (FY) 2020-21 budget was significantly impacted due to the coronavirus (COVID-19) pandemic. The draft FY 2020-21 budget was anticipated to be approved by the Board of Directors (BOD) on March 18, 2020 during the regularly schedule BOD meeting. However, the meeting was canceled as a result of COVID-19 pandemic-related travel restrictions. At that time it became apparent that the annual budget submittal would need to be adjusted to reflect the pandemic-related reduction in service levels and state-imposed funding constraints. Staff then worked with Amtrak to develop revised operating estimates and coordinated state-wide cost savings measures, the State, the California State Transportation Agency (CalSTA), and the two other California state-supported routes. A timeline of budget activities over the last six months is provided below.

- May 18, 2020: the Board approved the LOSSAN Agency FY 2020-21 budget submittal and directed staff to return in September 2020 with an updated budget request incorporating revised cost estimates.
- July 10, 2020: CalSTA approved the administrative, marketing, and minor capital programs elements of the FY 2020-21 budget submittal.
- September 21, 2020: the Board directed staff to return in November 2020 with a revised operating budget consistent with revised Amtrak estimates.
- September 23, 2020: CalSTA approved the estimated funding necessary for the first four months of Amtrak's federal FY (FFY) operating expenses (October 2020 through January 2021). This was provided with the understanding that the State and the LOSSAN Agency will closely monitor expenses and revenues and coordinate additional funding requests as the FY progresses.
- November 16, 2020: the Board approved an amendment to the FY 2020-21 budget to reflect revised Amtrak operating forecasts at the reduced service levels, and revised administrative, marketing, and grants program budgets consistent with State-approved funding levels.

Discussion

The quarterly budget status report provides an overview of all financial activity, including a comparison of budget to actuals, and explanations for variances through the report period. While the details can be found in Attachment A, a summary is below.

TABLE 1: REVENUES	FY 2020-21		\$ Variance
	Working Budget Year-To- Date	FY 2020-21 Actuals Year-To-Date	
State Administrative Funding	\$ -	\$ 3,951,263	\$ 3,951,263
State Marketing Funding	\$ -	\$ -	\$ -
State Operating Funding	\$ 10,733,541	\$ 5,571,259	\$ (5,162,282)
Reimbursements from other Agencies	\$ 294,319	\$ (29,011)	\$ (323,330)
Other State Funding	\$ 975,000	\$ 511,292	\$ (463,708)
Interest Revenue	\$ -	\$ 19,569	\$ 19,569
Total Revenues	\$ 12,002,860	\$ 10,024,372	\$ (1,978,488)

Revenues

As shown in Table 1, budgeted revenues through the first quarter of FY 2020-21 totaled \$12,002,860, whereas actual revenues totaled \$10,024,372. This results in year-to-date revenues under-running the budget by \$1,978,488.

The majority of the revenue variance fell within state operating funding that assumed full service operating levels. The budget amendment approved in November 2020 reflected a revised budget based on reduced service levels and reduced short-term operating revenue from the State, which will be reflected in the

second quarter budget status report. This revenue variance is offset by state administrative funding budgeted to be received during the second quarter. The budget versus actual variances is further detailed in Attachment A.

Expenses

As shown in Table 2, budgeted expenses through the first quarter of FY 2020-21 totaled \$10,277,628, whereas actual expenses totaled \$4,202,076, resulting in a year-to-date expense variance of \$6,075,552.

The Coronavirus Aid, Relief and Economic Security (CARES) Act provided Amtrak federal funds to help offset losses in revenue for state-supported routes caused by a sharp decline in ridership

associated with the COVID-19 pandemic. The CARES Act also limits the amount state-supported routes must pay Amtrak for FFY 2020 to 80 percent of the FFY 2019 operating amount. CARES Act funding credits applied by Amtrak during the first quarter of FY 2020-21 totaled approximately \$10.5 million, reducing the monthly expense obligation. Amtrak estimates that leftover CARES Act funding will be available through January 2021. Further information on the CARES Act and its impact on the LOSSAN Agency budget is detailed in Attachment A.

The LOSSAN Agency bylaws require a quarterly report to be filed with the Board reporting the amount of money held, the amount and source of receipts since the last report, the amount and recipient of the amounts paid out since the last report, and a report of all expenditures under \$100,000. This report is included as Attachment B.

The LOSSAN Agency Board has directed staff to provide a listing of all open agreements, including vendor, description of purchase, contract number, contract amount, amount spent, remaining balance, and expiration date on a quarterly basis. This report is provided as Attachment C.

Summary

Through the first quarter of fiscal year 2020-21, the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's actual revenues and expenses are

TABLE 2: EXPENSES		FY 2020-21	FY 2020-21	
		Working Budget	Actuals	\$ Variance
Administrative Budget Line Items	Year-To-Date	Year-To-Date	Year-To-Date	Year-To-Date
Administration - Staffing	\$ 1,355,952	\$ 227,706	\$ 1,128,246	
Legal Services	\$ 8,500	\$ 554	\$ 7,946	
Travel	\$ 9,317	\$ (227)	\$ 9,544	
Marketing	\$ 386,337	\$ 221,422	\$ 164,915	
Insurance	\$ -	\$ -	\$ -	
Contracted services	\$ 104,050	\$ 12,000	\$ 92,050	
Dues & Memberships	\$ -	\$ -	\$ -	
Banking Services	\$ 255	\$ 256	\$ (1)	
Total Administrative Services	\$ 1,864,411	\$ 461,712	\$ 1,402,699	
Operating/Capital Budget Line Items				
Net Train Operating Expenses	\$ 7,437,717	\$ 3,964,910	\$ 3,472,807	
Minor Projects	\$ -	\$ -	\$ -	
Grant Programs	\$ 975,500	\$ (224,546)	\$ 1,200,046	
Total Operating/Capital Budget	\$ 8,413,217	\$ 3,740,364	\$ 4,672,853	
Total Budget	\$ 10,277,628	\$ 4,202,076	\$ 6,075,552	

below budget. This is primarily due to lower State operating revenue resulting from reduced service levels. This is offset by an overrun of State administrative revenue due to the timing of receiving the revenue. The expense variances are primarily due to reduced service levels and lower-than-anticipated expenses within grant programs, administrative staffing, and marketing services.

Attachments

- A. Quarterly Budget Status Report, First Quarter of Fiscal Year 2020-21
- B. Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, First Quarter Financial Activity Report, Fiscal Year 2020-21
- C. Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, Open Agreements Listing as of September 30, 2020

Prepared by:



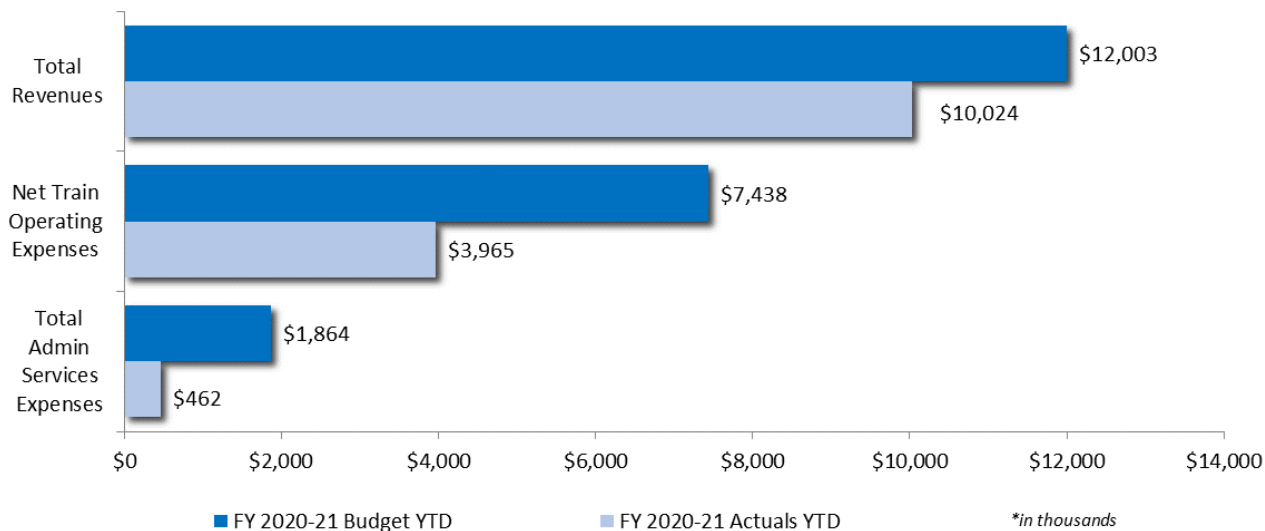
Jason Jewell
Finance and Administration Manager
(714) 560-5086



Quarterly Budget Status Report

First Quarter of Fiscal Year 2020-21

FY 2020-21 Budget to Actuals Year-To-Date



OVERVIEW

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) Business Plan for Fiscal Year (FY) 2020-21 and FY 2021-22 (Business Plan), and the FY 2020-21 budget were anticipated to be approved at the March 18, 2020 Board of Directors (Board) meeting. The coronavirus (COVID-19) pandemic-related travel restrictions required the March 2020 Board meeting be canceled and the deadline to submit the annual Business Plan to the California State Transportation Agency (CalSTA) was pushed to May 1, 2020. On May 18, 2020, the LOSSAN Board approved the May 1, 2020 submittal of the LOSSAN Agency Business Plan.

The Board-approved FY 2020-21 Business Plan and budget is \$80,820,677. This includes funding for administrative and marketing services in the amount of \$10,071,172 (which includes interest revenue), and \$51,067,505 for net train operations (which includes \$180,000 for emergency bus bridge services and the continuation of the transit transfer program, \$1,177,275 reimbursement from other agencies, and \$6,378,931 for implementing a 3rd roundtrip between San Diego and San Luis Obispo), \$500,000 for minor capital projects, and \$19,682,000 for grant programs. The adopted budget for operations is based on preliminary cost estimates available at the time and assumed normal operating service levels (pre-coronavirus (COVID-19) pandemic).

On July 9, 2020, CalSTA approved a lower administrative, marketing, and minor capital programs budget. On September 23, 2020, a short-term operating budget of \$9,959,039, was approved for estimated net Amtrak operating expenses from October through January 2021. The approved operating budget is to support a reduced level of service of no more than sixty percent of the train miles previously approved in the FY 2019-20 business plan.

Amtrak operates on a Federal Fiscal Year (FFY) of October through September and the operating contract is executed on an FFY basis. The LOSSAN Agency operates on a FY between July and June.

The FY 2020-21 adopted budget assumes the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation will directly fund equipment capital charges for the Amtrak-owned railcars and locomotives used on the three state-supported corridors. As a result, equipment capital charges are not included in the operating agreement between Amtrak and the LOSSAN Agency.

This report highlights the major variances between the budget and actual revenues and expenses through the first quarter of FY 2020-21 (July 2020 through September 2020).

AMENDMENTS

On November 16, 2020, the Board approved an amendment to the LOSSAN Agency's FY 2020-21 revenue and expense budget to reflect the revised Amtrak operating revenue and expense forecast, reduced service levels, State-approved estimated operating funding allocation, and revised administrative, marketing and grants programs budget. This amendment will be reflected in the second quarter budget status report.

REVENUES

Budgeted revenues through the first quarter of FY 2020-21 total \$12,002,860, as presented in **Table 1: Revenues** under "FY 2020-21 Working Budget Year-To-Date". Actual Year-To-Date revenues through the first quarter totaled \$10,024,372. This is a variance of \$1,998,057.

The budget variances of \$5,162,282 in the State Operating Funding is because the approved FY 2020-21 working budget is based on the adopted budget, which assumes full service operating levels, prior to service reductions following the COVID-19 pandemic. The FY 2020-21 budget was adopted by the Board with the understanding that budget amendments would be brought to the Board during the FY, as necessary, to accommodate service changes and funding levels approved by CalSTA. The budget amendment approved by the Board on November 16, 2020 will be reflected in the second quarter budget status report.

The variance of \$463,708 in other state funding (grant revenue) is from lower revenue for the North County Transit District increased service frequencies and on-time

performance agreement due to timing of the payment for the first quarter expenses and invoicing of the revenue from the State.

The variance of \$323,330 in reimbursement from other Agencies is from a decrease in reimbursements from the Santa Barbara County Association of Governments for re-timed trains due to COVID-19 pandemic-related service reductions, and a longer time than we expected in invoicing for the fare subsidy reimbursements pending the execution of a new agreement. This agreement is anticipated to be executed in the third quarter of FY 2020-21.

State administrative funding is overrunning the budget by \$3,951,263, due to timing. The first half of state administrative funding was invoiced and received in the first quarter and is budgeted to be received in the second quarter.

COVID-19 Impacts to First Quarter Operating Revenues: Total passenger revenue for the first quarter fell approximately 83.4 percent compared to the same period last year. The decline in ridership due to the COVID-19 pandemic began in March 2020, even before the State of California safer-at-home orders. Beginning March 24, 2020, the Pacific Surfliner reduced service levels to match ridership declines and then to meet the state's mandate to not operate over 60 percent of normal operating service levels. The first quarter saw an average decrease of ridership of 85.4 percent over the same period in the previous year. This has had a significant impact on the overall net operating costs, which will be addressed in the operating expenses section of this report.

TABLE 1: REVENUES

	FY 2020-21 Adopted Budget	FY 2020-21 Working Budget	FY 2020-21 Working Budget Year-To-Date	FY 2020-21 Actuals Year-To-Date	\$ Variance Year-To-Date	% Variance Year-To-Date	FY 2020-21 Percent of Budget Used-to-Date
State Administrative Funding	\$ 6,830,782	\$ 6,830,782	\$ -	\$ 3,951,263	\$ 3,951,263	N/A	57.8%
State Marketing Funding	\$ 3,240,390	\$ 3,240,390	\$ -	\$ -	\$ -	N/A	N/A
State Operating Funding	\$ 49,390,230	\$ 49,390,230	\$ 10,733,541	\$ 5,571,259	\$ (5,162,282)	-48%	11.3%
Reimbursements from other Agencies	\$ 1,177,275	\$ 1,177,275	\$ 294,319	\$ (29,011)	\$ (323,330)	-110%	-2.5%
Other State Funding ¹	\$ 19,682,000	\$ 19,682,000	\$ 975,000	\$ 511,292	\$ (463,708)	-48%	2.6%
State Capital Funding ²	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	N/A	N/A
Amtrak Penalty & Assessment Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Net State/Other Agency Funded	\$ 80,820,677	\$ 80,820,677	\$ 12,002,860	\$ 10,004,803	\$ (1,998,057)	-17%	12.4%
Interest Revenue	\$ -	\$ -	\$ -	\$ 19,569	\$ 19,569	N/A	N/A
Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Total Revenues	\$ 80,820,677	\$ 80,820,677	\$ 12,002,860	\$ 10,024,372	\$ (1,978,488)	-16%	12.4%

¹ Includes Transit & Intercity Rail Capital Program, California Transit Security Grant Program, State Rail Assistance and State Transportation Improvement Program Funds

² Includes State Minor projects funding

Working budget is the adopted budget plus any amendments approved during the year.

OPERATING EXPENSES

Budgeted expenses through the first quarter of FY 2020-21 total \$10,277,628, as presented in **Table 2: Expenses** under “FY 2020-21 Working Budget Year-To-Date”. Actual Year-To-Date expenses through the first quarter totaled \$4,202,076. This is a variance of \$6,075,552.

The budget variance of \$3,472,807 in the net train operating expenses is because the first quarter budget amount is based on the FY 2020-21 adopted budget, which assumes full-service levels at a higher cost than was actually running during the quarter. Actual net operating expenses incurred during the first quarter came in lower than budget due to a cap on the total cost Amtrak can charge state supported routes under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Under the CARES Act (signed into law March 27, 2020), Amtrak can charge no more than 80 percent of FFY 2018-19 costs for FFY 2019-20. During FFY 2019-20 (which covers through September 30, 2020), Amtrak applied federal CARES Act funds directly to state-supported monthly invoices to cover the monthly difference between the cap and the actual net operating amount. Amtrak is currently estimating remaining

CARES Act funds that will be available to offset state-supported payments through January 2021.

The administrative staffing budget variance of \$1,128,246 is due to administrative payments anticipated for the first quarter that will now be paid during the second quarter. Additionally, there were salary savings from the vacant Project Manager position to be filled during the third quarter.

Grant programs expenses came in lower than budgeted by \$1,200,046 through the first quarter. This budget variance is because of a delay in payments to North County Transit District for the increased service frequencies and on-time performance agreement due to the time to receive the invoiced revenue from the State. Additionally, \$224,546 in prior fiscal year expenses related to various projects were accrued in FY 2019-20. These invoices are outstanding and should be paid in the third quarter.

The Marketing budget variance of \$164,915 is due to intentional cost savings in response to the economic impacts of the COVID-19 pandemic. The LOSSAN Agency marketing team scaled down advertising, paused promotions and

TABLE 2: EXPENSES

	FY 2020-21 Adopted Budget	FY 2020-21 Working Budget	FY 2020-21 Working Budget Year-To-Date	FY 2020-21 Actuals Year-To-Date	\$ Variance Year-To-Date	% Variance Year-To-Date	FY 2020-21 Percent of Budget Used-to- Date
Administrative Budget Line Items							
Administration - Staffing	\$ 5,852,282	\$ 5,852,282	\$ 1,355,952	\$ 227,706	\$ 1,128,246	83%	3.9%
Legal Services	\$ 50,000	\$ 50,000	\$ 8,500	\$ 554	\$ 7,946	93%	1.1%
Travel	\$ 52,000	\$ 52,000	\$ 9,317	\$ (227)	\$ 9,544	102%	-0.4%
Marketing	\$ 3,240,390	\$ 3,240,390	\$ 386,337	\$ 221,422	\$ 164,915	43%	6.8%
Insurance	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	N/A	N/A
Contracted services (Audit, Planning)	\$ 790,000	\$ 790,000	\$ 104,050	\$ 12,000	\$ 92,050	88%	1.5%
Dues & Memberships	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	N/A	N/A
Net State Funded Services	\$ 10,069,672	\$ 10,069,672	\$ 1,864,156	\$ 461,456	\$ 1,402,700	75%	4.6%
Banking Services	\$ 1,500	\$ 1,500	\$ 255	\$ 256	\$ (1)	-1%	17.1%
Total Admin Services	\$ 10,071,172	\$ 10,071,172	\$ 1,864,411	\$ 461,712	\$ 1,402,699	75%	4.6%
Non Budgeted Expenses							
Other Business Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Non Budgeted Admin Services	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Total Administrative Services	\$ 10,071,172	\$ 10,071,172	\$ 1,864,411	\$ 461,712	\$ 1,402,699	75%	5%
	FY 2020-21 Adopted Budget	FY 2020-21 Working Budget	FY 2020-21 Working Budget Year-To-Date	FY 2020-21 Actuals Year-To-Date	\$ Variance Year-To-Date	% Variance Year-To-Date	FY 2020-21 Percent of Budget Used-to- Date
Operating/Capital Budget Line Items							
Net Train Operating Expenses	\$ 50,567,505	\$ 50,567,505	\$ 7,437,717	\$ 3,964,910	\$ 3,472,807	47%	7.8%
Minor Projects	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	N/A	N/A
Grant Programs ¹	\$ 19,682,000	\$ 19,682,000	\$ 975,500	\$ (224,546)	\$ 1,200,046	123%	-1.1%
Total Operating/Capital Budget	\$ 70,749,505	\$ 70,749,505	\$ 8,413,217	\$ 3,740,364	\$ 4,672,853	56%	5.3%
Total Budget	\$ 80,820,677	\$ 80,820,677	\$ 10,277,628	\$ 4,202,076	\$ 6,075,552	59%	5.2%

¹ Includes Transit & Intercity Rail Capital Program, California Transit Security Grant Program, State Rail Assistance and State Transportation Improvement Program Funds

Working budget is the adopted budget plus any amendments approved during the year. Actuals year to date include encumbrances.

partnerships, and obtained no cost media from partners for public service announcements.

COVID-19 Pandemic Impacts to First Quarter Expenses: The LOSSAN Agency has been coordinating with stakeholders through the State-Amtrak Intercity Passenger Rail Committee (SAIPRC) on the implementation, accountability, and transparency of the CARES Act funding. The LOSSAN Agency is also coordinating with Amtrak, CalSTA, Caltrans, SAIPRC, and the two other state-supported routes in California to determine operating areas for cost reduction and savings as we navigate through the COVID-19 pandemic. Areas of identified cost reduction are in station labor, crew labor, fuel, connecting motor coach services, and equipment. Most of these cost reductions will be realized starting in FFY 2020-21, as Amtrak reduces their labor force.



Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency
First Quarter Financial Activity Report
Fiscal Year 2020-21

Date	Payee	Debit	Credit	Balance
August				
8/1/2020	Bank Account Balance Forward			22,005,387.88
8/5/2020	Grover Beach Station Improvements (Grant Funded)	400,000.00		21,690,131.63
8/5/2020	Amtrak - Station Upgrades (Grant Funded)	13,887.91		21,676,243.72
8/5/2020	North County Transit District Increased Service Frequencies & On-Time Performance	546,461.60		21,129,782.12
8/5/2020	Monarch Sport LLC - Pacific Surfliner Marketing - Advertising	42,396.25		21,087,385.87
8/5/2020	Woodruff, Spradlin & Smart - June - Legal Services	2,587.20		21,084,798.67
8/7/2020	Deposit - San Diego Layover Facility Relocation Study - Reimbursement		124,441.95	21,209,240.62
8/7/2020	Deposit - Caltrans Operating Funds		3,651,367.50	24,860,608.12
8/11/2020	Bank of the West - Credit Card Charges Various	792.96		24,859,815.16
8/19/2020	Goal Productions - Videography	1,750.00		24,858,065.16
8/19/2020	Google - Advertising	14,076.52		24,843,988.64
8/19/2020	HDR Engineering - Central Coast Layover Facility PR&ED (Grant Funded)	112,868.56		24,731,120.08
8/19/2020	Woodruff, Spradlin & Smart - July - Legal Services	554.40		24,730,565.68
8/20/2020	Bank of the West - July Bank Fees	113.42		24,730,452.26
8/25/2020	Nansen - Web Marketing Services	44,533.86		24,685,918.40
8/25/2020	Amtrak - Station Upgrades (Grant Funded)	19,045.87		24,666,872.53
8/25/2020	Sparkloft Media - Marketing Production Services	17,159.17		24,649,713.36
8/26/2020	HDR Engineering - Central Coast Layover Facility PR&ED (Grant Funded)	4,314.34		24,645,399.02
8/31/2020	Bank of the West - August Interest		6,525.25	24,651,924.27

**Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency
Open Agreements Listing as of September 30, 2020**

Agreement Number	VENDOR	DESCRIPTION	EFFECTIVE	TERMINATES	CONTRACT AMOUNT	AMOUNT PAID TO DATE	CONTRACT BALANCE	CONTRACT STATUS
C-4-1816	Woodruff Spradlin & Smart	Professional legal services. Piggyback off of Orange County Transportation Authority's (OCTA) contract.	7/1/15	6/30/29	\$210,000	\$169,644	\$40,356	OPEN
C-5-3490	Joanna Capelle	Professional services for financial programming, coordination and reporting services relating to grants. Piggyback off of OCTA's contract.	9/4/15	6/30/21	\$44,550	\$15,145	\$29,405	OPEN
L-5-0001	California Department of Transportation	Interagency Transfer Agreement Between California Department of Transportation and Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (Amended into L-8-0009)	7/1/15	6/30/21	N/A	N/A	N/A	OPEN
L-5-0002	N/A	Joint Powers Agreement Concerning the LOSSAN Agency	N/A	N/A	N/A	N/A	N/A	OPEN
L-6-0005	Santa Barbara Metropolitan Transit District	Cooperative Agreement with Santa Barbara Metropolitan Transit District for Pacific Surfliner Transit Transfer Agreement.	6/6/16	6/30/21	\$184,000	\$87,370	\$96,630	OPEN
L-6-0006	San Luis Obispo Transit	Cooperative Agreement with San Luis Obispo Transit for Pacific Surfliner Transit Transfer Agreement.	7/1/16	6/30/21	\$10,000	\$98	\$9,902	OPEN
L-6-0007	South County Transit	Cooperative Agreement with South County Transit for Pacific Surfliner Transit Transfer Agreement.	6/1/16	6/30/21	\$5,000	\$32	\$4,968	OPEN
L-6-0009	OCTA	Cooperative Agreement with OCTA for Pacific Surfliner Transit Transfer Agreement.	6/6/16	6/30/21	\$95,000	\$65,044	\$29,956	OPEN
L-6-0010	Anaheim Resort Transit	Cooperative Agreement with Anaheim Resort Transit for Pacific Surfliner Transit Transfer Agreement.	6/2/16	6/30/21	\$124,000	\$60,928	\$63,072	OPEN
L-6-0012	Ventura County Transportation Commission	Cooperative Agreement with Ventura County Transportation Commission for Pacific Surfliner Transit Transfer Agreement	6/1/16	6/30/21	\$87,000	\$55,383	\$31,617	OPEN
L-6-0013	Gold Coast Transit	Cooperative Agreement with Gold Coast Transit for Pacific Surfliner Transit Transfer Agreement.	7/1/16	6/30/21	\$20,000	\$5,826	\$14,174	OPEN
L-6-0015	San Luis Obispo Regional Transportation Authority	Cooperative Agreement with San Luis Obispo Regional Transportation Authority for Pacific Surfliner Transit Transfer Agreement.	6/1/16	6/30/21	\$18,000	\$65	\$17,935	OPEN
L-6-0016	Glendale Beeline	Cooperative Agreement with Glendale Beeline for Pacific Surfliner Transit Transfer Agreement.	6/22/16	6/30/21	\$37,500	\$10,325	\$27,175	OPEN
L-6-0017	North County Transit District	Cooperative Agreement with North County Transit District for Transit Transfer Agreement	6/6/16	6/30/21	\$95,000	\$13,138	\$81,862	OPEN
L-6-0023	Amtrak and OCTA	Cooperative Agreement with OCTA and Amtrak for Emergency bus bridge agreement. Funds flow between Amtrak and OCTA.	7/10/17	5/31/21	\$50,000	N/A	N/A	OPEN

**Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency
Open Agreements Listing as of September 30, 2020**

Agreement Number	VENDOR	DESCRIPTION	EFFECTIVE	TERMINATES	CONTRACT AMOUNT	AMOUNT PAID TO DATE	CONTRACT BALANCE	CONTRACT STATUS
L-7-0008	Amtrak	Operating Agreement with Amtrak for the provision of passenger rail service for Fiscal Years 2017-18 and 2018-19	10/1/17	3/30/20	\$76,772,017	\$75,746,341	\$1,025,676	OPEN
L-7-0011	Marsh Risk and Insurance Services	Consultant services to provide Insurance brokerage services	7/1/17	6/30/22	\$50,000	\$30,000	\$20,000	OPEN
L-7-0013	Amtrak	Security Projects for LOSSAN Corridor with AMTRAK	3/12/18	Project Completion	\$1,887,000	\$1,662,069	\$224,931	OPEN
L-7-1917	Making Waves USA, Inc.	Consultant services for website design and development services for the LOSSAN Agency - Pacific Surfliner	3/28/18	3/15/21	\$1,048,640	\$891,666	\$156,974	OPEN
L-8-0001	Bank of the West	Commercial Banking Services	9/6/18	8/31/23	\$25,000	\$2,121	\$22,879	OPEN
L-8-0007	Meringcarson	Email Marketing and Passenger Communications Program	1/7/19	12/31/20	\$49,800	\$42,300	\$7,500	OPEN
L-8-0009	California Department of Transportation	Interagency Transfer Agreement Between State of California Department of Transportation and Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency	7/1/18	6/30/21	N/A	N/A	N/A	OPEN
L-8-0010	OCTA	Managing Agency Agreement for OCTA to provide administrative services to LOSSAN	7/1/18	6/30/21	Reimbursable Agreement	\$6,162,210	N/A	OPEN
L-8-0012	Monarch Sport LLC	Field Marketing and Community Outreach Services for Pacific Surfliner	2/21/19	12/31/21	\$2,800,000	\$945,570	\$1,854,430	OPEN
L-8-0013	North County Transit District, Amtrak	Rail to Rail Cooperative Agreement with LOSSAN, NCTD & Amtrak	8/1/18	7/31/20	No Funds Flow Through LOSSAN	N/A	N/A	OPEN
L-8-0015	PR Newswire Assn LLC	PR Newswire Services	10/3/18	9/4/21	\$63,080	\$62,872	\$208	OPEN
L-8-0017	Deutsche Bahn Engineering & Consulting	Corridor Optimization consultant services	1/14/19	12/31/21	\$990,238	\$778,933	\$211,305	OPEN
L-8-0017A	Deutsche Bahn Engineering & Consulting	Corridor Optimization consultant services	1/14/19	12/31/21	\$86,027	\$0	\$86,027	OPEN
L-9-0001	Amtrak	Design services in support of the expansion of the Pacific Surfliner Layover facility in Goleta	12/11/2019	12/31/2021	\$383,000	\$14,453	\$368,547	OPEN
L-9-0002	North County Transit District	Cooperative Agreement for Increased Service Frequencies and On-Time Performance	2/1/2019	6/30/2021	\$6,142,301	\$4,393,525	\$1,748,776	OPEN
L-9-0004	HDR Engineering Inc	Project Report and Environmental Document for the Central Coast Layover Facility	5/29/2019	11/30/2020	\$2,005,588	\$648,370	\$1,357,218	OPEN
L-9-0005	Southern California Regional Rail Authority (SCRRA), Amtrak	Rail to Rail Cooperative Agreement with LOSSAN, NCTD & Amtrak	7/1/2019	9/30/2020	\$2,400,000	No Funds Flow Through LOSSAN	N/A	OPEN
L-9-0006	Crowe LLP	Audit Services for fiscal years ending 6/30/2019 through 6/30/2021	4/2/2019	3/31/2022	\$71,400	\$35,800	\$35,600	OPEN
L-9-0008	Amtrak	Construction and/or construction management services in support of non-public works minor capital projects.	3/12/2018	Project Completion	\$499,886	\$169,920	\$329,966	OPEN

**Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency
Open Agreements Listing as of September 30, 2020**

Agreement Number	VENDOR	DESCRIPTION	EFFECTIVE	TERMINATES	CONTRACT AMOUNT	AMOUNT PAID TO DATE	CONTRACT BALANCE	CONTRACT STATUS
L-9-0009	WSP USA Inc.	Professional services to evaluate and prepare cost estimates for the purchase of rail car equipment	9/9/2019	12/31/2019	\$49,886	\$47,457	\$2,429	OPEN
L-9-0011	Goal Productions	LOSSAN Videography Services	10/9/2019	9/30/2020	\$50,000	\$49,381	\$619	OPEN
L-9-0012	It Works Inc.	WiFi Landing Page Services	9/24/2019	N/A	\$10,500	\$8,750	\$1,750	OPEN
L-9-0013	Pastilla, Inc.	Creative Services for Print and Digital Creative Development, Design/Copywriting and Production	1/6/2020	12/30/2020	\$400,000	\$71,368	\$328,632	OPEN
L-9-0014	PGI Pacific Graphics Inc	Specialty Printing Services for the Pacific Surfliner	10/1/2019	9/30/2020	\$50,000	\$19,828	\$30,172	OPEN
L-9-0015	Goal Productions	Video and Photography Services	1/1/2020	12/31/2020	\$300,000	\$86,472	\$213,528	OPEN
L-9-0016	The ACE Agency	Public Relations and Media Outreach Services	1/17/2020	7/15/2021	\$50,000	\$17,080	\$32,920	OPEN
L-0-0001	Sparkloft Media	Provide services related to social media marketing and digital communications as needed	6/24/2020	6/15/2021	\$198,000	\$21,108	\$176,892	OPEN
L-0-0002	City of Grover Beach	Cooperative Agreement for Funding for Grover Beach Station Expansion Project	7/1/2019	1/31/2021	\$400,000	\$400,000	\$0	OPEN
L-0-0003	Outfront Media	Outdoor Advertising for Summer Campaign	2/19/2020	N/A	\$99,100	\$0	\$99,100	OPEN
L-0-0004	Amtrak	Agreement with Amtrak for the provision of passenger rail service	10/1/2019	9/30/2020	\$33,018,019	\$0	\$33,018,019	OPEN
L-0-0005	Union Pacific Rail Road Corporation	Contribution for Positive Train Control Implementation on Santa Barbara Subdivision	3/1/2020	N/A	\$8,550,676	\$8,550,676	\$0	CLOSED
L-0-0006	Union Pacific Rail Road Corporation	Capital Improvement Program to Implement Additional Round trips on Northern Corridor	12/1/2019	N/A	\$108,100,000	\$0	\$108,100,000	OPEN
L-0-0008	SMA and Partners AG	Annual Viriato Maintenance Fee	5/1/2020	4/30/2021	\$32,850	\$0	\$32,850	OPEN
L-0-0009	Trenolab	Annual Trenoanalysis Software Licence and Maintenance	5/1/2020	4/30/2021	\$4,000	\$0	\$4,000	OPEN
L-0-0010	DB Engineering and Consulting	Viriato Software Database Maintenance, Server Administration and Support	5/1/2020	4/30/2021	\$50,000	\$0	\$50,000	OPEN



February 16, 2021

To: Members of the Board of Directors
From: Donna DeMartino, Managing Director *Donna DeMartino*
Subject: Consultant Selection for Program Management Consultant Services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency

Overview

On November 16, 2020, the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors authorized the release of a request for proposals for program management consultant services to assist staff in the management and delivery of projects, including oversight, planning, environmental clearance, engineering, right-of-way acquisition, and construction activities to support the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of RailPros, Inc. as the firm to provide program management consultant services to the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.
- B. Authorize the Managing Director to negotiate and execute Agreement No. L-0-0016 between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency and RailPros, Inc., for an initial term of three years, with one two-year option term to provide Program Management Consultant Services to the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.

Discussion

Since 2015, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) has received a total of \$379,975,538, in funding through the Transit and Intercity Rail Capital Program (TIRCP), State Rail Assistance (SRA) funding, and programmed State Transportation Improvement Plan and Proposition 1B funds of which \$225,604,328 remains for the planning, design, and construction

of various capital infrastructure projects along the LOSSAN rail corridor that the LOSSAN Agency is either leading or helping to fund and oversee.

These projects include the design and construction of new or expanded layover and maintenance facilities for the Pacific Surfliner intercity passenger rail service in San Luis Obispo, Goleta, and San Diego; a grade separated pedestrian crossing at the Camarillo station; a second track and platform in Carpinteria; and bridge replacements along the Santa Barbara Subdivision. Additionally, future planned projects may include build-out of the new maintenance and layover facilities, track and station improvements, facility rehabilitation projects, equipment overhauls, and other improvements that will benefit passenger rail service and system safety.

Program management consultant (PMC) services will assist LOSSAN Agency staff with technical expertise and staff augmentation to help manage the development and delivery of capital projects.

Procurement Approach

This procurement was handled in accordance with LOSSAN Board of Directors (Board)-approved procedures for architectural and engineering (A&E) services that conform to both federal and state laws. Proposals are evaluated and ranked in accordance with the qualifications of the firm, staffing and project organization, and work plan. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws. Evaluation of the proposals was conducted based on overall qualifications to develop a competitive range of offerors. The highest-ranked firm is requested to submit a cost proposal, and the final agreement is negotiated. Should negotiations fail with the highest-ranked firm, a cost proposal will be solicited from the second-ranked firm in accordance with the LOSSAN Board-approved procurement policies.

On November 16, 2020, the LOSSAN Agency Board authorized the release of Request for Proposals (RFP) 0-2620. The project was advertised in a newspaper of general circulation on November 16 and 23, 2020. A pre-proposal conference was held virtually on November 19, 2020, with 34 attendees representing 22 firms. Three addenda were issued to provide a copy of the pre-proposal conference registration sheets and presentation, provide responses to questions received, and address administrative issues related to the RFP.

On December 16, 2020, four proposals were received. An evaluation committee consisting of LOSSAN Agency staff, Orange County Transportation Authority staff from the Contracts Administration and Materials Management Department, and the Capital Projects Department met to review all proposals received. The proposals were evaluated based on the following Board-approved evaluation criteria and weights:

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

In developing the criteria weightings, several factors were considered. Staff assigned 35 percent to qualifications of the firm, as they must be knowledgeable in the specific areas identified in the scope of work (SOW) and capable of supporting the necessary level of effort over the term of the contract. Staff assigned the greatest level of importance to the staffing and project organization criterion, as the project manager, subconsultant teams, and the key team members must demonstrate their experience and ability in working with the railroads, as well as local regulatory and environmental agencies. Additionally, the selected firm's ability to manage and support a variety of capital programs along the LOSSAN rail corridor is critical to timely project delivery. The work plan is assigned a lower weighting overall, as the work will be directed and provided by the LOSSAN Agency. As this is an architectural and engineering procurement, price is not an evaluation criterion pursuant to state and federal laws.

The evaluation committee reviewed and discussed all proposals based on the evaluation criteria and short-listed the two most qualified firms listed below in alphabetical order:

Firm and Location

Mott MacDonald Group, Inc. (MM)
Orange, California

RailPros, Inc (RailPros)
Irvine, California

On January 14, 2021, the evaluation committee interviewed the two firms. The interviews consisted of a presentation allowing each firm to present its qualifications, highlight its personnel, and respond to evaluation committee questions. Questions were asked relative to the firms' understanding of the SOW, plan for personnel integration with LOSSAN Agency staff, methodology for working with key stakeholders, as well as specific clarification questions related to each firm's proposal. In general, each team's presentation addressed the requirements of the RFP, highlighted the project team's experience working on related projects, its staffing plans, and stressed the firm's commitment to the success of the project. After considering the responses to the questions asked during the interview, the evaluation committee adjusted their preliminary scores for both firms. RailPros remained the top-ranked firm with the highest cumulative score.

Based on the evaluation of written proposals and information obtained from the interviews, staff recommends RailPros as the firm to provide PMC services for the LOSSAN Agency. RailPros' proposal ranked highest among proposing firms. The firm proposed a qualified project team with adequate availability including stakeholder and technical experts to help as needed. RailPros also presented a detailed workplan drawing on past experience to develop a workplan tailored to the LOSSAN Agency. Finally, the firm was able to provide clear and well-thought-out responses to questions asked during the interview. The following is a summary of the proposal results.

Qualifications of the Firm

Both short-listed firms are well established with recent, relevant experience and are qualified to perform the requested services.

RailPros was founded in 2000, and currently employs 685 employees nationwide in 13 offices including its local Irvine office. RailPros is a rail focused firm with strong financial metrics. RailPros demonstrated recent, relevant experience with San Bernardino County Transportation Authority (SBCTA) serving as SBCTA's Program Manager for the Redlands Passenger Rail Program in which they provided a host of services including, but not limited to: project management, coordination for third-party agreements, operations, maintenance, California Public Utilities Commission applications. Additionally, RailPros served as the LOSSAN Corridor Program Manager for the San Diego Association of Governments (SANDAG) which included a full scope of services for the management of 21 rail improvement projects. RailPros prior similar work includes experience with Southern California Regional Rail Authority (SCRRA), BNSF Railway, and Union Pacific Railroad providing services such as on-call design, staff augmentation, and engineering services. RailPros proposed to provide eight subconsultants with a wide range of disciplines in order to provide all the services required by the SOW. RailPros also detailed its prior working experience with the proposed subconsultants on past projects.

MM was founded in 2001 and currently employs 2,400 employees in North America with 8 California offices, including its local Orange office. MM is a multi-disciplinary engineering, employee-owned firm. MM is currently a subconsultant on the Orange County Transportation Authority's (OCTA) Rail PMC and provides technical specialization and document and project control services. Similarly, MM provides, as a subconsultant to OCTA's OC Streetcar PMC, project controls, scheduling, and document control services using SharePoint. MM also discussed its role as SBCTA's on-call transit and rail consultant, helping SBCTA secure a \$30 million grant as well as various other program management and engineering services. MM proposed a team of 16 subconsultants and noted its experience working together.

Staffing and Project Organization

Both firms proposed a qualified project team with rail and PMC experience, utilizing a team of subconsultants to provide additional technical expertise.

RailPros proposed a project team with recent, relevant experience. The proposed project manager (PM) has over 14 years of experience managing rail projects, most recently assisting in program management on the SANDAG LOSSAN Corridor which included 21 projects and served as the PM for the Los Angeles County Metropolitan Transportation Authority (LA Metro)/SCRRA Van Nuys North Platform Project. RailPros' PM detailed their experience with stations and facilities along the LOSSAN rail corridor, all of which have required stakeholder coordination, specifically with various transportation agencies and municipal agencies. Both the proposed project controls and document control individuals have recent experience on the Redlands Passenger Rail Program for SBCTA providing scheduling, budgeting, and procurement services. RailPros proposed a team of stakeholder advisors who are experts in the specific agencies along the corridor who can provide their knowledge to navigate and partner with those agencies. RailPros also described its prior working relationships with its team of subconsultants. During the interview, RailPros discussed the teams' past working relationship with each subconsultant and how they helped each subconsultant.

MM proposed a team of qualified staff. The proposed project manager has over 10 years of experience related to managing rail projects, most recently providing the engineering design of three passenger rail capacity improvement projects for LA Metro, and also served as a PM for the Mount Vernon Viaduct Replacement for SBCTA. The project controls specialist is currently supporting the Orange County Transportation Authority (OCTA) under the PMC contract for the Capital Programs Division providing support for various capital projects. The document control/contract manager is also currently supporting OCTA's Capital Programs Division providing right-of-way coordination and support. MM proposed a bench of 16 subconsultants to provide the technical expertise needed for this project. Although MM proposed adequate availability for key staff in their proposal MM was asked to provide clarification on the availability of proposed personnel currently working under OCTA contracts during the interview, and while MM emphasized overall commitment to the project, the response was not clear about personnel's current commitments.

Work Plan

Both short-listed firms met the requirements of the RFP, and each firm proposed a work plan that addressed elements of the SOW, demonstrating an understanding of the required services.

RailPros presented a work plan that was inclusive of the elements identified in the SOW. A specific approach for the delivery of each element of the SOW was provided

and supported with specific project details. RailPros described its customized project management information systems (PMIS) with examples of the program summary dashboard and project detail dashboard, which were also presented during the interview. RailPros proposed to provide this tool to help aid in the overall management of various LOSSAN Agency projects. The proposal included a discussion on potential issues critical to the program such as, stakeholder coordination, third party agreements, additional funding, and managing rolling stock, among others, with proposed solutions. Other work plan elements were addressed, such as quality control, planning, and grant funding. During the interview, RailPros demonstrated the PMIS tailored to the LOSSAN Agency and described how it can be automated to track ongoing projects. The key personnel also provided thorough responses to questions, drawing on experience to respond to a question asking them to apply their workplan approach to a potential LOSSAN Agency project.

MM's work plan presented an approach that addressed the elements of the SOW identified in the RFP. The proposal included a project management plan with details such as: project cost and schedule controls, risk management, quality, documentation management, and communication plans. MM also described its software, SmartInsights, that captures relevant project details to aid in project controls. Other work plan elements such as quality control, planning, and grant funding were also addressed. During the interview, MM emphasized that its familiarity with OCTA processes would aid in its ability to apply their workplan approach to LOSSAN Agency projects.

Procurement Summary

Based on the evaluation of the written proposals, team qualifications, work plan, and information obtained from the interviews, the evaluation committee recommends the selection of RailPros as the top-ranked firm to provide PMC services for the LOSSAN Agency. RailPros presented a comprehensive proposal, a qualified team of key personnel resources to provide all required services, and demonstrated a thorough understanding of the requested services.

Fiscal Impact

The LOSSAN Agency's approved Fiscal Year (FY) 2020-21 Annual Business Plan and budget programmed \$766,000 for professional services that will be used to fund the PMC services contract for the remainder of this fiscal year. There is currently \$775,000 in administrative funds for professional services identified for this contract in the draft FY 2021-22 Annual Business Plan and budget. The administrative funding available for the contract next fiscal year and subsequent fiscal years will be adjusted to align with the approved budget and funding provided by the state. The available administrative funding will also be supplemented by approximately \$1 million in other grants and state funding, including TIRCP, Proposition 1B, and SRA funds.

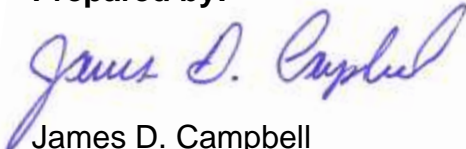
Summary

Staff requests Board of Directors' approval for the Managing Director to negotiate and execute Agreement No. L-0-0016 with RailPros, Inc., for an initial term of three years, with one two-year option term to provide program management consultant services to the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.

Attachments

- A. Review of Proposals, RFP 0-2620 Program Management Consultant Services for the LOSSAN Agency
- B. Proposal Evaluation Criteria Matrix ("Short-Listed Firms"), RFP 0-2620 Program Management Consultant Services for the LOSSAN Agency
- C. Contract History for the Past Two Years, RFP 0-2620 Program Management Consultant Services for the LOSSAN Agency

Prepared by:



James D. Campbell
Manager of Programs
(714) 560-5390

Review of Proposals
RFP 0-2620 Program Management Consultant Services for the LOSSAN Agency
PRESENTED TO THE BOARD OF DIRECTORS - February 16, 2021
4 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments
1	83	RailPros, Inc. (RailPros) Irvine, CA	HNTB Fehr and Peers Rail Surveyors and Engineers, Inc. Anil Verma Associates, Inc. ICF Jones & Stokes, Inc. Monument ROW C Below Earth Mechanics, Inc.	Highest ranked firm overall. Financially stable firm with large pool of resources. Recent, relevant staff augmentation experience in providing program management consultant (PMC) services to rail agencies such as San Bernardino County Transportation Authority, San Diego Association of Governments, and Southern California Regional Rail Association among others. Proposed a team of eight subconsultants and detailed past experience working together. Dedicated project team with a project manager (PM) with 14 years of experience managing rail projects. Proposed a team structure that includes advisors with specific experience with and knowledge of each stakeholder along the corridor. Proposed a customized project management information systems (PMIS) tool to aid in overall management of contract with features like a summary and detailed dashboard. Workplan addressed all elements in the scope of work (SOW) and the proposed approach was supported by highlighting previous experience to show relevant experience. Firm provided thorough responses to interview questions During the interview, RailPros team provided a demonstration of the PMIS that would aid in the overall management of LOSSAN Agency Projects.
2	74	Mott MacDonald Group, LLC (MM) Orange, CA	Costin Public Outreach Group Engineering Solution Services Kroner Environmental Services KZAB Engineers, Inc. McLean and Schultz, Inc. Monument ROW Netira Group, LLC PQM, Inc. Resources Systems Group, Inc. Saylor Consilting Group Suenram & Associates, Inc. Terry A. Hayes Associates, Inc. Turner Engineering W.G. Zimmerman Engineering, Inc. Wagner Engineering Survey, Inc. Zephyr USA, Inc.	Second ranked firm. Financially stable firm with large pool of resources. MM has current experience providing staff augmentation services for the Orange County Transportation Authority's (OCTA) Capital Rail and Highway departments. Proposed a team of 16 subconsultants. Proposed PM has 10 years of experience managing rail projects. Both the proposed project and document controls specialist are currently providing similar services to OCTA. Addressed all elements of the scope of work in workplan. Proposed to utilize SmartInsights software to capture LOSSAN Agency project data and presented a project management plan. During the interview, MM emphasized its familiarity with OCTA processes to aid in its ability to apply workplan approach. Limited availability of proposed personnel.

Evaluation Panel:**Proposal Criteria****Weight Factors**

Contracts Administration and Materials Management (1)
LOSSAN Agency (4)
Rail Programs (1)

Qualifications of the Firm
Staffing and Project Organization
Work Plan

35%
40%
25%

**PROPOSAL EVALUATION CRITERIA MATRIX ("SHORT-LISTED FIRMS")
RFP 0-2620 Program Management Consultant Services for the LOSSAN Agency**

RailPros, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.0	4.0	4.0	4.0	4.5	4.0	7	28.6
Staffing/Project Organization	4.0	4.0	4.0	4.5	4.5	4.0	8	33.3
Work Plan	4.5	4.0	3.5	4.5	4.5	4.5	5	21.3
Overall Score	82.5	80.0	77.5	86.5	90.0	82.5		83
Mott MacDonald Group, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.0	3.5	4.0	4.0	4.0	4.0	7	27.4
Staffing/Project Organization	3.5	3.5	3.0	3.5	3.5	3.5	8	27.3
Work Plan	4.0	3.0	3.5	4.0	4.0	4.0	5	18.8
Overall Score	76.0	67.5	69.5	76.0	76.0	76.0		74

The Range of Scores for the Non-Short listed Firms was 59-66

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 0-2620 Program Management Consultant Services for LOSSAN Agency

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Mott MacDonald Group, Inc.						
Contract Type: N/A	None	N/A	N/A	N/A		
Subconsultants:						
N/A					N/A	
Subtotal:						N/A
RailPros, Inc.						
Contract Type: N/A	None	N/A	N/A	N/A		
Subconsultants:						
N/A					N/A	
Subtotal:						N/A



February 16, 2021

To: Members of the Board of Directors

From: Donna DeMartino, Managing Director *Donna DeMartino*

Subject: Approval to Release Request for Proposals to Prepare the Project Report and Environmental Document for the San Diego County Maintenance and Layover Facility Project

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency is the designated lead and implementing agency for the San Diego County Maintenance and Layover Facility Project. The San Diego County Maintenance and Layover Facility Project includes the design and construction of a new maintenance and layover facility in San Diego to increase overnight layover and storage capacity, as well as support servicing and maintenance needs for the Pacific Surfliner intercity passenger rail service. Staff has developed a request for proposals to initiate the competitive procurement process for the preparation of the project report and environmental document.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3263 to prepare the project report and environmental document for the San Diego County Maintenance and Layover Facility Project.
- B. Approve the release of Request for Proposals 1-3263 to prepare the project report and environmental document for the San Diego County Maintenance and Layover Facility Project.

Discussion

The Pacific Surfliner intercity passenger rail service is currently supported by three layover facilities located in the cities of San Diego, Goleta and San Luis Obispo, as well as a primary maintenance and layover facility near downtown Los Angeles. The existing layover facility in San Diego, located at the downtown Santa Fe Depot (Attachment A), can store and service up to four train sets each night. The facilities in both Goleta and San Luis Obispo can only support the storage and servicing of one train set each. These locations are

currently operating at capacity, with no ability to expand at the existing San Diego facility. In order to advance service expansion and enhancement goals for the Pacific Surfliner, additional layover and maintenance capacity in San Diego is needed.

In January 2019, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) Board of Directors (Board) approved the selection of a consultant to perform the “LOSSAN Study for San Diego County Layover & Maintenance Facility” (Study) to evaluate potential sites for a new maintenance and layover facility in San Diego. The Study identified a total of 13 potential locations and evaluated them utilizing a set of criteria that were approved by the Project Development Team (PDT). The PDT was comprised of regional LOSSAN rail corridor stakeholders, including the California Department of Transportation, BNSF Railway (BNSF), San Diego Metropolitan Transit System, San Diego Association of Governments, North County Transit District, and Amtrak. Seven of the 13 potential sites met or exceeded the established criteria and were then further evaluated based on both operational and site characteristics. The Study concluded in December 2020, with a preferred site being identified approximately 1.5 miles south of the existing facility at the Santa Fe Depot, on property currently owned by the BNSF, near the intersection of Harbor Drive and Cesar Chavez Parkway in the City of San Diego (Attachment B).

The next step in the San Diego County Maintenance and Layover Facility Project (Project) is the Project Report and Environmental Documentation (PR/ED) phase. Through the PR/ED, there will be the preparation of 35 percent design, and ED of the site ranked highest as part of the Study. The PR/ED phase is estimated to be complete within 18 months.

LOSSAN Agency staff has developed a request for proposals (RFP) to initiate the competitive procurement process to retain consultant services for the PR/ED phase of the Project. The scope includes the following key elements:

- Engage the various project stakeholders in the design and environmental clearance of the Project.
- Perform preliminary engineering (35 percent design), including all appropriate reports and studies.
- Preparation of a draft and final Project report that summarizes existing conditions, the need for the improvement, the alternatives considered, and the recommendation.
- Preparation of environmental document, including conducting environmental evaluation and preparing appropriate technical reports and studies.

On April 21, 2020, the California State Transportation Agency awarded the LOSSAN Agency \$28,439,660 from the 2020 Transit and Intercity Rail Capital Program for the design and construction of a new maintenance and layover facility in San Diego.

Procurement Approach

The LOSSAN Agency Board-approved procurement policies and procedures require that the Board approve the release of any RFP over \$100,000 and approve the evaluation criteria and weightings. Staff requests Board approval of the draft RFP and evaluation criteria and weights, which will be used to evaluate the 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 |

Several factors were considered in developing these weights. Qualifications of the firm is weighted at 25 percent because, due to the breadth and depth of the requested services, the successful firm must have a proven track record for meeting the requirements outlined in the scope of work. Staffing and project organization is weighted highest at 40 percent, as the qualifications of the project manager and proposed project team must demonstrate familiarity with required specializations in terms of knowledge, skills, and experience. Work plan is weighted at 35 percent to emphasize the importance of the firm's technical approach to the Project, demonstrating its ability to provide solutions specific to the LOSSAN Agency's needs. As this is an Architectural and Engineering procurement, price is not an evaluation criterion pursuant to state and federal laws.

Staff will release this RFP upon Board approval of these recommendations. The resulting firm-fixed price agreement will be for a term of 18 months.

Fiscal Impact

Funding for this Project is included in the LOSSAN Agency's draft fiscal year 2021-22 budget and is funded with state funds through the 2020 Transit and Intercity Rail Capital Program grant award.

Summary

Board of Directors' approval is requested of the proposed evaluation criteria and weightings and to release Request for Proposals 1-3263 for the preparation of the project report and environmental document for the San Diego County Maintenance and Layover Facility Project.

Attachments

- A. Site Location of Existing San Diego Layover Facility at the Santa Fe Depot
- B. Location of Preferred Site of the New San Diego County Maintenance and Layover Facility
- C. Draft Request for Proposals (RFP) 1-3263, Consultant Services to Prepare the Project Report and Environmental Document for the San Diego County Maintenance and Layover Facility

Prepared by:



James D. Campbell
Manager of Programs
714-560-5390

**Site Location of Existing San Diego Layover Facility at the
Santa Fe Depot**



**Location of Preferred Site of the New
San Diego County Maintenance and Layover Facility**



DRAFT REQUEST FOR PROPOSALS (RFP) 1-3263

**CONSULTANT SERVICES TO PREPARE THE
PROJECT REPORT AND ENVIRONMENTAL
DOCUMENT FOR THE SAN DIEGO COUNTY
MAINTENANCE AND LAYOVER FACILITY**



**ORANGE COUNTY TRANSPORTATION AUTHORITY
ON BEHALF OF:
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR
AGENCY**

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

Key RFP Dates

Issue Date:	February 16, 2021
Pre-Proposal Conference Date:	February 23, 2021
Question Submittal Date:	February 26, 2021
Proposal Submittal Date:	March 16, 2021
Interview Date:	April 7, 2021

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3263: “CONSULTANT SERVICES TO PREPARE THE PROJECT REPORT AND ENVIRONMENTAL DOCUMENT FOR THE SAN DIEGO COUNTY MAINTENANCE AND LAYOVER FACILITY”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **prepare the project report and environmental document for the San Diego County Maintenance and Layover Facility.**

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before **2:00 p.m. on March 16, 2021**. Offerors are instructed to visit the link, select “RFP 1-3263” from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the LOSSAN Agency are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 1-3263, firms and subconsultants 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Traffic Land Surveying Railroad; Rapid Transit; Monorail - Architectural
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Environmental Consulting

Due to the COVID-19 pandemic, an on-site pre-proposal conference will not be held. **A pre-proposal conference will be held via Skype on February 23, 2021, at 9:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in Number: 714-560-5666
- Conference ID: 360127

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

Offerors 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 are to be included in this phase of the RFP process.**

The Authority has established April 7, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

All Offerors 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.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held, via Skype, on February 23, 2021, at 9:00 a.m. Prospective Offerors may call-in using the following credentials:

- Call-in Number: 714-560-5666
- Conference ID: 360127

An on-site pre-proposal conference will not be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to 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 LOSSAN Agency's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

Megan Bornman, Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5064, Fax: 714.560.5792
Email: mbornman@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or

agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority. mbornman@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 D.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 CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than **5:00 p.m., on February 26, 2021.**
- 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. 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:

Email: mbornman@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **March 4, 2021**. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Megan Bornman, Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Engineering - Architectural
	Engineering - Civil
	Engineering - Environmental
	Engineering - General
	Engineering - Traffic
	Land Surveying
	Railroad; Rapid Transit;
	Monorail - Architectural
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
	Environmental Consulting

Inquiries received after 5:00 p.m. on February 26, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

Proposals must be received by Authority at or before 2:00 p.m. on March 16, 2021, in accordance with the instructions below.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on March 16, 2021. Offerors are instructed to visit the link, select "RFP 1-3263" from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

2. 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 issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

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. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Megan Bornman, 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, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) 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.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to 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 would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize

themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit H, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit H may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit H, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the 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. Campaign Contribution Disclosure Form

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 Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is

true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled "Public Records Act Indemnification" provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

5. Safety Specifications (Exhibit C)

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit C, during the term of the awarded Agreement.

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; 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 project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 35%**

Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **April 7, 2021**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Board of Directors, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority.

C. AWARD

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

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

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Preparation of Project Report / Environmental Document (PR/ED)

for

San Diego County Maintenance and Layover Facility

SECTION 1

1. DESCRIPTION OF PROJECT

1.1. General Description of Services

This Scope of Work describes work elements necessary for the various tasks related to the preliminary engineering (35% design) and environmental documentation phase of the San Diego County Maintenance and Layover Facility Project (Project). The desired services shall be provided by what is herein referred to as the “CONSULTANT.” During the contract term, the CONSULTANT shall work directly for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (AGENCY). For the purposes of the analyses, major project components to be considered by the CONSULTANT shall include but not be limited to the following:

- Construction of layover tracks to support storage of at least four 7-car trainsets and one 10-car trainset, with the ability to add additional layover tracks in future expansions.
- Modification of existing storage tracks to support supplemental rolling stock layover and maintenance functions
- Construction of maintenance and servicing buildings for both locomotives and passenger cars.
- Oil drip pans to contain any oil spills from the locomotives.
- Oil water separator(s) to capture any oil spills from drip pans
- Service pit the entire length of one layover track
- Ground power and ground air availability at each layover track
- Sanitary sewer discharge stations connected to City sewer line
- Train wash with wastewater treatment and recycling capabilities
- Access for fueling trucks to all trainsets stored
- Access road/fire lane to allow maintenance and emergency vehicles to circulate
- Electrical design for LED lighting to meet Amtrak specifications and to allow for night-time maintenance activities

- Railroad Sub-ballast Preparation
- Grading and Drainage
- Water Quality Management Plan
- Gate and security fencing modifications to secure facility
- Building for maintenance storage, locker and restroom facility and administrative office (including briefing and crew quiet room)
- Yard limit (non-mainline) track work including switches and service platform
- Potable and Non-potable water cabinet every 86-feet along designated layover tracks
- Facility mounted blue light and blue flags for each track.

The AGENCY is anticipated to be the California Environmental Quality Act (CEQA) Lead Agency and will carry out the project approval process. The CONSULTANT shall prepare the CEQA environmental documentation and associated supporting studies. No federal funding or approval is anticipated for this project. The anticipated CEQA document is an Environmental Impact Report.

CONSULTANT shall utilize the documents identified below as resource documents. It is not the AGENCY's intent to provide a comprehensive list of resources; therefore, CONSULTANT shall make use of additional reference materials, as appropriate. CONSULTANT shall also be responsible for ensuring the use of the most recent version of all reference materials, including any addenda and errata.

- A Policy on Geometric Design of Highways and Streets (AASHTO 2011)
- California Public Utilities Commission (CPUC) General Orders Requirements
- California Regional Water Quality Control Board Requirements
- Manual of Uniform Traffic Control Devices (MUTCD 2012)
- MUTCD California Supplement (2012)
- Standard Specifications for Public Works Construction (SSPWC)
- BNSF Railway (BNSF) and National Railroad Passenger Corporation (Amtrak) Design Guidelines
- City of San Diego Standard Plans and Specifications
- City of San Diego Public Utilities Industrial Wastewater Requirements
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMP's)
- American Railway Engineers Association (AREA) Standards
- American Rail Engineers Maintenance Association (AREMA) Standards

- CEQA Handbooks
- Utility Agreements and Plans
- California Building Code (CBC) and Division of the State Architect (DSA) Access Compliance Reference Materials Provisions.
- CONSULTANT deliverables shall conform to the following:
 - All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD, DVD, or portable storage drive) in formats consistent with the AGENCY software programs.
 - All drafting shall be in conformance with the CADD User's Manual and shall be delivered electronically in CADD file formatting.
 - All railroad base mapping will utilize appropriate BNSF stationing and record of survey data.

1.2. Project Background

The AGENCY, in coordination with the California Department of Transportation Division of Rail and Mass Transportation (Caltrans), Amtrak, BNSF, the San Diego Association of Governments (SANDAG), North County Transit District (NCTD) and San Diego Metropolitan Transit Systems (MTS), referred to herein as "Stakeholders", proposes a new maintenance and layover facility for the Pacific Surfliner in San Diego County, at the southern end of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail corridor to increase overnight maintenance and storage capacity and service reliability. The LOSSAN rail corridor is 350 miles in length and serves Metrolink and COASTER commuter trains, Amtrak intercity trains, and BNSF and Union Pacific Railroad freight trains and is identified as the second most heavily traveled intercity passenger rail corridor in the nation.

San Diego is the southern terminus of Amtrak's Pacific Surfliner service ("Service"). Four Pacific Surfliner trains regularly overnight each day at the Santa Fe Depot in downtown San Diego for morning departures the following day. Both the California State Rail Plan (SRP) and the AGENCY Business Plan identify the desire for additional Service to and from San Diego. As currently configured, the existing facility at the Santa Fe Depot does not have the capacity to accommodate existing and future growths in the Service. The Project will allow for the fleet of equipment operating on the Pacific Surfliner to have a dedicated maintenance and storage facility. The Project will also support the service expansion and enhancement goals for the Pacific Surfliner. In addition, this new facility can be utilized by COASTER commuter service to support service expansion goals within San Diego County, supporting additional opportunities for integration and connectivity to the regional transit network.

The Project is currently funded by funds awarded through the Transit and Intercity Rail Capital Program (TIRCP). The funding was awarded in the most recent TIRCP funding cycle in April 2020.

1.3. Standards

1.3.1. Latest Editions

CONSULTANT shall perform all services under the Agreement in conformance and in compliance with the latest City of San Diego, County of San Diego, Amtrak, BNSF and Caltrans applicable design and other Federal, State and local environmental standards.

1.3.2. Conflicts

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by CONSULTANT from other agencies, CONSULTANT shall submit the matter to the AGENCY for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by the AGENCY shall be at CONSULTANT's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by CONSULTANT for extra work unless CONSULTANT can demonstrate that it has incurred additional expenses as a result thereof. Any work not affected by such conflicts, ambiguities discrepancies, errors or omissions shall continue to be performed by the CONSULTANT during this time.

1.3.3. Preliminary Engineering and Environmental Documentation

Preparation of the Project Report (PR) will be in accordance with the latest edition of the Caltrans "Project Development Procedures Manual" (utilized as a guide rather than formal procedures), City of San Diego, Amtrak and BNSF design standards. Environmental documentation work shall be prepared in conformance with CEQA guidelines and regulations.

If non-standard features become apparent during the initial design, CONSULTANT shall prepare a design exception memorandum following City of San Diego, Amtrak, BNSF or Caltrans guidelines as appropriate.

1.3.4. Plans and Reports / Studies

CONSULTANT shall prepare plans in English units and on standard plan and profile sheets acceptable to BNSF or Amtrak, as appropriate and directed by the AGENCY. Plans shall be provided in latest CADD format as requested by BNSF or Amtrak and be prepared in accordance with the current version of BNSF or Amtrak published CADD standards as appropriate.

Written reports and studies should be provided in hard copies and Adobe PDF format. Microsoft Word or Excel copies should be provided upon request.

1.3.5. CONSULTANT Deliverables Format

All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD/DVD and portable thumb drive) in PDF and original source file formats consistent with Amtrak and BNSF software programs. The electronic data shall also be available on secured web-based collaboration and document management system accessible by the project team and by the AGENCY even after the contract term has ended.

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

All electronic data produced and supporting the PR/ED shall be provided on either archival grade 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs and high quality portable thumb drive with USB 3.0 interface support using MicroStation V8i - Select Series 3 up to version 08.11.09.292 dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineer's electronic signature and seal, shall be provided to the AGENCY upon completion of the PR and environmental studies/documentation. Files may be submitted on up to five (5)

CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG.

All electronic data produced and supporting the PR/ED shall be provided to the AGENCY and shall be organized and indexed. This includes but is not limited to all drawings, reports, tables, graphs, exhibits, and appendices in their original source electronic format (.dgn, .tiff, .jpg, .docx, .xlsx, .pdf, etc.).

SECTION 2

2. GENERAL CONDITIONS AND REQUIREMENTS

- The AGENCY will identify a Project Manager who will be the single point of contact for communication and coordination with CONSULTANT.
- The AGENCY'S Project Manager will manage the Agreement and provide general direction to CONSULTANT.
- CONSULTANT shall comply with the Project Manager's requests, and fully cooperate with the AGENCY staff, other agencies, or consultants assigned to the Project. It is the responsibility of the CONSULTANT to immediately notify the Project Manager in writing for clarification to requests or any direction considered inconsistent with the Agreement.
- It is not the intent of the foregoing paragraph to relieve CONSULTANT of their professional responsibility during the performance of this Scope of Work. In those instances where the CONSULTANT believes a better design or solution to a problem is possible without increasing the project budget, CONSULTANT shall promptly notify the AGENCY in writing of these concerns, together with the reasons, and the AGENCY will consider the request and respond in a timely matter with a response to these concerns in writing.
- CONSULTANT shall be responsible for the accuracy, consistency and completeness of reports, studies, data, plans, estimates and other related material prepared for the Project and shall check such material accordingly. CONSULTANT shall implement a quality management program which includes independent checks of materials prior to all submittals.
- Reports, studies, plans, data, estimates, and documents produced by CONSULTANT shall be subject to approval and acceptance by the AGENCY, Amtrak, BNSF, the City of San Diego and Caltrans, as applicable. In the event of nonacceptance due to errors, inconsistencies and omissions, CONSULTANT shall have ten (10) business days to make corrections and return the documents to the AGENCY unless an alternate turnaround time is agreed by both parties in writing.

- All deliverables, such as; reports, studies, plans, estimates and other documents furnished under this Scope of Work, shall meet the customary standards of professional care. As part of the Project Quality Control Plan, CONSULTANT shall develop a report and design plan template that, at a minimum, include the Agreement number, date, page number and a Table of Contents. The data shall be presented neatly, well-organized, technically and grammatically correct, and conform to any other requirements established within the CONSULTANT's approved quality management plan. All work products shall clearly identify the preparer, checker, approver, and submitted with proper sign-offs.
- The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the California registered professional engineer(s) responsible for their preparation.
- To assist in understanding contract objectives and requirements, CONSULTANT shall hold regular bi-weekly conference calls with the AGENCY and other stakeholders, as applicable. The frequency of these meetings can be adjusted by mutual written agreement (e.g. email) of the AGENCY. If additional meetings are required because of the CONSULTANT not meeting the originally established schedule, the CONSULTANT shall be responsible for those related costs. The primary purpose of these meetings is to discuss work objectives, CONSULTANT's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PR/ED development.
- The AGENCY shall have the right, from time-to-time, to monitor and review the progress and/or processes of CONSULTANT, including Project records and files, by visiting CONSULTANT's facilities or by requiring coordination meetings.
- CONSULTANT shall notify the AGENCY before establishing direct contact with governmental regulatory and resource agencies and others to obtain information, expertise, and assistance in developing baseline data and resource inventories. CONSULTANT shall maintain a record of such contacts and shall transmit copies of those records to the AGENCY, as requested. CONSULTANT shall retain these records in Project files.
- Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyors Act. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- CONSULTANT shall designate a Survey Manager who will coordinate CONSULTANT's surveying operations. The Survey Manager shall be responsible for all matters related to CONSULTANT's surveying operations.

- Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to the AGENCY, Amtrak, BNSF, the City of San Diego or any other Stakeholder, as required by this Scope of Work, these shall be submitted in draft as scheduled, and the opportunity provided for reviewing agencies to direct revisions, prior to final submission.
- It is the responsibility of CONSULTANT and its sub-consultants to identify all stakeholders and required permits for design and construction. CONSULTANT shall obtain the proper permit(s) from local and state agencies and from BNSF, the City of San Diego, or Port of San Diego as necessary prior to any field investigations.
- CONSULTANT shall comply with all applicable federal, state, and local regulations regarding safety equipment and procedures for roadway and railroad. CONSULTANTS shall wear proper Personal Protective Equipment (PPE) when conducting field investigations. In case of a discrepancy between requirements, the most stringent regulation shall apply.
- CONSULTANT team shall be responsible for supporting and assisting AGENCY staff in the Board of Directors (Board) approval process during the preparation of the ED and PR. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. CONSULTANT team shall also be responsible for supporting the AGENCY with coordinating with other agencies regarding various issues related to the Project. CONSULTANT shall obtain approval from AGENCY's Project Manager prior to any changes to personnel, including sub-consultants. Key personnel removal without prior consent of AGENCY's Project Manager shall be deemed as out of contract compliance.

SECTION 3

The Scope of Work (SOW) for the Project Report and Environmental Document (PR/ED) phase of the project shall include the following tasks:

3. SCOPE OF WORK

3.1. Task 1: Project Management & Meetings

This task includes the Project management services including the requirements for meetings, schedules, progress reports, invoicing and administration of CONSULTANT work.

3.1.1. Project Management Plan

CONSULTANT shall prepare a comprehensive Project Management Plan (PMP) to communicate the scope of work, constraints, and technical requirements to all project participants. The project management plan shall also describe the responsibilities of each participant in the project.

The following items should be included in the PMP:

- Project description
- Project map
- Scope of work and task listing
- Project organization chart and hierarchy of communications
- Key project staff names and responsibilities
- Project controls including schedule (in P6 or MS Project format) and budget
- Document management procedures including electronic document filing index
- Applicable design standards and codes listing
- Applicable computer software programs
- Communications procedures
- Quality management procedures
- Risk management procedures including a risk register

A copy of the project management plan should be given to each project participant at the beginning of the project and a meeting should be held with all participants to explain all project requirements.

3.1.2. Quality Control Plan

The CONSULTANT shall submit a quality control/quality assurance (QA/QC) plan for this project within 30 calendar days of receipt of notice to proceed (NTP). The plan shall be developed in accordance with the OCTA's established minimum QA/QC requirements. In addition to AGENCY staff, Amtrak staff, Caltrans staff, BNSF staff, consultants, Stakeholders and other affected third parties may be requested to review deliverables submitted by the CONSULTANT during the project. However, in no way shall review by these parties relieve the CONSULTANT's responsibility of maintaining quality control and quality assurance in accordance with OCTA and all applicable federal/state/local standards and procedures.

3.1.3. Document Control

The CONSULTANT will establish a digital document control system, approved by the AGENCY, that will allow for the documentation of all necessary reports, drawings, agreements and costs and other project records for easy navigation and access to all PARTIES involved. The document control system should be

adaptable to allow different levels of access for the various stakeholders. The document control system should also allow access for the AGENCY to all Project files and records following the end of contract or CONSULTANT must transfer all Project files and records to the AGENCY at the end of contract.

3.1.4. Project Schedule

CONSULTANT shall submit an initial Project Master Schedule within 15 working days following NTP. Upon approval by the AGENCY, this schedule will become the Project Baseline Schedule. The approved Project Baseline Schedule shall be shown on the Project Master Schedule updates. The following elements must be included by CONSULTANT in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT and approved by the AGENCY
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule

CONSULTANT shall submit a copy of the Project Master Schedule to the AGENCY Project Manager for review and approval. Monthly schedule updates will be part of the Progress Report.

3.1.5. Monthly Progress Reporting

The CONSULTANT shall prepare and submit monthly progress reports to the AGENCY Project Manager including updates on key milestones, project schedule, and percent complete detail for each task, particularly worked on during the reporting period. This report shall be included with the monthly invoice and received no later than the tenth (10th) calendar day of the month following the month being reported.

3.1.6. Project Development Team (PDT) Meetings

The CONSULTANT shall schedule, coordinate, and participate in regular PDT meetings, the frequency for which will align with key milestone dates and decisions and reflected in the Project Master Schedule. The CONSULTANT shall be prepared to discuss draft and final deliverables as well as prepare meeting notes on design or environmental related issues discussed, including notations for specific or directed follow-up action items.

3.1.7. Stakeholder Coordination

- i. Local / State Agencies (Cities, SANDAG, NCTD, SDMTS, Caltrans, Port): The preliminary plans shall be developed in coordination with the City of San Diego (City), Port of San Diego (Port), Amtrak, and BNSF. Adherence to local standards will be required as applicable. Communications with City staff on questionable civil design requirements and/or interpretation of standards shall be documented and submitted to the City for written concurrence.
- ii. Railroad (BNSF / Amtrak): The CONSULTANT shall be required to maintain coordination and communication with BNSF and Amtrak in addressing issues involving access to the railroad right of way, permits, safety considerations and training, track design standards and practices, signal design, communications, and other items of concern that arise during the design process. Communications with BNSF or Amtrak on questionable design requirements and/or interpretation of standards shall be documented and submitted to the agencies for written concurrence. BNSF is responsible for the final design for all components that interface with their mainline, including railroad signaling and communications.
- iii. Meetings & Correspondence: In addition to regular PDT meetings, the CONSULTANT may be required to attend issue specific coordination meetings, as necessary (estimate up to four (4) meetings), with the various agencies or Stakeholders involved in this project.
- iv. Presentations & Visuals: The AGENCY, Caltrans or SANDAG staff and the project management team may lead any proposed outreach activities. Technical support in coordinating and setting up the activities, as well as visual displays may be required to support these activities. The CONSULTANT shall provide presentation materials (such as site plan drawings of the station and other project components...) as needed for presentations.

3.2. Task 2: Preliminary Engineering (35% Design)

Upon approval by both the AGENCY and the BNSF on a preferred site configuration and layout concept, CONSULTANT will initiate preliminary engineering of the facility.

3.2.1. Right-of-way and Utility Identification:

CONSULTANT shall identify right-of-way (R/W) impacts and proposed utility impacts associated with the preferred alternative. Existing R/W lines, and centerlines for roadway and railroads, shall be plotted from record information.

Based on the preliminary geometric plans, right-of-way acquisition or lease delineation shall be prepared for review and approval by the AGENCY, BNSF and the City. Potential impacts shall be delineated via right-of-way lines on appropriate base mapping.

Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, etc.).

Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition or lease negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

A R/W Data Sheet will be prepared to document costs related to right-of-way needs.

Utilities

CONSULTANT shall utilize available information to identify proposed utility impacts to prepare an analysis summarizing utility impacts and shall establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the alternatives.

CONSULTANT shall contact each utility company affected and a preliminary determination of relocation requirements and responsibilities shall be made.

CONSULTANT shall identify any potentially affected utility areas which may be subject to the requirements of the California Public Utility Commission General Order 131-D. Utility potholing is not included as part of this scope of work.

Deliverable(s):

- R/W lines delineated on plans
- R/W Data Sheets
- Preliminary impacted utilities delineated on Layout Plans
- Utility Conflict Matrix
- Preliminary Cost Estimate of utility relocations/impacts associated with the alternatives

3.2.2. Hydraulics / Hydrology Study:

CONSULTANT shall analyze and update existing information for roadway and railroad drainage systems and identify impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities, including a pump station, if required CONSULTANT shall ensure that the recommendations include sufficient right-of-way and budget for required storm water controls and identify Project specific permanent and temporary measures that may be required to mitigate anticipated impacts.

Necessary replacements and/or improvements shall include incorporation of the local agencies standards and be coordinated with the City's Drainage Master Plan and Water Quality Best Management practices.

Deliverable(s):

- Identification of major drainage improvements on layout plans or drainage plans
- Inclusion of drainage improvements in cost estimate
- Draft Hydraulics/Hydrology Study
- Final Hydraulics/Hydrology Study

3.2.3. Preliminary Geotechnical Report:

CONSULTANT shall identify and address potential impacts of site topography, geology, soils, and seismic activity on the Project. CONSULTANT shall review readily-available geotechnical and geologic information and subsurface soil conditions within the project study area to provide preliminary geotechnical recommendations for Project feasibility and cost estimating and prepare a Preliminary Geotechnical Report (PGR). CONSULTANT shall also conduct a geologic reconnaissance of the location to observe potential geotechnical and geologic issues that could arise during design.

Deliverable(s):

- Draft and Final Preliminary Geotechnical Report

3.2.4. Aerial Topographic Mapping and Field Surveys:

The CONSULTANT shall be responsible for obtaining and verifying the required topographic survey necessary for this project. It is noted that railroad survey data may be tied to a different coordinate system and must be reconciled by the CONSULTANT as appropriate. The CONSULTANT shall produce and provide 24" x 36" survey drawing(s) to include but not be limited to at least two permanent County or local jurisdiction benchmarks, existing right of ways, property lines, centerline stationing, point numbers, North & East coordinates, and elevations; and a TIN or DTM file. All survey data and TIN/DTM shall be given to the AGENCY in digital format (and hard copy as requested), on separate sheets from the preliminary design plans.

- The CONSULTANT shall prepare topographic mapping and perform design surveys in U.S. Customary Units at 1"=40' scale and 1 foot contours. Existing features shall be shown, including but not limited to the railroad, roadways, pavement markers/stripping, curb and gutter, buildings, bridge structure limits, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets and any other visible features. CONSULTANT shall establish railroad stationing based on BNSF or Amtrak record surveys (as appropriate) and prepare its track survey in accordance with BNSF standards.
- The CONSULTANT shall verify the physical existence of Monumental Control Points and, if necessary, re-establish such Control Points. The

CONSULTANT shall perform detailed field surveys of existing street and drainage features. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. The CONSULTANT shall verify survey results and then transmit them in AutoCAD format, along with ASCII point and station-offset files of all field survey ties. The CONSULTANT shall survey Geotechnical Boring locations, as necessary, to verify these locations.

3.2.5. Preliminary Design Plans

Preliminary design plans that are to be included shall be at a minimum:

- *Facility Design Plan* – This should include servicing and storage tracks, parts storage, mechanical and operations building with crew base, maintenance building(s) for rolling stock and locomotives, train wash with water treatment capability, service pit locations and safety and security measures. Sufficient lighting shall also be provided to support nighttime maintenance efforts.
- *Grading and Drainage Plans* – this should include provisions for an oil / water separator for drip pans.
- *Utility Plans* – including locations of Head End Power (HEP) hookups for trains laying over, ground power and an air supply for maintenance of the equipment.
- *Vehicular / Maintenance Access Plan*
- *Construction Staging Plan*
- *Cost Estimates* – CONSULTANT shall prepare Project Report level cost estimates to be analyzed in the Draft and Final Project Report based on the preliminary engineering plans and cost estimates.

3.2.6. Design Standard Exception Memorandum

CONSULTANT shall prepare and submit to the AGENCY, BNSF, Amtrak and the City a Design Standards Exceptions Memorandum evaluating the non-standard design features for the Project with coordination and in accordance with acceptable agencies' criteria, as applicable. Include draft design exception forms from the City, Amtrak and/or BNSF as applicable.

Deliverable(s):

- Design Standard Exceptions Memorandum
- Design Exception Forms (as applicable)

3.2.7. Storm Water Data Report (SWDR)

CONSULTANT shall prepare a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) in compliance with the California construction and industrial storm water permit process. CONSULTANT shall coordinate with the City, County, and Regional Water Quality Control Board for the specific region for this Project.

The SWDR will summarize the storm water quality issues of a Project and each alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the Project will address temporary, permanent, and treatment BMPs for the Project. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and the Regional Water Quality Control Board.

Deliverable(s):

- Draft SWDR
- Final SWDR

3.3. Task 3: Preparation of Project Report

3.3.1. Draft Project Report

CONSULTANT shall prepare a Draft Project Report using the Caltrans PDPM as a guide, rather than a formal procedure. The Draft Project Report will contain a discussion of the existing conditions, the need for improvements, the alternatives considered, and the recommendation for a preferred alternative.

CONSULTANT shall submit the Draft Project Report to the AGENCY. The AGENCY will be responsible for transmitting the Draft Project Report to Amtrak, BNSF, Caltrans, and other stakeholders as appropriate for review and comment. Two full review cycles are assumed for this scope of work.

Deliverable(s):

- Draft Project Report

3.3.2. Final Project Report

CONSULTANT shall incorporate comments from the review of the Draft Project Report and shall conduct a meeting or conference call / webinar with the reviewing agencies to discuss the comments. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. All comments and response to comments shall be documented in a spreadsheet and included with the final Project Report. The final Project Report shall be submitted to the AGENCY. The AGENCY will be responsible for distributing the final Project Report to the project stakeholders.

Deliverable(s):

- Final Project Report

3.4. Task 4: Environmental Document

CONSULTANT shall conduct the environmental analyses to meet California Environmental Quality Act (CEQA) requirements. A preliminary environmental constraints analysis was conducted and considered key topic areas that would most likely present constraints for the project at each site and/or would require regulatory permits. These key topics included land use, hazardous materials, noise, biological resources, wetlands, and waters and coastal zone. Based on this preliminary analysis, the recommended CEQA document is an Environmental Impact Report (EIR). The CONSULTANT shall also utilize CEQA Appendix G: Environmental Checklist to determine if any additional environmental factors should be considered in the analysis. The required permit identified as part of the preliminary analysis is a Coastal Development Permit, however additional permits may be required and should be identified by the CONSULTANT as part of the environmental process.

It is not anticipated the project will require clearance under the National Environmental Policy Act (NEPA); however, should there become a federal nexus for the project (i.e. funding or permits), then NEPA sufficient documentation may also be required.

Deliverable(s):

- California Environmental Quality Act (CEQA) Environmental Document.

3.4.1. Base Maps for Environmental Studies

CONSULTANT shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of the site. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section hazardous materials sites, and land uses and R/W sites. Data from publicly available sources will be used and adjusted, where appropriate, based on field surveys and observations conducted by the CONSULTANT.

Deliverable(s):

- Mapping to initiate environmental studies
- GIS mapping of environmental considerations/surveys

3.4.2. Conduct Environmental Evaluation

In preparing the environmental technical studies, CONSULTANT should utilize the Caltrans Standard Environmental Reference (SER) as a guide to comply with CEQA requirements for the preparation of the environmental documentation. However, it is the Consultant's responsibility to evaluate all applicable technical reports for inclusion. It will include concise application and

enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations should be prepared in accordance with Caltrans' SER.

Technical studies and other information to be prepared include but may not be limited to the following. The studies listed below are intended to be standalone documents, however, the CONSULTANT would also be responsible for addressing other environmental factors (i.e., growth inducing, utilities, public services, etc.) in support of the environmental document. These analyses may be integrated into the environmental document.

- i. Water Quality Technical Memorandum – If the proposed project anticipates an increase in impervious surface and/or storm water runoff, the CONSULTANT shall develop a Conceptual/Preliminary Water Quality Mitigation Plan (WQMP) based on the appropriate template as defined by the County of San Diego or the State. The Project may also be subject to the state and federal water quality requirements. Local surface and groundwater water quality requirements are regulated in this region by the San Diego Regional Water Quality Control Board and its Basin Plan water quality standards (https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/). A Conceptual/Preliminary WQMP will be prepared to support the environmental document. The Conceptual/Preliminary WQMP will qualitatively assess the Project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable storm water regulations and consistent with the California construction storm water permit. The Conceptual/Preliminary WQMP will assess the baseline water quality conditions from available information and beneficial uses of receiving waters downstream of the Project. The Conceptual/Preliminary WQMP will also identify the potential water quality issues from Project construction, post-construction and operation activities, and identify applicable mitigation measures (Best Management Practices and hydro modification measures) to address the short-term and long-term impacts.

Up to one submittal of the Conceptual/Preliminary WQMP will be required. The Conceptual/Preliminary WQMP will discuss the following with respect to the template requirements:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.

- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQMP will discuss the risk analysis that will be conducted as part of the Storm Water Pollution Prevention Plan consistent with the California Statewide General Construction Permit (Order 2009-0009-DWQ [(as amended by 2010-0014-DWQ and 2012-0006-DWQ)]. The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.
- Potential storm water quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, Total Maximum Daily Loads (TMDLs)/watershed mandates, and hydro modification management will be obtained from the SWDR and incorporated in the WQMP.
- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed water bodies and/or TMDL.

Deliverable(s):

- Draft Water Quality Technical Memorandum
 - Final Water Quality Technical Memorandum
- ii. Noise and Vibration Report – CONSULTANT shall prepare a Noise and Vibration Technical Memorandum that analyzes the project's noise impacts during the construction and operational periods by project phase. The analysis shall include noise monitoring (or modeling) of ambient conditions at representative locations as well as modeling of predicted future modeling during construction and operation of the project. If it is determined that project-related noise impacts would occur, the Noise Technical Memorandum shall make recommendations for noise attenuation.

Deliverable(s):

- Draft Noise and Vibration Technical Memorandum
 - Final Noise and Vibration Technical Memorandum
- iii. Hazardous Materials Site Assessment – The Project will be constructed on existing railroad property. A hazardous materials analysis shall be performed by CONSULTANT to identify parcels potentially containing hazardous materials that could pose a threat to the environment or people. The assessment shall include a database review, historical

records review, agency records review, site visit, and interviews with property owners, operators, or occupants. The CONSULTANT should also determine if any further investigation is needed as it relates to contamination on site as well as appropriate disposal of materials for the Project.

Deliverable(s):

- Draft Hazardous Materials Site Assessment
- Final Hazardous Materials Site Assessment

- iv. *Air Quality Analysis* – This Project will require the construction of a new passenger train maintenance facility to support the storage and layover of trains. An air quality analysis shall be performed by CONSULTANT to assess the potential impacts associated with potential idling of trains overnight. As part of this analysis, CONSULTANT shall estimate overall emission changes for PM₁₀, PM_{2.5}, reactive organic gases (ROG) and nitrogen oxides (NO_x), as well as changes in carbon monoxide (CO) and sulfur oxides (SO_x) emission burdens from the trainsets laying over in the facility based upon the service levels and fuel/power usage of the specific equipment assumed for the service. Emission rates should be obtained from EPA and CARB data, along with available local air district information.

Deliverable(s):

- Draft Air Quality Report
- Final Air Quality Report

- v. *Cultural Resources Study* – A records search is needed to identify potential impacts to cultural and historic resources. If it is determined from the records search that historical and/or archaeological resources are known to have occurred on the project site, then further analysis may be warranted.

An Area of Potential Effects (APE) map shall be delineated to determine if any prehistoric or historic archaeological resources are located within the project site. CONSULTANT shall prepare an APE map delineating areas of direct and indirect impacts to cultural resources. The CONSULTANT should utilize the Caltrans Environmental Handbook, Volume 2, as a guide.

In compliance with Assembly Bill 52, Native American tribes shall be notified of the project. Measures should be employed during the construction phase to address Native American artifacts and encountering of human remains.

The CONSULTANT shall perform consultation with the Native American Heritage Commission (NAHC) to determine if there are recognized tribes

in the project area. In addition, compliance with Assembly Bill 52 is required.

Deliverable(s):

- Cultural surveys/reports, and supporting documents
- Draft APE map
- Final APE map
- Approved APE for inclusion and delineating the analyses in the cultural surveys/reports
- If warranted, a finding of adverse effects shall be included

- vi. Biological Resources Study – The CONSULTANT shall perform a high-level biological survey to verify the presence or absence of sensitive biological resources and assess the drainages on site. If state and/or federal listed species or habitat are found to be present, a CDFW 2081 Incidental Take Permit or USFWS Section 7 Consultation may be required for potential impacts.

Furthermore, if the project requires removal of vegetation during the migratory bird nesting season (generally March 1-September 15), a preconstruction nesting bird survey would be required. If nesting migratory birds are found, project activity within an appropriate buffer (varying by species) may be required to halt until all nesting activities have ceased or all juveniles have fledged. The results of the survey should be summarized in a biological resources study.

Deliverable(s):

- Draft Biological Resources Study Report
- Final Biological Resources Study Report

SECTION 4

Project Schedule

The current project schedule for the Preparation of Project Report / Environmental Document (PR/ED) for San Diego County Maintenance and Layover Facility will be as follows:

ACTIVITY	DATE
A. Notice to Proceed/ Begin Work	Month and year
B. Draft PR and ED	Month and year
C. Final ED	Month and year

EXHIBIT B: PROPOSED AGREEMENT

1 **AGREEMENT NO. L-1-0001**

2 **BETWEEN**

3 **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2021 ("Effective Date"),
7 by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main
8 Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California
9 (hereinafter referred to as "LOSSAN AGENCY"), and ____ (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, LOSSAN AGENCY requires assistance from CONSULTANT to prepare the project
12 report and environmental document for the San Diego County Layover and Maintenance Facility project;
13 and

14 **WHEREAS**, said work cannot be performed by the regular employees of LOSSAN AGENCY;
15 and

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

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

19 **WHEREAS**, the LOSSAN AGENCY's Board of Directors authorized this Agreement on ____
20 _____.

21 **NOW, THEREFORE**, it is mutually understood and agreed by LOSSAN AGENCY and
22 CONSULTANT as follows:

23 **ARTICLE 1. COMPLETE AGREEMENT**

24 A. This Agreement, including all exhibits and documents incorporated herein and made
25 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
26 this Agreement between LOSSAN AGENCY and CONSULTANT and it supersedes all prior

1 representations, understandings and communications. The invalidity in whole or in part of any term or
2 condition of this Agreement shall not affect the validity of other terms or conditions.

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

10 **ARTICLE 2. LOSSAN AGENCY DESIGNEE**

11 The Managing Director of LOSSAN AGENCY, or designee, shall have the authority to act for and
12 exercise any of the rights of LOSSAN AGENCY as set forth in this Agreement.

13 **ARTICLE 3. SCOPE OF WORK**

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

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

20 **Names**

Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through _____, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

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

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by LOSSAN AGENCY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by LOSSAN AGENCY, including, but not limited to reimbursement for local meals.

<u>Task</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Project Management & Meetings	\$0.00
2	Preliminary Engineering (35% Design)	\$0.00
3	Preparation of Project Report	\$0.00
4	Environmental Document	\$0.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$ 0.00

C. CONSULTANT shall invoice LOSSAN AGENCY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may

1 be requested by LOSSAN AGENCY to substantiate the validity of an invoice. At its sole discretion,
2 LOSSAN AGENCY may decline to make full payment for any task listed in paragraph B of this Article
3 until such time as CONSULTANT has documented to LOSSAN AGENCY's satisfaction, that
4 CONSULTANT has fully completed all work required under the task. LOSSAN AGENCY's payment in
5 full for any task completed shall not constitute LOSSAN AGENCY's final acceptance of CONSULTANT's
6 work under such task; final acceptance shall occur only when LOSSAN AGENCY's release of the
7 retention described in paragraph D.

8 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
9 under this Agreement, LOSSAN AGENCY shall retain ten percent (10%) of the amount of each invoice
10 submitted for payment by CONSULTANT. All retained funds shall be released by LOSSAN AGENCY
11 and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless
12 LOSSAN AGENCY elects to audit CONSULTANT's records in accordance with Article 16 of this
13 Agreement. If LOSSAN AGENCY elects to audit, retained funds shall be paid to CONSULTANT within
14 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by
15 such audit. During the term of the Agreement, at its sole discretion, LOSSAN AGENCY reserves the right
16 to release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of
17 certain milestones. CONSULTANT shall invoice LOSSAN AGENCY for the release of the retention in
18 accordance with Article 5.

19 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
20 duplicate to LOSSAN AGENCY's Accounts Payable office. CONSULTANT may also submit invoices
21 electronically to LOSSAN AGENCY's Accounts Payable Department at vendorinvoices@octa.net. Each
22 invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article.
23 LOSSAN AGENCY shall remit payment within thirty (30) calendar days of the receipt and approval of
24 each invoice. Each invoice shall include the following information:

- 25 1. Agreement No. L-1-0001;
- 26 2. Specify the task number for which payment is being requested;

3. The time period covered by the invoice;

4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;

5. Monthly Progress Report;

6. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

7. Any other information as agreed or requested by LOSSAN AGENCY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

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To CONSULTANT:

To LOSSAN AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail

Corridor Agency

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Megan Bornman

Contract Administrator

E-mail: mbornman@octa.net

Tel: 714-560-5064

Cc: James Campbell

LOSSAN Program Manager

E-mail: jcampbell@octa.net

Tel: 714-560-5390

ARTICLE 8. INDEPENDENT CONTRACTOR

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against LOSSAN AGENCY involving the status of LOSSAN AGENCY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify LOSSAN AGENCY in relation to any allegations made.

ARTICLE 9. INSURANCE

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

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

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

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of LOSSAN AGENCY, its officers, directors, employees or agents;

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

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

6. Railroad Protective Liability insurance listing the Railroad as the named insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

a) No other endorsements restricting coverage may be added.

b) The original policy must be provided to the Railroad prior to performing any work or services under this Agreement.

c) All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

d) CONSULTANT agrees to waive its right of recovery against Railroad and LOSSAN AGENCY for all claims and suits against Railroad and LOSSAN AGENCY. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad and LOSSAN AGENCY for all claims and suits. The certificate of insurance must also have attached the waiver of subrogation endorsement. CONSULTANT further waives its right of recovery, and

1 its insurers also waive their right of subrogation against Railroad and LOSSAN AGENCY for loss of its
2 owned or leased property or property under CONSULTANT's care, custody or control.

3 B. If any portion of the operation is to be subcontracted by CONSULTANT, CONSULTANT must
4 require that the subconsultant provide, and maintain the insurance coverages set forth herein, naming
5 the City of San Diego, BNSF Railway and the Port of San Diego as additional insureds, and requiring that
6 the subconsultant release, defend and indemnify Railroad to the same extent and under the same terms
7 and conditions as CONSULTANT is required to release, defend and indemnify railroad herein.

8 C. Proof of such coverage, in the form of a certificate of insurance, with the LOSSAN AGENCY,
9 its officers, directors, employees and agents, designated as additional insureds as required by contract.
10 In addition, provide an insurance policy blanket additional insured endorsement. Both documents must
11 be received by LOSSAN AGENCY prior to commencement of any work. Proof of insurance coverage
12 must be received by LOSSAN AGENCY within ten (10) calendar days from the effective date of this
13 Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance
14 maintained by LOSSAN AGENCY. Furthermore, LOSSAN AGENCY reserves the right to request
15 certified copies of all related insurance policies.

16 D. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No.
17 L-1-0001; and, the Contract Administrator's Name, Megan Bornman.

18 E. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall
19 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

20 F. CONSULTANT shall be required to immediately notify LOSSAN AGENCY of any
21 modifications or cancellation of any required insurance policies.

22 **ARTICLE 10. ORDER OF PRECEDENCE**

23 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

24 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
25 RFP 1-3263; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited
26 herein or incorporated by reference.

1 **ARTICLE 11. CHANGES**

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

10 B. CONSULTANT shall only commence work covered by an amendment after the amendment
11 is executed by LOSSAN AGENCY.

12 **ARTICLE 12. DISPUTES**

13 A. Except as otherwise provided in this Agreement, when a dispute arises between
14 CONSULTANT and LOSSAN AGENCY, the project managers shall meet to resolve the issue. If project
15 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
16 Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or
17 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMP, shall be the
18 final and conclusive administrative decision.

19 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
20 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
21 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any
22 AUTHORITY official or representative on a question of law, which questions shall be settled in
23 accordance with the laws of the State of California.

24 **ARTICLE 13. TERMINATION**

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

CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by LOSSAN AGENCY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against LOSSAN AGENCY under this Agreement.

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B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from LOSSAN AGENCY provides otherwise. Upon receipt of the notice from LOSSAN AGENCY, CONSULTANT shall submit an invoice for work and/or services performed prior to the date of termination. LOSSAN AGENCY shall pay CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against LOSSAN AGENCY under this Agreement. LOSSAN AGENCY shall not be liable for any claim of lost profits or damages for such termination.

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless LOSSAN AGENCY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify LOSSAN AGENCY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of LOSSAN AGENCY.

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ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	\$0.00
	\$0.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 19. PROHIBITED INTERESTS

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

ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of LOSSAN AGENCY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected

1 with the performance of the project. CONSULTANT shall comply with LOSSAN AGENCY's policies
2 regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to
3 CONSULTANT or becomes generally known to the related industry shall be deemed confidential.
4 CONSULTANT shall not use LOSSAN AGENCY's name, photographs of the project, or any other
5 publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper,
6 seminar or other medium without the express written consent of LOSSAN AGENCY.

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

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

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

25 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
26 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify LOSSAN

1 AGENCY under any settlement made without CONSULTANT's consent or in the event LOSSAN
2 AGENCY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense
3 shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit
4 or claim, CONSULTANT, at no expense to LOSSAN AGENCY, shall obtain for LOSSAN AGENCY the
5 right to use and sell said item, or shall substitute an equivalent item acceptable to LOSSAN AGENCY
6 and extend this patent and copyright indemnity thereto.

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

8 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
9 bidders and LOSSAN AGENCY's budget process, CONSULTANT shall accomplish the design services
10 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
11 designed at a price that does not exceed the estimated construction contract price as set forth by
12 LOSSAN AGENCY. When bids or proposals for the construction contract are received that exceed the
13 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
14 permit contract award within the funding limitation. These additional services shall be performed at no
15 increase in the price for which the services were specified. However, CONSULTANT shall not be required
16 to perform such additional services at no cost to LOSSAN AGENCY if the unfavorable bids or proposals
17 are the result of conditions beyond its reasonable control.

18 B. CONSULTANT will promptly advise LOSSAN AGENCY if it finds that the project being
19 designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility
20 within these limitations. Upon receipt of such information, LOSSAN AGENCY will review
21 CONSULTANT's revised estimate of construction cost. LOSSAN AGENCY may, if it determines that the
22 estimated construction contract price is so low that award of a construction contract not in excess of such
23 estimate is improbable, authorize a change in scope or materials as required to reduce the estimated
24 construction cost to an amount within the estimated construction contract price set forth by LOSSAN
25 AGENCY, or LOSSAN AGENCY may adjust such estimated construction contract price. When bids or
26 proposals are not solicited or are unreasonably delayed, LOSSAN AGENCY shall prepare an estimate

of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS

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

ARTICLE 24. FINISHED AND PRELIMINARY DATA

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

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

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ARTICLE 25. GENERAL WAGE RATES

A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the Labor Code of the State of California, which is incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the LOSSAN AGENCY, CONSULTANT must request prior written authorization from the LOSSAN AGENCY's project manager before making any purchase. As part of this purchase request,

CONSULTANT shall provide a justification for the necessity of the equipment or supply and submit copies of three (3) competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the justification for the sole source.

B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased that will be paid for by the LOSSAN AGENCY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the LOSSAN AGENCY upon request.

C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment and credit LOSSAN AGENCY in an amount equal to its fair market value. Fair market value shall be determined, at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the equipment at the best price obtainable and credit LOSSAN AGENCY in an amount equal to the sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by LOSSAN AGENCY's project manager.

D. Any subconsultant agreement entered into as a result of this Agreement shall contain all provisions of this clause.

ARTICLE 27. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or potentially unable, to render impartial assistance or advice to LOSSAN AGENCY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to LOSSAN AGENCY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All disclosures must be submitted in writing to LOSSAN AGENCY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

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ARTICLE 28. CODE OF CONDUCT

CONSULTANT agrees to comply with LOSSAN AGENCY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 29. HEALTH AND SAFETY REQUIREMENT

CONSULTANT shall comply with all the requirements set forth in Exhibit B, titled "Level 1 Safety Specifications." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

ARTICLE 30. FORCE MAJEURE

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

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L-1-0001 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

4 **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL**

5 **CORRIDOR AGENCY**

6 By _____

7 By _____

8 Donna DeMartino
9 Managing Director

10 Date: _____

11 Date: _____

12 **APPROVED AS TO FORM:**

13 By _____

14 James M. Donich
15 General Counsel

16 Date: _____

EXHIBIT C: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder 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) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

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

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM**Information Sheet****LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

The attached Campaign Contribution 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 LOSSAN 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 Campaign Contribution 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 California Code of Regulations, Title 2 Sections 18438-18438.8.

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any LOSSAN Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
AND AFFILIATED AGENCIES**

Board of Directors

Al Murray, Chairman
Dana Reed, Vice Chairman
Priya Bhat-Patel, Director
Laurie Davies, Director
Mary Lou Echternach, Director
Jewel Edson, Director
John Fasana, Director
Caylin Frank, Director
Kyle Gradinger, Director
Gregg Hart, Director
Ellie Haviland, Director
Jeff Lee, Director
Bryan MacDonald, Director
Ron Morrison, Director
Cathy Murillo, Director
Mark A. Murphy, Director
Andy Pease, Director
David Perry, Director
Bill Sandke, Director
Tim Shaw, Director
Fred Strong, Director
Jess Talamantes, Director
Alan D. Wapner, Director
Jim White, Director

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____



February 16, 2021

To: Members of the Board of Directors

From: Donna DeMartino, Managing Director *Donna DeMartino*

Subject: Approval to Release Request for Proposals for Pacific Surfliner Social Media Marketing and Passenger Communications

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency has developed a request for proposals to initiate a competitive procurement process to retain consultant(s) to provide social media marketing and passenger communication services. Staff is seeking Board of Directors' approval to release the request for proposals.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3216 to provide social media marketing and passenger communication services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 1-3216 for social media marketing and passenger communication services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency for a one-year initial term with two, one-year option terms.

Discussion

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is responsible for marketing the Pacific Surfliner intercity passenger rail service to enhance public awareness of the service and increase ridership and revenue. The official Pacific Surfliner social media channels (which include Facebook, Twitter, Instagram, YouTube, and a blog) are increasingly important assets to the marketing program and help to inform the public about the service, inspiring trips, and driving traffic to PacificSurfliner.com. The LOSSAN Agency has utilized consultant resources to advance these goals and augment staff as needed.

In February 2020, the LOSSAN Agency initiated a competitive procurement process to secure consultant support services to assist staff in social media marketing of the Pacific Surfliner service, and on May 18, 2020, awarded an agreement to GoSeeTell Network, doing business as Sparkloft Media for a one-year term. This contract has helped grow and enhance the Pacific Surfliner social media program, allowing digital platforms to further support marketing program goals and position the Pacific Surfliner as a preferred transportation option. In addition to providing critical safety and service information, social media content also brings forth opportunities to enjoy the Pacific Surfliner remotely, through scenic views, train-themed art, rider stories, forward-thinking travel plans, and other uplifting content. This contract will expire in June 2021, and a new contract is needed to continue advancing the LOSSAN Agency's goals as discussed above.

The proposed new contract scope of services will build on previous successes and expand growth opportunities on digital platforms. LOSSAN Agency staff is seeking Board of Directors' (Board) approval to release the draft request for proposals (RFP) for new social media marketing and passenger communications support that includes option terms and an updated scope of work (SOW). The procurement schedule will allow the new contract in place by May 2021 to ensure a smooth transition between contracts and no lapse in coverage for important ongoing activities such as content development.

The new contract SOW includes the following:

- Managing the official Pacific Surfliner social media accounts
- Developing content, such as blog articles, social media posts, advertisements, and videos
- Interacting with individuals who post about the Pacific Surfliner online
- Strategically planning out social media campaigns to drive website traffic to PacificSurfliner.com
- Planning, producing, placing, and optimizing paid media
- Engaging with influencers (individuals on social media with large followings) and partners to increase exposure of the Pacific Surfliner
- Building reports to inform on the performance of the program and identify opportunities for growth

Procurement Approach

The LOSSAN Agency's Board-approved procurement policies and procedures require that the Board approve the release of any RFP over \$100,000, and approve the evaluation criteria and weightings. Staff requests Board approval of the draft RFP and evaluation criteria and weights, which will be used to evaluate the proposals received in response to the RFP.

The proposed evaluation criteria and weightings are as follows:

- | | |
|-------------------------------------|------------|
| • Qualifications of the Firm | 25 percent |
| • Staffing and Project Organization | 25 percent |
| • Work Plan | 30 percent |
| • Cost and Price | 20 percent |

Several factors were considered in developing these weightings. Qualifications of the firm are weighted at 25 percent because the successful firm must have a proven track record for meeting similar requirements in previous projects due to the depth of the requested services. Staffing and project organization are also weighted at 25 percent as the firm's proposed project team must demonstrate familiarity with required marketing specializations in terms of knowledge, skills, and experience. Work plan is weighted the highest, at 30 percent, to emphasize the importance of the firm demonstrating its ability to provide solutions specific to the LOSSAN Agency's marketing needs and opportunities. Cost and price are weighted at 20 percent to ensure the LOSSAN Agency receives the best value for the services provided.

The contract resulting from this procurement will have a one-year initial term with two, one-year option terms. Staff will release this RFP upon Board approval of these recommendations.

Fiscal Impact

The \$200,000 anticipated cost for the initial term of this agreement is a not-to-exceed maximum obligation. The anticipated spend during fiscal year (FY) 2020-21 related to this agreement is \$25,000, which is already included in the amended FY 2020-21 marketing budget. The actual marketing expenditures programmed for this agreement for future FYs will be adjusted to be consistent with the LOSSAN Agency's Board-approved annual business plan and budget and funding amounts approved by CalSTA.

Summary

Board of Directors' approval is requested of the proposed evaluation criteria and weightings and to release Request for Proposals 1-3216 for social media marketing and passenger communication services.

Attachment

- A. Draft Request for Proposals (RFP) 1-3216, Pacific Surfliner Social Media and Passenger Communications

Prepared by:



Emilia Doerr
Marketing & Communications Manager
714-560-5370

DRAFT REQUEST FOR PROPOSALS (RFP) 1-3216

PACIFIC SURFLINER SOCIAL MEDIA AND PASSENGER COMMUNICATIONS



**ORANGE COUNTY TRANSPORTATION AUTHORITY
ON BEHALF OF:
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR
AGENCY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	February 16, 2021
Pre-Proposal Conference Date:	February 24, 2021
Question Submittal Date:	February 25, 2021
Proposal Submittal Date:	March 10, 2021
Interview Date:	March 31, 2021

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February 16, 2021

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3216: "PACIFIC SURFLINER SOCIAL MEDIA AND PASSENGER COMMUNICATIONS"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide digital marketing services, including content development, strategic planning, and account management of the official Pacific Surfliner social media platforms. The budget for this effort is \$200,000 for a one (1)-year initial term.

Proposals must be received in the Authority's URL link below at or before 2:00 p.m. on March 10, 2021.

Proposals must be submitted electronically through the following URL link: [https://www.octa.net/Proposal Upload Link](https://www.octa.net/Proposal_Upload_Link) at or before 2:00 p.m. on March 10, 2021. Select "RFP 1-3216" from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

Proposals and amendments to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the LOSSAN Agency are required to register their business on-line at CAMM NET. The website can be found at

<https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 1-3216, firms and subconsultants 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:

<u>Category:</u>	<u>Commodity:</u>
Marketing, Advertising & Media Services	Advertising
	Communications Marketing Services

A pre-proposal conference will be held on February 24, 2021, at 11:00 a.m. via teleconference only.

****IN-PERSON ATTENDANCE IS NOT AVAILABLE***

A pre-proposal conference will be held via Skype teleconference on February 24, 2021 at 11:00 a.m. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 6899016. The conference will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call.

The Authority has established March 31, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

All Offerors 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.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 24, 2021, at 11:00 a.m. via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE

This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 6899016. The conference will begin promptly at 11:00 am. Callers are requested to dial in and mute the call.

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 LOSSAN Agency's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

Agueda Perez, Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5627, Fax: 714.560.5792
Email: aperez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding

this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

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 CAMM NET 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 via email to aperez@octa.net no later than 5:00 p.m., on February 25, 2021.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3216 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than March 4, 2021. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Agueda Perez, Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants 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:

Category:
Marketing, Advertising & Media
Services

Commodity:
Advertising
Communications Marketing
Services

Inquiries received after 5:00 p.m. on February 25, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted electronically through the following URL link: https://www.octa.net/Proposal_Upload_Link at or before 2:00 p.m. on March 10, 2021. Select “RFP 1-3216” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. 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 issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of

any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Agueda Perez, 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, and email address. Include name, title, address, email 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 person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) 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.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to 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 would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize

themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit H, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit H may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit H, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

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. Campaign Contribution Disclosure Form

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 Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

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; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **25%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **30%**

Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **20%**

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 31, 2021, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Board of Directors, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority.

C. AWARD

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

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

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Pacific Surfliner Social Media Marketing and Passenger Communications

I. INTRODUCTION

This Scope of Work describes Consultant's essential roles, responsibilities, functions, activities, and deliverables necessary for the successful implementation of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency's social media marketing and passenger communications program for the Amtrak Pacific Surfliner.

The LOSSAN Rail Corridor Agency wishes to contract with a strategic marketing firm to provide services related to social media marketing and digital communications as needed for the purpose of:

- Supporting ridership objectives (for example, recovering ridership lost during the COVID-19 pandemic and increasing ridership among key audiences)
- Establishing positive brand associations and visibility of the Pacific Surfliner
- Promoting loyalty, encouraging repeat usage, and improving the return on investment for marketing activities
- Promoting visibility of the Pacific Surfliner through key influencers to promote consumer purchase decisions within communities served
- Better defining audiences and delivering targeted marketing messages to promote long-term relationships and increase customer lifetime value
- Enhancing customer service by proactively serving up relevant information and also encouraging two-way dialogue between customers and the Pacific Surfliner brand
- Supporting ongoing communication and marketing efforts

Through this contract, Consultant shall provide expertise in specific service categories and supplement LOSSAN's in-house marketing and communications staff as well as work with external vendors contracted for specific marketing specialties including web development, creative services, public relations, videography, and advertising.

II. BACKGROUND

The 351-mile LOSSAN Rail Corridor travels through a six-county coastal region in southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Rail Corridor Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of nearly 3 million (pre-COVID). Outside of temporary service reductions in place due to the COVID-19 pandemic, there are twenty-six (26) daily Pacific Surfliner trains between Los Angeles and San Diego, with ten (10) trains extending to Santa Barbara/Goleta and four to San Luis Obispo. The Pacific Surfliner serves twenty-seven (27) stations between San Diego and San Luis Obispo.

The LOSSAN Agency promotes the Pacific Surfliner as a viable transportation option for travelers to destinations along the LOSSAN rail corridor and beyond. In addition to rail service, dedicated Amtrak Thruway bus connections supplement the train by providing transportation to and from San Luis Obispo for rail passengers making connections to Pacific Surfliner trains in Santa Barbara. Thruway Buses also provide connections between northern and southern California, and between Orange County and Palm Springs/Coachella Valley.

The goals of the LOSSAN Agency marketing program are outlined in section V. Appendix.

III. OVERVIEW

The project shall achieve the continued enhancement and implementation of a robust social media marketing program that delivers timely and relevant information including passenger communications, promotions, upcoming events, and news. Goals of the program include driving website traffic and ticket bookings among current and potential customers, connecting with and engaging those who have indicated an interest in train travel, enhancing the perception of the Pacific Surfliner service, and more.

Throughout the project, Consultant shall provide strategic support in various areas including the following:

- Strategic planning
- Development/refinement and implementation of specialized social marketing programs
 - o Crisis communications
 - o Influencer engagement
 - o Partnerships
- Content planning and development / digital storytelling
 - o Evergreen and promotional activities
 - o Seasonal marketing effort support
 - o Passenger communications
 - o Premium content
- Community management
- Paid media
- Reporting and optimization

IV. DEFINITION AND SCOPE

The Consultant shall complete the following tasks and specific deliverables required for each phase of the project.

Task 1 – Strategic Planning

Review the Pacific Surfliner social media marketing program and recommend adjustments to improve the ability to develop long-term relationships with fans and attract potential customers. Social media channels supplement marketing programs by driving website traffic, increasing ticket bookings, and encouraging two-way dialogue between customers and the brand. A quarterly update will provide recommendations for the overarching strategy as well as identify areas of opportunity. This includes:

- Emerging platforms, technology, assets, and/or content types that will boost the reach and engagement of Pacific Surfliner messages.
- Opportunities to grow Pacific Surfliner social channels via integrations on-board the train, at the stations, through partners, etc.
- Short-term and long-term improvements along with the level of effort required and how to implement them.
- Trends in the travel industry, including key motivators for travel, concerns to address, and opportunities for promoting the Pacific Surfliner.

Task 1 Deliverables:

1. Detailed quarterly strategic planning document with actionable recommendations for improving the social program through technology, new platforms, best practices, etc.
2. Quarterly analysis of two to three related social media programs (in the travel industry, rail transportation, etc.) to discover trends, effective content, etc., presented as a report

Task 2 – Development/Refinement and Implementation of Specialized Social Marketing Programs

Produce, enhance, and implement robust social media marketing programs that help establish long-term relationships with fans and attracts potential customers. Social media channels supplement marketing programs by driving website traffic, increasing ticket bookings, communicating important information to travelers, and encouraging two-way dialogue between customers and the brand.

Provide ongoing strategic support with the following:

- Build on the existing “always on” social media marketing program to grow channels, increase engagement, extend the reach of messages, and drive traffic to PacificSurfliner.com. Sections include:
 - o Distribution (paid media, partner integration)
 - o Content strategy. Existing content includes:
 - Branding/Awareness: Scenic photos and videos of the train, specialized videography (time-lapse, drone, etc.), behind the scenes
 - Education: News/service information, onboard amenities, safety updates and tips, riding tips

- Incentives/Inspiration: Discounts, influencer content, trip ideas, events
- Engagement: Photos and videos paired with a question or call to action that spark positive conversations about the Pacific Surfliner and foster enthusiasm for the service
- Recommend opportunities for extending the reach of Pacific Surfliner messages for both evergreen content and promotional/seasonal marketing effort.
- Leverage existing Pacific Surfliner photo and video assets, and provide recommendations for and/or assistance in sourcing additional photography and videography relative to content
- Regularly analyze performance to determine possible improvements to the overall strategy.

In addition, lead the development and implementation of specialized programs that shall leverage social channels and complement ongoing marketing activities:

- Crisis Communications: Work closely with LOSSAN Agency staff to update the existing plan that has been established to guide critical communication efforts in the event of a natural disaster or unforeseen event. Determine areas to expand upon based on current events.
- Influencer Engagement: Establish a framework to guide influencer campaigns, leveraging the reach and unique perspective of local influencers to showcase the Pacific Surfliner experience to relevant audiences. Research relevant influencers along the LOSSAN Rail Corridor and work with the LOSSAN Agency's Public Relations vendor to engage them throughout the year. Pacific Surfliner travel can be traded for coverage (including social posts, photos, and articles) by qualified influencers. Ensure coverage is accurate, positive, and has a high reach.
- Partnerships: Create, manage, and execute social media co-op campaigns with relevant partners to extend Pacific Surfliner messages, generate interest in the service among target audiences, and build brand equity.

Task 2 Deliverables:

1. Ongoing twelve (12)-month calendar of planned social media activities that will complement marketing campaigns centered around promotions, local events, and service impacts.
2. Distribution plan to augment social engagement and blog readership, including a paid media schedule (with target audiences, budgets, etc.) and procedures for identifying and repurposing popular content
3. Updated/expanded crisis communications plan
4. Overarching influencer engagement strategy document
5. At least six (6) high-quality influencer partnerships resulting in positive exposure for the Pacific Surfliner

6. At least four (4) co-op campaigns with partners along the corridor. Develop a toolkit for each partner with customized messaging, related photos, and pertinent links and/or copy points.

Task 3 – Content Planning and Development / Digital Storytelling

Work with the in-house marketing team to develop engaging and relevant stories and posts for social media that educate and inspire fans while growing customer base and cultivating user loyalty.

In addition to original, standalone social posts, the firm shall also collaborate with the in-house marketing team to expertly craft long-form, evergreen articles for the Pacific Surfliner blog that motivate action among readers and also reflect the personality, vision, and values of the brand.

The Consultant shall be responsible for writing compelling copy, providing editorial direction, and executing deliverables. Existing Pacific Surfliner marketing assets may be leveraged to build posts that share continuity with existing content, however, the Consultant should also make adjustments to improve creative and optimize for each channel (Facebook, Twitter, Instagram). Features such as Instagram Stories should be leveraged to broaden the content mix.

Marketing efforts shall focus on promoting distinct features of Pacific Surfliner, including the onboard experience, iconic scenery, and beloved destinations. Customer communications shall focus on consumer-centric messaging ranging from relevant travel tips to critical service advisories and train status information.

In addition, the Consultant shall assist in providing on-demand digital design and development services to support the social media marketing program, which may include graphics, video and animation with the following deliverables:

- Job delivery – May include web page design, programming, maintenance, animation, video editing, photo editing, and any other deliverables deemed necessary. Any design assets should be packaged for future design needs, including high resolution JPGs, fonts, and links.
- Timeframe – Many projects will have appropriate timelines. However, in some cases, projects will require same-day delivery, so the availability of the Consultant will be necessary.

Task 3 Deliverables:

1. A calendar of proposed social media topics for a twelve (12)-month period following the social media strategy
2. Monthly: Eight (8) evergreen social media posts (copy, imagery, implementation, standard post types) to support the content calendar, optimized across channels (variations for Facebook, Twitter, and Instagram) (96 annually)
3. Monthly: One (1) evergreen blog post (copy, imagery, implementation) supporting the content calendar (12 annually)

4. Monthly: Two (2) premium pieces of content (specialized ad, poll, video story, social media stickers, etc.) (24 annually).

Task 4 – Community Management

Work with the LOSSAN Agency to engage with current and potential riders on social media, fostering two-way dialogue to strengthen the relationship between customers and the brand, answer questions, and address concerns. Activities may include:

- Analyzing common questions and complaints from Pacific Surfliner channels, and recording responses via a working reference document.
- Engage with individuals posting about the Pacific Surfliner on social media through hashtags or tagged locations (proactive messaging). Interact with users who shared nice photos or stories of the experience and get permission to share on Pacific Surfliner channels
- Gather relevant photos and stories from various social media platforms that can be shared on Pacific Surfliner accounts

Task 4 Deliverables:

1. Community management procedures document that determines how the firm supports the LOSSAN Agency on proactive and reactive messaging, as well as elevating and documenting interactions.
2. Database of common questions and comments and subsequent responses.
3. Thoughtfully engage with at least thirty (30) individuals each month on various platforms who are posting about the Pacific Surfliner via hashtags or tagged locations (but not on Pacific Surfliner channels).
4. Build a library of permission-based user generated photography. Engage with at least twenty (20) individuals each month on various platforms to ask for permission to share photos on Pacific Surfliner accounts. Photos should be downloaded and appropriately organized and easily accessible.

Task 5 – Paid Media

Develop monthly advertising plans to extend the reach of Pacific Surfliner messages among relevant audiences. Activities may include:

- Provide recommendations for enhancing the setup of the advertising accounts (conversion tracking, audiences, reporting, etc.)
- Research and recommend new advertising avenues on social platforms that are not currently in use by the LOSSAN Agency.
- Provide a monthly plan with strategy, audience targeting, creative and messaging for advertising on social media channels. Implement and optimized approved plans, and provide reporting on a monthly basis.
- Extend the reach and boost engagement of posts with an ongoing media spend on corresponding social media channels.

Task 5 Deliverables:

1. Monthly advertising plan that identifies top-performing organic social posts that should get extra exposure, as well as target audiences, timelines, and budgets.

Include recommendations for advertising placements and/or formats that could provide added exposure, such as Instagram Stories or Instant Experiences on Facebook.

2. At least one (1) optimized advertising placement for social media each month (12 annually). For example, crafting messages, gathering images, and building the ad for an Instant Experience on Facebook.

Task 6 – Reporting and Optimization

Regularly evaluate performance of social media channels and identify opportunities to improve engagement (reach, organic interactions, etc.). Provide reports for the LOSSAN Agency that provides a monthly snapshot of social activity, which may include:

- Summary of key performance metrics, including both organic reach, impressions, interactions (likes, comments, shares, link clicks), as well as paid activity/expenditures
- Summary of most effective types of posts, times of day, frequency, post length, etc.
- Call out most successful posts with recommendations for repurposing / re-sharing / boosting with paid advertising
- Samples of fan engagement (comments, dialogue with the Pacific Surfliner brand, etc.)
- Recommend opportunities for improvement

Raw data shall be captured on a channel level and post level to document detailed performance metrics. This document shall be well-organized and easy to update with new rows of data on a monthly basis, with summary tables that update automatically.

Task 6 Deliverables:

1. Comprehensive monthly report with a summary of key metrics, most effective posts, and opportunities for improvement
2. Rolling document with raw data from social media channels (number of fans/followers, number of posts, organic and paid reach and impressions, interactions, etc.)

SCHEDULE

LOSSAN requires that all of the deliverables of the project be completed within twelve (12) months of the initial project meeting.

PROGRAM MANAGEMENT

The LOSSAN Senior Marketing Specialist will be the key contact for the Consultant and will direct the Consultant's work efforts. The Consultant shall be responsible for implementing the tasks described in the Scope of Work under the direction of the Senior Marketing Specialist. The Senior Marketing Specialist shall form, and be a part of, an

internal project team to assist in providing project direction. All jobs performed by the Consultant will require a cost estimate within two (2) days of project requests and the prior approval from the Senior Marketing Specialist before commencing work.

The Consultant shall designate a project manager within the firm to be the primary liaison with the LOSSAN Agency for day-to-day marketing activities. The project manager shall have the authority to make commitments and decisions that are binding to the Consultant. Any changes to the Consultant's personnel under this project shall be subject to the LOSSAN Agency's written approval.

The Consultant shall invoice the LOSSAN Agency based on the percentage of each task completed on a monthly basis.

If necessary to complete the requirements of the scope of work, Consultant shall license direct with vendors to access and obtain necessary tools and utilities. All invoicing pertaining to any license agreement shall be managed by the Consultant. LOSSAN shall be listed as an "additional user" on any license agreements. At the end of the term (or earlier), the Consultant shall assign/transfer all its rights to the license agreement to LOSSAN at no additional charge.

CONTRACT PERIOD

The contract period will be for one (1)-year initial term – starting May 31, 2021, with two (2) one (1)-year option terms.

V. APPENDIX

The LOSSAN Agency's efforts to create awareness and generate interest in the Pacific Surfliner service include a broad range of marketing activities from communicating critical rider information and engaging with audiences through various channels to launching new service promotions.

In 2020, strategic marketing and communications activities were adapted to align with reduced service levels and promote public informational messages related to health and safety in response to the novel coronavirus (COVID-19) pandemic. The LOSSAN Agency paused traditional marketing efforts and limited all paid advertising, achieving significant cost savings. The resulting \$1.2 million carry over funded Fiscal Year (FY) 20-21 marketing efforts, which reduced the subsidy needed from the State.

As conditions continue to evolve and travel demand rebounds, promotional marketing efforts are anticipated to resume with "travel allowed" service messages evolving into "travel encouraged" campaigns designed to build confidence in the Pacific Surfliner service and ultimately drive customers to PacificSurfliner.com and various Amtrak points of sale to purchase tickets and support ridership and revenue objectives. Remaining agile and continuing to effectively address evolving public health concerns, various service

scenarios, and public sensitivities will be critical to recovering ridership in the years following the pandemic.

The focus of the FY 2021-22 and FY 2022-23 marketing plan is to support key priorities outlined in the Business Plan, as well as engage in the marketing activities listed below.

Marketing Strategies and Programs

Novel coronavirus recovery

In March 2020, LOSSAN staff responded to the novel coronavirus (COVID-19) crisis by shifting strategies and tactics from promoting ridership and investing in advertising campaigns to executing crisis communications and public information campaigns. In anticipation of service reentry and recovery, a phased approach to marketing and communications was developed related to various travel demand and service level scenarios. The initial phase aligned with crisis response during statewide travel restrictions in spring 2020. Phase 2 followed in the summer as stay-at-home orders were lifted and conditions evolved with some segments of the public returning to work along with the reopening of various businesses. The final phase focuses on a return to promoting ridership when travel demand and economic activity increases, aligning with Pacific Surfliner service restoration. Personal safety and comfort while traveling will remain top priorities for travelers, making it critical to build consumer confidence in the Pacific Surfliner brand as well as establish a strategic foundation for restoring ridership.

Strengthening the Pacific Surfliner brand

LOSSAN Agency staff continues to develop and strengthen the Pacific Surfliner brand with efforts that include continuous review of the current brand as it is presented today, as well as customer analysis and qualitative market research. LOSSAN Agency staff also works to define all aspects of the brand, building upon guidelines for voice and visuals that help support clear and consistent communications across various channels and diverse audiences. Developing and documenting the Pacific Surfliner visual identity and editorial style helps ensure the LOSSAN Agency continues to create compelling campaigns and stories that resonate with audiences while telling a clear and powerful story about the Pacific Surfliner experience and driving intended actions.

Building marketing tools and content

Building a marketing program requires a deep understanding of the Pacific Surfliner audience and their motivations. Conducting market research and mapping out buyer personas are critical to identifying any potential concerns or questions that prospective passengers may have. Developing tools and content to answer these questions are key not only to boosting awareness, but also to motivating action. Designing reusable content around a clear purpose helps boost marketing productivity.

Customer retention

The LOSSAN Agency's marketing efforts include developing offers that address audience concerns and motivations – from sweepstakes and trial promotions to educational tools and interactive content, in order to promote loyalty and engagement. Staff identifies target markets and develops strategic campaigns to drive tangible outcomes (email acquisition, engagement with content, trial usage, promotional redemption). The LOSSAN Agency also pilots new channels and refines current efforts to more effectively reach existing audiences and new markets while building long-term customer relationships.

Passenger communications

The LOSSAN Agency continues to expand and improve access to informational messaging and critical passenger updates through the Pacific Surfliner website and Twitter account for passengers in transit and during trip planning. Relaying timely information and engaging in active social media monitoring and response helps enhance customer satisfaction. It is also critical in the event of major disruptions to help alleviate customer frustration and manage consumer expectations.

Public relations

The LOSSAN Agency develops and implements targeted public relations campaigns to generate featured stories and related publicity in order to boost awareness of the Pacific Surfliner service while enhancing the brand's credibility. Efforts also include working with bloggers and online influencers to promote visibility and awareness of the Pacific Surfliner. Successful public relations campaigns help support service announcements as the LOSSAN Agency works with media to highlight continuous efforts to provide a safe form of public transportation and restore operations. In addition to increasing the Pacific Surfliner's overall presence, public relations efforts utilize media monitoring tools to track coverage and identify opportunities to protect and enhance the Pacific Surfliner brand.

Generating sales referrals to Amtrak.com

One of the key metrics that the LOSSAN Agency uses to help measure the impact of marketing activities on ridership and revenue is Amtrak referral sales reports. These reports track the number of visits to PacificSurfliner.com that ultimately result in successful bookings on Amtrak.com. The LOSSAN Agency uses a combination of broad reach and targeted marketing efforts to ensure that high quality sales leads are directed to PacificSurfliner.com.

Destination marketing

The LOSSAN Agency continues to expand its destination-based marketing efforts to promote train travel among consumers in market to travel to key destinations along the LOSSAN rail corridor. The LOSSAN Agency continues to build and cultivate partnerships along the Pacific Surfliner route to increase market share and brand awareness in target markets, encouraging more southern California residents and visitors to take the train. Participating in cross-promotional opportunities with strategic partners helps to decrease

advertising costs and provides added value for Pacific Surfliner customers. In the wake of COVID-19, it is important to work with tourism partners to assess customer sentiment and willingness to travel.

Branding and awareness

Ongoing campaigns are designed to boost engagement with the Pacific Surfliner brand. General advertising along the corridor is necessary to generate a high number of impressions and create interest in the Pacific Surfliner service while highlighting key selling points, such as scenic views, stress-free travel, and the comfort and convenience of onboard amenities. Paid advertising also supports informational campaigns that are developed and implemented to adapt to evolving service levels, public health concerns, travel demand, and public sensitivities.

Advertising campaigns and direct marketing

As service levels are restored, staff will plan and implement short- and long-term integrated advertising and outreach campaigns to increase market share and drive customers to Amtrak points of sale. Regular reporting and data analysis will provide opportunities to refine campaigns to maximize return on marketing investments. This will include a robust marketing effort to support the restoration of service, as well as any other improvements that are implemented to help rebuild ridership.

Pacific Surfliner website

The PacificSurfliner.com website continues to provide an online destination for users to discover, plan, and book trips by train. The main purpose of the website is to capture traffic and drive users to Amtrak points of sale for ticketing. Many of the bookings on PacificSurfliner.com are assumed to be from new or latent riders, as frequent passengers tend to book directly through Amtrak.com or the Amtrak mobile app. This illustrates that the LOSSAN Agency's marketing efforts are crucial to not only maintain current customers, but also to reach new and distinct markets that present opportunities to grow ridership and revenue. New passengers on the Pacific Surfliner can then be turned into return customers by Amtrak through its national sales and promotional efforts, retargeting activities using transactional data, and loyalty incentives like Amtrak Guest Rewards that drive customers back to Amtrak points of sale for future trips. The LOSSAN Agency will continue efforts to enhance the online experience by implementing website features designed to increase user engagement and booking transactions. The PacificSurfliner.com website is also valuable as it provides localized information that is not readily available on Amtrak.com. For instance, it includes critical Pacific Surfliner service updates, route-specific content, and resources to aid trip planning.

Field marketing engagement

The field marketing engagement program is designed to build awareness of the Pacific Surfliner service while developing and strengthening relationships with local communities. The program includes investments in sponsorships, memberships, and advertising

programs that are coordinated through strategic partnerships with convention and visitors' bureaus, collegiate and professional sports franchises, live event promoters, and local event producers. It will be key to work with the community to support economic activity along the corridor by continuing to connect Southern California for business and tourism.

Metrics and milestones

As the LOSSAN Agency further develops its marketing program, it is prudent to invest in expanded marketing activities once marketing staff has sufficient insight into which efforts are productive and are able to take action on efforts that need to be refined. In addition to campaign monitoring and reporting, LOSSAN Agency staff continues to develop analytics to demonstrate return on investment, provide audience insight and help inform future marketing activities. LOSSAN Agency staff also works with Amtrak to improve reporting in order to better reconcile marketing efforts with Amtrak sales data, and gain insight to optimize future marketing strategies. Staff will continue to build on learnings and continue to monitor and adjust accordingly as new post-pandemic trends emerge.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-3216

Enter below the proposed firm-fixed price for each of the tasks described in the Scope of Work, Exhibit A. Prices shall be fully-burdened to include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Initial Term: Effective through May 31, 2022

<u>Task</u>	<u>Description</u>	<u>Fully-burdened Firm-Fixed Price</u>
1	Strategic Planning	\$_____
2	Development/Refinement and Implementation of Specialized Social Marketing Programs	\$_____
3	Content Planning and Development/Digital Storytelling	\$_____
4	Community Management	\$_____
5	Paid Media	\$_____
6	Reporting and Optimization	\$_____
Total Firm-Fixed Price		\$_____

REQUEST FOR PROPOSALS (RFP) 1-3216

Enter below the proposed firm-fixed price for each of the tasks described in the Scope of Work, Exhibit A. Prices shall be fully-burdened to include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Option Year One: June 1, 2022 through May 31, 2023

<u>Task</u>	<u>Description</u>	<u>Fully-burdened Firm-Fixed Price</u>
1	Strategic Planning	\$_____
2	Development/Refinement and Implementation of Specialized Social Marketing Programs	\$_____
3	Content Planning and Development/Digital Storytelling	\$_____
4	Community Management	\$_____
5	Paid Media	\$_____
6	Reporting and Optimization	\$_____
Total Firm-Fixed Price		\$_____

REQUEST FOR PROPOSALS (RFP) 1-3216

Enter below the proposed firm-fixed price for each of the tasks described in the Scope of Work, Exhibit A. Prices shall be fully-burdened to include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Option Year Two: June 1, 2023 through May 31, 2024

<u>Task</u>	<u>Description</u>	<u>Fully-burdened Firm-Fixed Price</u>
1	Strategic Planning	\$_____
2	Development/Refinement and Implementation of Specialized Social Marketing Programs	\$_____
3	Content Planning and Development/Digital Storytelling	\$_____
4	Community Management	\$_____
5	Paid Media	\$_____
6	Reporting and Optimization	\$_____
Total Firm-Fixed Price		\$_____

1. I acknowledge receipt of RFP 1-3216 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. L-0-0016**

2 **BETWEEN**

3 **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

4 **AND**

5 _____
6
7 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2021 ("Effective Date"),
8 by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main
9 Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California
10 (hereinafter referred to as "AGENCY"), and (hereinafter referred to as "CONSULTANT").

11 **WITNESSETH:**

12 **WHEREAS**, AGENCY requires assistance from CONSULTANT to provide digital marketing
13 services, including content development, strategic planning, and account management of official Pacific
14 Surfliner social media platforms; and

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

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

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

19 **NOW, THEREFORE**, it is mutually understood and agreed by AGENCY and CONSULTANT as
20 follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

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

EXHIBIT C

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

8 **ARTICLE 2. AGENCY DESIGNEE**

9 The Managing Director of AGENCY, or designee, shall have the authority to act for and exercise
10 any of the rights of AGENCY 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 AGENCY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference,
14 incorporated in and made a part of this Agreement. All services shall be provided at the times and places
15 designated by AGENCY.

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

18 **Names**

Functions

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

1 later than seven (7) calendar days prior to the departure of the incumbent key person, unless
2 CONSULTANT is not provided with such notice by the departing employee. AGENCY shall respond to
3 CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning
4 acceptance of the candidate for replacement.

5 **ARTICLE 4. TERM OF AGREEMENT**

6 A. This Agreement shall commence upon execution by both parties, and shall continue in full
7 force and effect through May 31, 2022 (Initial Term), unless earlier terminated or extended as provided
8 in this Agreement.

9 B. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
10 additional twelve (12) months, and continuing from June 1, 2022 through May 31, 2023
11 (First Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise
12 perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5,
13 "Payment."

14 C. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
15 additional twelve (12) months, and continuing from June 1, 2023 through May 31, 2024
16 (Second Option Term), and thereupon require CONSULTANT to continue to provide services, and
17 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in
18 Article 5, "Payment."

19 D. AGENCY's election to extend the Agreement beyond the Initial Term shall not diminish its
20 right to terminate the Agreement for AGENCY's convenience or CONSULTANT's default as provided
21 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from
22 commencement through May 31, 2024, which period encompasses the Initial Term, First Option Term
23 and Second Option Term.

24 **ARTICLE 5. PAYMENT**

25 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
26 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AGENCY

EXHIBIT C

shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by AGENCY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by AGENCY, including, but not limited to reimbursement for local meals.

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Strategic Planning	\$0.00
2	Development/Refinement and Implementation of Specialized Social	
	Marketing Programs	\$0.00
3	Content Planning and Development/Digital Storytelling	\$0.00
4	Community Management	\$0.00
5	Paid Media	\$0.00
6	Reporting and Optimization	<u>\$0.00</u>
TOTAL FIRM-FIXED PRICE PAYMENT		<u>\$ 0.00</u>

C. CONSULTANT shall invoice AGENCY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has documented to AGENCY's satisfaction, that CONSULTANT has fully completed all work required under the task. AGENCY's payment in full for any task completed shall constitute AGENCY's final acceptance of CONSULTANT's work under such task.

D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AGENCY's Accounts Payable office. CONSULTANT may also submit invoices electronically to AGENCY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. AGENCY shall

1 remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice
2 shall include the following information:

- 3 1. Agreement No. L-0-0016;
- 4 2. Specify the task number for which payment is being requested;
- 5 3. The time period covered by the invoice;
- 6 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 7 5. Monthly Progress Report;
- 8 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
9 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
10 information included with the invoice is true, complete and correct in all material respects; c) All payments
11 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
12 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
13 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
14 subcontractor or supplier unless so identified on the invoice.
- 15 7. Any other information as agreed or requested by AGENCY to substantiate the
16 validity of an invoice.

17 **ARTICLE 6. MAXIMUM OBLIGATION**

18 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONSULTANT
19 mutually agree that AGENCY's maximum cumulative payment obligation (including obligation for
20 CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which shall include all
21 amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due
22 to termination of, this Agreement.

23 **ARTICLE 7. NOTICES**

24 All notices hereunder and communications regarding the interpretation of the terms of this
25 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
26 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and

addressed as follows:

To CONSULTANT:

To AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail

Corridor Agency

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Agueda Perez

Contract Administrator

(714) 560 - 5627

aperez@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AGENCY involving the status of AGENCY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AGENCY in relation to any allegations made.

ARTICLE 9. INSURANCE

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

shall provide the following insurance coverage:

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

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

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

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

B. Proof of such coverage, in the form of a certificate of insurance, with the AGENCY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by AGENCY prior to commencement of any work. Proof of insurance coverage must be received by AGENCY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AGENCY. Furthermore, AGENCY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No. L-0-0016; and, the Contract Administrator's Name, Agueda Perez.

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

E. CONSULTANT shall be required to immediately notify AGENCY of any modifications or cancellation of any required insurance policies.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

(1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 1-3216; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited

1 herein or incorporated by reference.

2 **ARTICLE 11. CHANGES**

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

11 B. CONSULTANT shall only commence work covered by an amendment after the amendment
12 is executed by AUTHORITY.

13 **ARTICLE 12. DISPUTES**

14 A. Except as otherwise provided in this Agreement, when a dispute arises between
15 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
16 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
17 Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or
18 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMP, shall be the
19 final and conclusive administrative decision.

20 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
21 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
22 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any
23 AUTHORITY official or representative on a question of law, which questions shall be settled in
24 accordance with the laws of the State of California.

25 **ARTICLE 13. TERMINATION**

26 A. AGENCY may terminate this Agreement for its convenience at any time, in whole or part, by

1 giving CONSULTANT written notice thereof. Upon said notice, AGENCY shall pay CONSULTANT its
2 allowable costs incurred to date of termination and those allowable costs determined by AGENCY to be
3 reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims
4 against AGENCY under this Agreement.

5 B. In the event either Party defaults in the performance of any of their obligations under this
6 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
7 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
8 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AGENCY
9 provides otherwise. Upon receipt of the notice from AGENCY, CONSULTANT shall submit an invoice
10 for work and/or services performed prior to the date of termination. AGENCY shall pay CONSULTANT
11 for work and/or services satisfactorily provided to the date of termination in compliance with this
12 Agreement. Thereafter, CONSULTANT shall have no further claims against AGENCY under this
13 Agreement. AGENCY shall not be liable for any claim of lost profits or damages for such termination.

14 **ARTICLE 14. INDEMNIFICATION**

15 CONSULTANT shall indemnify, defend, and hold harmless AGENCY, its officers, directors,
16 employees and agents from and against any and all claims (including attorneys' fees and reasonable
17 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
18 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
19 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
20 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
21 indemnify AGENCY, its officers, directors, employees and agents shall not apply to such claims or
22 liabilities arising from the sole or active negligence or willful misconduct of AGENCY.

23 **ARTICLE 15. 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 AGENCY. Consent by AGENCY

EXHIBIT C

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

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	\$0.00

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

12 CONSULTANT shall provide AGENCY, or other agents of AGENCY, such access to
13 CONSULTANT's accounting books, records, payroll documents and facilities, as AGENCY deems
14 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
15 with generally accepted accounting principles and shall clearly identify and make such items readily
16 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
17 years from the date of final payment by AGENCY. AGENCY's right to audit books and records directly
18 related to this Agreement shall also extend to all first-tier subcontractors identified in
19 Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce
20 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

21 **ARTICLE 17. CONFLICT OF INTEREST**

22 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
23 of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or
24 potentially unable, to render impartial assistance or advice to AGENCY; CONSULTANT's objectivity
25 in performing the work identified in the Scope of Work is or might be otherwise impaired; or
26 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to

1 AGENCY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All
2 disclosures must be submitted in writing to AGENCY pursuant to the Notice provision herein. This
3 disclosure requirement is for the entire term of this Agreement.

4 **ARTICLE 18. CODE OF CONDUCT**

5 CONSULTANT agrees to comply with AGENCY's Code of Conduct as it relates to Third-Party
6 contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT
7 agrees to include these requirements in all of its subcontracts.

8 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

9 CONSULTANT and all subconsultants performing work under this Agreement, shall be
10 prohibited from concurrently representing or lobbying for any other party competing for a contract with
11 AGENCY, either as a prime consultant or subconsultant. Failure to refrain from such representation
12 may result in termination of this Agreement.

13 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

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

17 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

25 **ARTICLE 22. PROHIBITED INTERESTS**

26 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or

1 employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall have any interest,
2 direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

EXHIBIT C

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

ARTICLE 26. FORCE MAJEURE

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

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

CONSULTANT shall comply with all the requirements set forth in Exhibit __, Level 1 Safety Specifications.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L-0-0016 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

4 **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL**

5 **CORRIDOR AGENCY**

6 By _____

7 By _____

8 Donna DeMartino
9 Managing Director

10 Date: _____

11 Date: _____

12 APPROVED AS TO FORM:

13 By _____

14 James M. Donich
15 General Counsel

16 Date: _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder 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) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

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

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

The attached Campaign Contribution 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 LOSSAN 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 Campaign Contribution 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 California Code of Regulations, Title 2 Sections 18438-18438.8.

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any LOSSAN Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
AND AFFILIATED AGENCIES**

Board of Directors

Al Murray, Chairman
Dana Reed, Vice Chairman
Priya Bhat-Patel, Director
Laurie Davies, Director
Mary Lou Echternach, Director
Jewel Edson, Director
John Fasana, Director
Caylin Frank, Director
Kyle Gradinger, Director
Gregg Hart, Director
Ellie Haviland, Director
Jeff Lee, Director
Bryan MacDonald, Director
Ron Morrison, Director
Cathy Murillo, Director
Mark A. Murphy, Director
Andy Pease, Director
David Perry, Director
Bill Sandke, Director
Tim Shaw, Director
Fred Strong, Director
Jess Talamantes, Director
Alan D. Wapner, Director
Jim White, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No._____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____



February 16, 2021

To: Members of the Board of Directors *Donna DeMartino*
From: Donna DeMartino, Managing Director
Subject: Amendment to Agreement for Website Design and Development Services

Overview

On February 21, 2018, the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors approved an agreement with Nansen Inc., formerly known as Making Waves USA, Inc., to provide website design and development services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency for a two-year initial term and three, one-year option terms. Board of Directors' approval is requested to exercise the second option term effective March 16, 2021 through March 15, 2022.

Recommendation

Authorize the Managing Director to negotiate and execute Amendment No. 7 to Agreement No. L-7-1917 between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency and Nansen Inc., to exercise the second option term of the agreement, to extend the term through March 15, 2022, and increase the contract amount by \$255,454, for a new total contract value of \$1,304,094 to provide continued website design and development services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency marketing program.

Discussion

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is responsible for marketing the Pacific Surfliner intercity passenger rail service to enhance public awareness of the service and increase ridership and revenue. On February 21, 2018, the LOSSAN Agency's Board of Directors (Board) approved an agreement with Nansen Inc., formerly Making Waves USA, Inc., (Nansen) to provide website design and development services. These services are focused on driving more traffic to PacificSurfliner.com, improving the overall online customer experience, and increasing ridership and revenue. The PacificSurfliner.com website is the start of the online ticket booking journey for thousands of Pacific Surfliner riders and refers millions of dollars in ticket sales to Amtrak for purchase.

Under the scope of the agreement, Nansen provides website and digital marketing services, as needed, for:

- Driving awareness of and consideration for the Pacific Surfliner train service within the online space
- Ongoing maintenance and support for Episerver DXC, the content management system that powers PacificSurfliner.com
- Increasing ridership, positive brand associations, and visibility of the Pacific Surfliner
- Identifying opportunities and implementing solutions to improve the website user experience and overall customer satisfaction
- Improving the organic visibility of PacificSurfliner.com within key search engine platforms such as Google and Bing
- Referring qualified PacificSurfliner.com visitors to Amtrak.com for ticket purchase

Nansen has performed its obligations well, providing services under the scope of work to support and advance the LOSSAN Agency goals. In order to continue these services, and based on consultant's performance, staff recommends the Board approve an amendment to exercise the second option term.

Procurement Approach

The procurement was handled in accordance with LOSSAN Agency's Board-approved procedures for professional services that conform to both federal and state laws. The original agreement was awarded on a competitive basis and includes a two-year initial term for \$650,000, and three, one-year options. The first option term of the agreement was approved by the Board on February 21, 2018, and expires March 15, 2021, as described in Attachment A.

The agreement has been amended six times. Four were no cost amendments that focused on personnel and a company name change. The two remaining amendments included budget increases, including execution of the first option term. These amendments are further described in Attachment A. The proposed Amendment No. 7 is to exercise the second option term of the agreement through March 15, 2022. The budget for this amendment is estimated at \$255,454, based on current and historic commitments, bringing the total contract value to \$1,304,094. This includes the budget necessary to fund the direct costs of the Episerver DXC license and other technology fees. Exercising the second option term will allow Nansen to continue providing website design and development services for PacificSurfliner.com and the Pacific Surfliner marketing program.

Fiscal Impact

The \$255,454 anticipated cost for the second term of this agreement is a not-to-exceed maximum obligation. Funding for this option term is included in both the amended FY 2020-21 budget and presented in the draft FY 2021-22 budget, for which the actual spend will be adjusted consistent with funding amounts approved by CalSTA.

Summary

Staff recommends the Board of Directors authorize the Managing Director to negotiate and execute Amendment No. 7 to Agreement No. L-7-1917 with Nansen Inc., to exercise the second option term in the amount of \$255,454, for a total contract value of \$1,304,094, for continued website design and development services for the Pacific Surfliner.com and Pacific Surfliner marketing program.

Attachment

- A. Nansen, Inc., Agreement No. L-7-1917, Fact Sheet

Prepared by:



Emilia Doerr
Marketing & Communications Manager
(714) 560-5370

**Nansen, Inc.
Agreement No. L-7-1917
Fact Sheet**

1. February 21, 2018, Agreement No. L-7-1917, \$650,000, approved by the Board of Directors (Board).
 - To provide website design and development services for the LOSSAN Corridor Pacific Surfliner.com and Pacific Surfliner marketing program.
 - Initial term effective March 16, 2018 through March 15, 2020 with three, twelve-month option terms.
2. September 18, 2018, Amendment No. 1, Agreement No. L-7-1917, \$0 approved by Contracts Administration and Materials Management (CAMM.).
 - Add key personnel at no increase to maximum cumulative payment obligation.
3. May 16, 2019, Amendment No. 2, Agreement No. L-7-1917, \$0, approved by CAMM.
 - Revise key personnel at no increase to maximum cumulative payment obligation.
4. July 2, 2019, Amendment No. 3, Agreement No. L-7-1917, \$97,500 approved by CAMM.
 - Additional budget to cover extended implementation and launch of LOSSAN's website design and development services.
5. October 1, 2019, Amendment No. 4, Agreement No. L-7-1917, \$0 approved by CAMM.
 - Changed legal name from Making Waves USA, Inc. to Nansen, Inc.
6. November 13, 2019, Amendment No. 5, Agreement No. L-7-1917, \$0 approved by CAMM.
 - Revised Price Summary Sheet
7. February 18, 2020, Amendment No. 6 to Agreement No. L-7-1917, \$301,140, approved by Board.
 - Exercise the first option term of the agreement effective March 16, 2020 through March 15, 2021.

8. February 16, 2021, Amendment No. 7 to Agreement No. L-7-1917, \$255,454, pending approval by Board.


- Exercise the second option term of the agreement effective March 16, 2021 through March 15, 2022.

Total committed to Nansen, Inc., under Agreement No. L-7-1917: \$1,304,094.



February 16, 2021

To: Members of the Board of Directors

From: Donna DeMartino, Managing Director 

Subject: Final Draft Business Plan for Fiscal Years 2021-22 and 2022-23

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency is required to submit an annual business plan to the California State Transportation Agency by April 1st of each year that provides the basis for its annual budget request, outlines operations and service goals, and discusses any proposed changes to the Pacific Surfliner intercity passenger rail service. Staff has prepared a draft of the annual business plan for fiscal years 2021-22 and 2022-23 for Board of Directors' review.

Recommendation

Direct staff to incorporate comments received from the Board of Directors into the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's annual business plan for fiscal years 2021-22 and 2022-23 and return to the Board of Directors on March 15, 2021, for final approval.

Background

The interagency transfer agreement (ITA) between the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) and the California Department of Transportation, and the LOSSAN Joint Powers Agreement, require the LOSSAN Agency to annually develop a business plan to be approved by the LOSSAN Agency Board of Directors (Board) and submitted to the Secretary of the California State Transportation Agency (CalSTA) by April 1st of each year. The annual business plan (ABP) is a two-year planning, operations, and budget document that serves as the LOSSAN Agency's formal operations, maintenance and management plan and funding request to CalSTA. CalSTA is required to review and approve the ABP by September 1st of each year and it must be consistent with the most recently adopted State Rail Plan and California High-Speed Rail Authority business plan.

The elements of the ABP are prescribed by the ITA and include: a report on performance of the Pacific Surfliner intercity passenger rail service; an overall operating plan, including proposed service enhancements to increase ridership and accommodate travel demand; a marketing plan; a short-term and long-term capital improvement program; funding requirements for the upcoming fiscal year (FY); and an action plan with specific performance goals and objectives. The ABP must also document any planned service changes, including operating plans to serve peak-period trips and consideration of other service expansions and enhancements.

In addition, the ABP must clearly delineate how funding and accounting for state-sponsored intercity passenger rail service will be separate from locally sponsored services in the rail corridor. Proposals to expand or modify passenger services must identify all associated cost estimates, revenue, and ridership projections. The ABP also establishes, among other things: fares, operating strategies, and other initiatives designed to meet performance standards established in the ITA.

A draft budget is included as part of the ABP, but will be revised and resubmitted for final approval by June 30, following receipt of annual operating revenue and expense estimates from Amtrak for federal FY 2021-22. The operating revenue and expense estimates are typically received from Amtrak after the April 1, 2021 deadline for submitting the ABP. As part of the approval letter for the current business plan, CalSTA has allowed for this adjustment to the budget to provide sufficient time for the LOSSAN Agency to update the budget following the receipt of annual operating expense and revenue estimates from Amtrak.

Discussion

On November 16, 2020, the LOSSAN Agency Board reviewed a list of key assumptions for the LOSSAN Agency ABP for FY 2021-22 and 2022-23 and directed staff to incorporate those assumptions into the draft of the business plan. A draft was then prepared using the Board-approved assumptions and considering informal direction from CalSTA.

On December 18, 2020, the draft chapters were forwarded to the Technical Advisory Committee (TAC) for review and comment. Written comments and suggested edits were received from the TAC and incorporated into the draft ABP. A redline version of the draft, indicating the edits that addressed the input provided by the TAC, was redistributed to the TAC on January 12, 2021, giving the TAC an opportunity for a final review and to ensure their input was accurately reflected in the revised draft. A final discussion was held at the TAC meeting on February 4, 2021. Staff confirmed that there were no additional suggested edits to the draft document, which is now being presented for Board review.

Next Steps

Staff will incorporate any additional comments received from member agencies and the Board into the ABP. The complete ABP for FY 2021-22 and 2022-23 will then be presented to the Board for approval at the March 15, 2021 meeting. Upon Board approval, staff will submit the document to CalSTA before the April 1, 2021 deadline.

Summary

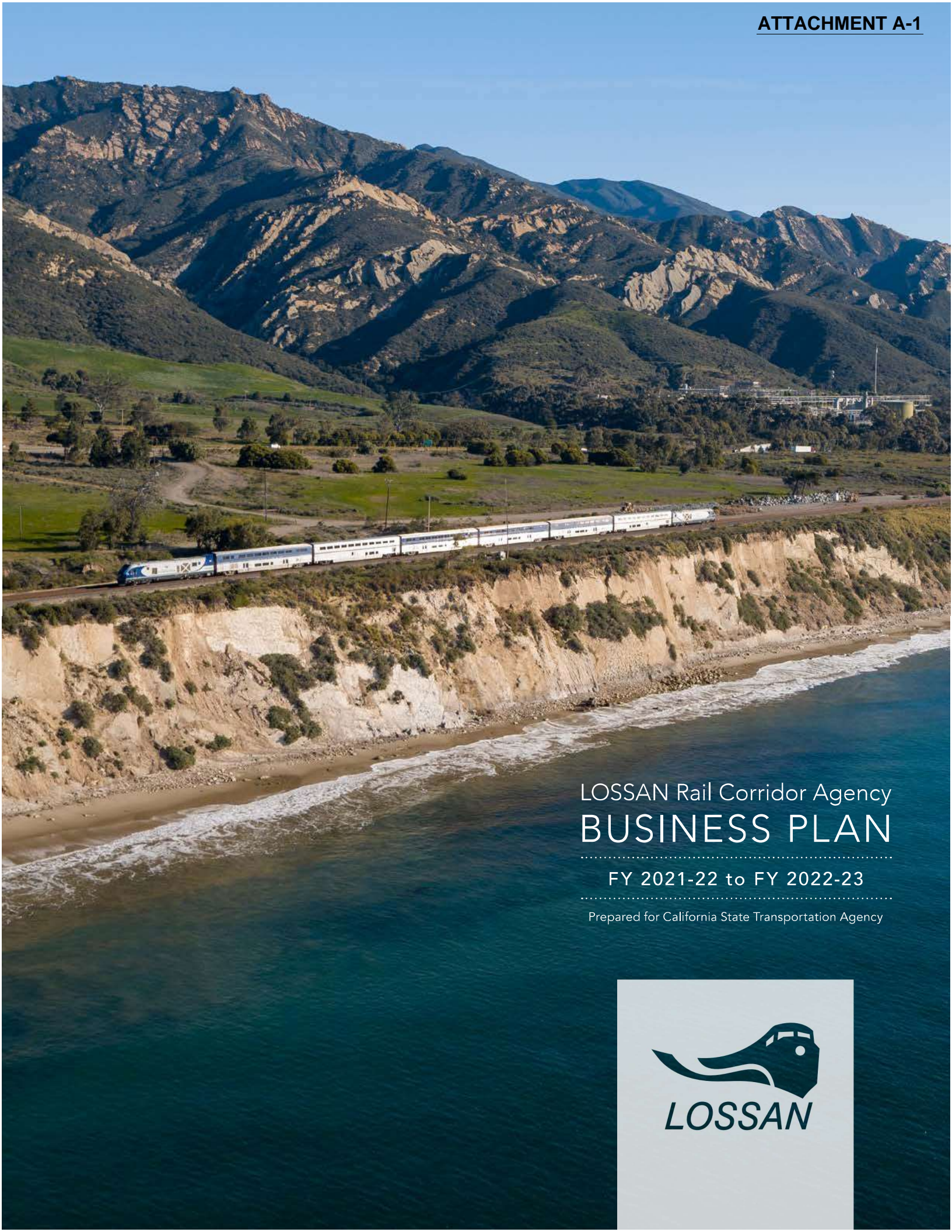
Consistent with the requirements of the interagency transfer agreement and joint powers agreement, staff prepared a draft of the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency business plan for Fiscal Year 2021-22 and Fiscal Year 2022-23. The final draft is presented for Board of Directors' review. Pending any additional comments or input, the final annual business plan will be submitted to the Board of Directors for approval at the March 15, 2021 Board meeting.

Attachment

- A. LOSSAN Rail Corridor Agency Business Plan, FY 2021-22 to FY 2022-23

Prepared by:

Roger M. Lopez
Manager, Planning and Analysis
(714) 560-5438



LOSSAN Rail Corridor Agency
BUSINESS PLAN

FY 2021-22 to FY 2022-23

Prepared for California State Transportation Agency



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EXECUTIVE SUMMARY

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is a joint powers authority (JPA) formed in 1989 that works to increase ridership, revenue, capacity, reliability, coordination, and safety on the rail corridor between San Diego, Los Angeles, and San Luis Obispo. On September 29, 2012, Governor Jerry Brown signed Senate Bill (SB) 1225 (Chapter 802, Statutes of 2012), which authorized the LOSSAN Agency to oversee the state-supported Pacific Surfliner intercity passenger rail service operating on the LOSSAN rail corridor, subject to approval of an interagency transfer agreement (ITA) with the State of California. The ITA became effective on July 1, 2015 and is currently executed through June 30, 2021. The Orange County Transportation Authority (OCTA) serves as the managing agency for the LOSSAN Agency and provides management and administrative support as outlined in the Administrative Support Agreement (ASA) between the LOSSAN Agency and OCTA.

The Pacific Surfliner service travels along a 351-mile coastal rail corridor through six counties in Southern California: San Diego, Orange, Los Angeles, Ventura, Santa Barbara, and San Luis Obispo. It is currently the second busiest intercity passenger rail corridor in the United States, and the busiest state-supported Amtrak route. The LOSSAN Agency is governed by a Board of Directors (Board) composed of 11 voting members representing rail owners, operators, and planning agencies along the LOSSAN rail corridor, as well as four non-voting, ex-officio members, as detailed below.

Member Agencies

- San Diego Metropolitan Transit System (SDMTS)
- San Diego Association of Governments (SANDAG)
- North County Transit District (NCTD)
- OCTA
- Riverside County Transportation Commission (RCTC)
- Los Angeles County Metropolitan Transportation Authority (Metro)
- Ventura County Transportation Commission (VCTC)
- Santa Barbara County Association of Governments (SBCAG)
- San Luis Obispo Council of Governments (SLOCOG)

Ex-Officio Members

- Amtrak
- California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT)
- California High-Speed Rail Authority (CHSRA)
- Southern California Association of Governments (SCAG)

As required by SB 1225, and per the terms of the ITA, the LOSSAN Agency must submit an annual business plan by April 1 of each year to the Secretary of the California State Transportation Agency (CalSTA). The primary purpose of the business plan is to identify the major goals and objectives for the LOSSAN Agency's management of the Pacific Surfliner intercity passenger rail service, as well as the budget necessary to administer, market, and operate the Pacific Surfliner service during the upcoming two-year period. The business plan summarizes operations, service

levels, budget, and capital improvements that have contributed to the success of the Pacific Surfliner service and identifies improvements to sustain and grow its success moving forward.

Historical Performance of Pacific Surfliner Service

Since 1971, service on the Pacific Surfliner route increased from the original six daily trips to 27 daily trips. For the second half of FFY 2019-20, service reduced to 12 daily trips (or six round trips) to maintain essential Pacific Surfliner service while accommodating for the drastic decline in ridership demand due to the novel coronavirus (COVID-19) pandemic. Despite the reduction in service levels, the Pacific Surfliner remains the busiest state-supported route in the entire Amtrak national system.

Since the early 2000s, ridership on the Pacific Surfliner service has increased significantly, and farebox recovery has continually exceeded 50 percent. Ridership peaked at nearly 3 million in FY 2016-17, following the reintroduction of the 12th roundtrip between Los Angeles and San Diego. Ridership has decreased dramatically during the ongoing pandemic and associated service cuts. However, as travel restrictions lift and service is restored, ridership will improve.

Operating costs for the Pacific Surfliner service are funded through the Public Transportation Account, which is primarily supported through the state sales tax on diesel fuel. The annual operating subsidy for Pacific Surfliner service was expected to increase in FFY 2019-20 with the addition of the 13th round trip between Los Angeles and San Diego, effective October 2019. However, the increased costs combined with the revenue decline resulting from the drastic loss of ridership due to the COVID-19 pandemic increased the subsidy much more than anticipated.

On-time performance (OTP) has fluctuated over the past several years but has improved significantly of the prior FY. Pacific Surfliner OTP averaged over 85 percent for FFY 2019-20.



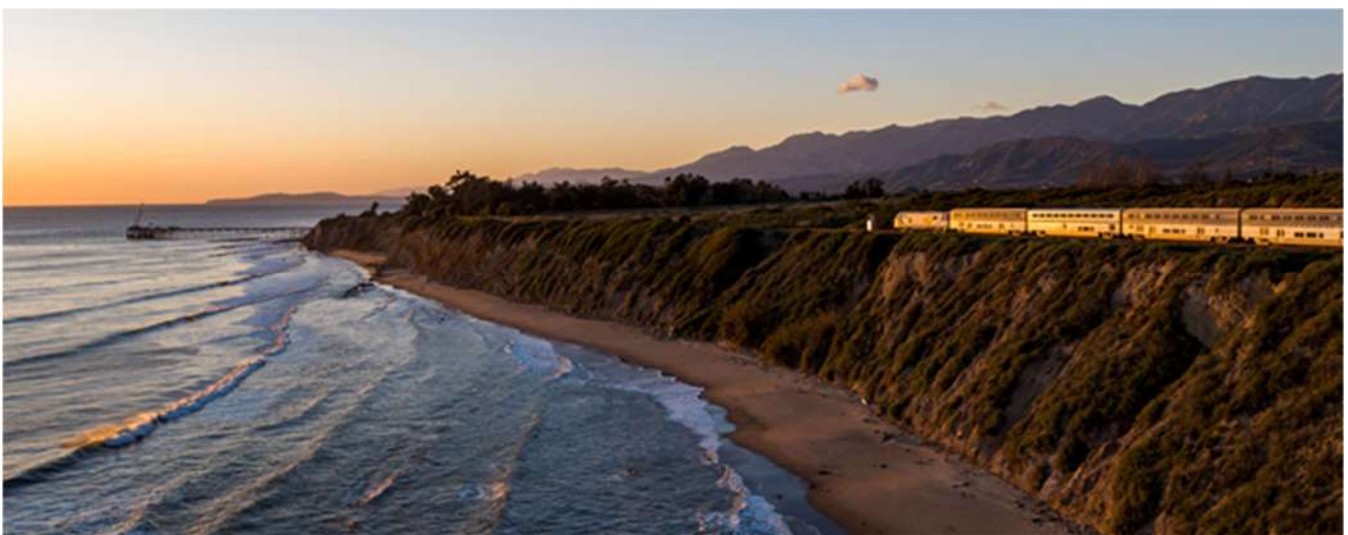
Operating Plan and Strategies

At the beginning of FY 2019-20, Amtrak operates 13 daily Pacific Surfliner roundtrips between San Diego and Los Angeles. Of those, five daily roundtrips (the 700-series trains) extended north of Los Angeles to Santa Barbara and Goleta, with two roundtrips extending further north to serve San Luis Obispo. In March 2020, ridership decline on the Pacific Surfliner as a direct result of the COVID-19 pandemic forced the reduction of Pacific Surfliner and connecting thruway bus service and on March 22, 2020, service was cut from 13 daily Pacific Surfliner roundtrips between San Diego and Los Angeles, to six roundtrips.

The Pacific Surfliner route includes 27 stations, 17 of which are between San Luis Obispo and Los Angeles, with the remaining 10 located south of Los Angeles in Orange and San Diego counties.

The ability to expand Pacific Surfliner service has historically been constrained by both equipment availability as well as existing access and shared-use agreements with the host railroads on which the Pacific Surfliner service operates. While this constraint remains along several segments of the rail corridor, the ability to restore Pacific Surfliner service to pre-COVID-19 levels is now primarily dependent on equipment availability, ridership, revenue and the availability of state funding.

In FY 2021-22 and 2022-23, the LOSSAN Agency will continue to work cooperatively with Caltrans DRMT to ensure sufficient state funding is provided to operate the Pacific Surfliner and Amtrak Thruway bus services, progressively restoring service levels, while exploring opportunities to enhance ridership, revenue, and OTP. With a view to post-pandemic service levels, the LOSSAN Agency and Amtrak will continue planning efforts toward introducing an additional roundtrip between San Diego and Los Angeles. New service north of Los Angeles is also planned. In addition, the LOSSAN Agency is completing a service optimization study to establish a two- and five-year strategy to optimize service in the LOSSAN rail corridor and will continue to pursue service expansions to accommodate seasonal and event-related travel demand.



Performance Standards and Metrics

As required by SB 1225, CalSTA has established a set of uniform performance standards (UPS) for the three state-supported intercity passenger rail corridors, including the Pacific Surfliner service, to control cost and improve efficiency. The proposed performance measures fall into three major categories (usage, cost efficiency, and service quality) and include: passenger miles, ridership, farebox recovery, cost per passenger mile, endpoint OTP, all-station OTP, and operator responsible delays per 10,000 train miles.

As a result of the impact of the COVID-19 pandemic on ridership, revenue, and available state funding, on March 30, 2020, the LOSSAN Agency formally requested relief from the Uniform Performance Standards, as dictated by the Interagency transfer Agreement, Appendix G. Relief has been requested at least until state funding allows for the restoration of service to pre-pandemic levels.

In FFY 2019-20, the Pacific Surfliner service saw a 50.8 percent decrease in ridership, a 49.5 percent decrease in revenue, a 2.1 percent decrease in passenger miles, and a farebox recovery of 42.1 percent. Endpoint on-time performance has improved considerably, but still continues to lag behind the goal of 90 percent, averaging 85.1 percent in FFY 2019-20.

Capital Improvements



Though much progress has been made over the years, many segments of the LOSSAN rail corridor are still limited by the lack of passing sidings or second main tracks. There are currently more than \$5 billion in unfunded capital needs that have been identified on various portions of the LOSSAN rail corridor, including additional track capacity, station improvements, and signal and communications improvements.

The LOSSAN Agency continues to coordinate with member agencies and station owners to pursue funding opportunities that bring benefits to the larger rail corridor. As part of that effort, the

LOSSAN Agency has worked with key stakeholders to update its Capital Improvement Program (CIP). The CIP compiles all identified projects into a comprehensive list. While each member agency or host railroad is responsible for the implementation of its respective capital improvement projects, the LOSSAN Agency takes a lead role in funding and legislative pursuits, with a focus on leveraging existing funds to advance capital projects that have a corridorwide benefit. In addition to the major capital improvements planned for the LOSSAN rail corridor, the state annually allocates approximately \$500,000 to cover minor projects, such as station improvements, signage, and minor safety enhancements. The LOSSAN Agency expects to receive approximately \$28.9 million in State Rail Assistance funding over the next five years. Finally, the LOSSAN Agency has been awarded more than \$270 million in funding through the

state's Transit and Intercity Rail Capital Program (TIRCP) for capital and operational improvements along the LOSSAN rail corridor.

Fare Policy

Pacific Surfliner trains currently offer travel in unreserved coach class and reserved business class. Fares are largely static year-round with the exception of slight increases on select holidays during peak travel periods. Amtrak also offers discounted multi-ride tickets, discounts for group travel, as well as a Rail 2 Rail Program that allows Metrolink and COASTER commuter rail pass holders to ride Pacific Surfliner trains at no additional cost, subject to certain restrictions. The last fare increase on the Pacific Surfliner service took place in June 2013, and a fare restructuring was implemented in March 2018, which normalized fares to eliminate inconsistent pricing methodology and application of discounts along the Pacific Surfliner route.



In the coming year, the LOSSAN Agency will explore a variety of opportunities to increase fare revenue without raising fares, while restoring ridership losses as a result of the pandemic, including partnerships with major destinations/attractions (as appropriate for the current state of restrictions on travel and large gatherings), enhanced loyalty programs, and continuation of special event service.

Network Integration and High-Speed Rail

An integrated passenger rail network is a key initiative included in the 2018 California State Rail Plan, with the goal to plan and implement a statewide passenger rail system that maximizes the performance potential of intercity passenger rail as a time- and cost-competitive travel option for meeting the state's transportation needs.

The LOSSAN Agency works in close coordination with CalSTA, Caltrans DRMT, transit and rail operators along the LOSSAN rail corridor, and other stakeholders on efforts to improve rail and transit connections. This includes working to create an integrated passenger rail and transit network with coordinated schedules, which will provide additional travel options throughout the state, allowing passengers to seamlessly transfer from service to service to reach their desired destinations. The LOSSAN Agency will continue to work with its partner agencies to improve rail service through service optimization and modeling efforts, joint funding pursuits, and coordinated ticketing and dispatch policies.

The passenger rail services along the LOSSAN rail corridor act as a backbone for transportation throughout the California coastal region. As such, the LOSSAN rail corridor will provide critical connections and feeder/distributor service to support and compliment any future high-speed rail (HSR) service. Integration between the LOSSAN rail corridor and HSR system will provide

mutual benefits to each service and must be planned carefully to build upon the existing success of the Pacific Surfliner service.

Passenger Amenities

The LOSSAN Agency continues to work with Amtrak to implement initiatives designed to enhance amenities and improve the overall passenger experience, effectively positioning the Pacific Surfliner as a safe and attractive travel option. Amenities offerings designed to enhance customer perception and support ridership objectives also provide the Pacific Surfliner with clear points of differentiation from other regional rail operators. Programs including complimentary Wi-Fi, food and beverage options, and business class upgrades help incentivize riders to choose train travel while boosting customer satisfaction.

In 2020, the passenger amenities available onboard Pacific Surfliner trains were adjusted to align with reduced travel demand and enhanced health and safety measures in response to the COVID-19 pandemic. This includes the installation of sanitizing stations onboard the trains, equipment modifications in the Café Car, and changes to onboard food service procedures. The LOSSAN Agency plans to pursue a number of strategies for enhancing passenger amenities in the coming two years, including business class service, customer communications, food and beverage offerings, joint promotions, seating availability notifications, service disruption response, special event service, train status information, transit connectivity, Wi-Fi improvements, and passenger information and station improvements.



Equipment

Before the pandemic related service reductions, the Pacific Surfliner fleet currently consisted of 10 train sets operating 27 daily trains. As a result of the COVID Pandemic, service has been temporarily reduced from 26 daily Pacific Surfliner trips using 10 train sets, to 12 daily Pacific Surfliner trips using 6 train sets.

Beginning in 2018, Caltrans DRMT and the LOSSAN Agency started to phase out the older Amtrak-owned Electro-Motive F-59PHI locomotives that had provided power on the Pacific Surfliner service since 1998, and replaced them with new 4,400 horsepower (HP) state-owned Siemens Charger SC-44 locomotives. New single-level state-owned railcars are expected to be available beginning in late 2020, and the LOSSAN Agency is currently working with Caltrans DRMT and the other two state-supported corridors to finalize a deployment plan for the new cars.

Amtrak staff is responsible for all maintenance activities related to the Pacific Surfliner service as part of the annual operating contract with the LOSSAN Agency. The LOSSAN Agency is responsible for administration and maintenance supervision of the Pacific Surfliner fleet, particularly the state-owned railcars and Charger locomotives.



Marketing

The proposed Pacific Surfliner marketing program for FY 2021-22 is to support strategic marketing and communications activities that have been adapted to align with reduced service levels and promote public informational messages related to health and safety in response to the COVID-19 pandemic. At the start of the pandemic, the LOSSAN Agency paused traditional marketing efforts and limited all paid advertising, achieving significant cost savings.

As conditions continue to evolve and travel demand rebounds, promotional marketing efforts are anticipated to resume with “travel allowed” service messages evolving into “travel encouraged” campaigns designed to build confidence in the Pacific Surfliner service and ultimately drive customers to PacificSurfliner.com and various Amtrak points of sale to purchase tickets and support ridership and revenue objectives. Promotional marketing plans will be designed to align with adjusted service levels, public health conditions, and operating funding levels approved by the State. By providing intercity rail service along the LOSSAN corridor, the Pacific Surfliner is poised to play a critical role in bringing communities together and supporting economic recovery.



Annual Funding and Separation of Funding

The primary purpose of the business plan is to guide the allocation of funds necessary for the LOSSAN Agency to administer, operate, maintain equipment, and market the Pacific Surfliner service. The total net State funding request for FY 2021-22 is proposed at \$39,022,927 which includes the net operating subsidy as well as administrative and marketing funding. Total projected net Amtrak operating subsidy is \$31,699,200, which assumes operating service levels at 80% of pre-pandemic service levels.

The business plan assumes that Caltrans DRMT will continue to have a separate agreement with Amtrak to directly fund equipment capital charges for Amtrak-owned railcars and locomotives used on the three state-supported rail corridors. Therefore, equipment capital charges are not included in the operating agreement between Amtrak and the LOSSAN Agency. The budget also includes \$500,000 for minor capital projects, including station improvements, signage, and minor safety and security enhancements, as well as state grant revenues for capital and operational improvements.

In addition to the operating payment to Amtrak, the state will also fund the administration and marketing of the Pacific Surfliner service. The FY 2021-22 administrative funding is proposed at \$6,615,547. Included in this amount is \$5,633,247 for managing agency administrative salaries at fully burdened rates. This includes staffing of 18 full-time positions. This amount assumes the managing agency overhead at the current rate, which is calculated on an annual basis based on prior fiscal year actuals. The administrative budget currently assumes no administrative employee performance-based salary increases consistent with OCTA's FY 2020-21 budget and personnel and salary resolution.

The FY 2021-22 proposed administrative funding request for legal, travel, insurance, memberships dues and banking fees is \$173,500, while the proposed funding level for professional services is \$808,800. This amount includes \$775,000 to fund consulting services for planning, engineering, modeling, project and construction management. It also includes \$33,800 for audit and insurance brokerage services.

The FY 2021-22 marketing funding request is proposed at \$1,600,000, consistent with the operating service assumption of 80% of pre-COVID levels.

To ensure state funding for the Pacific Surfliner service is kept separate from funding for OCTA projects and programs, a separation of funding has been established within the LOSSAN managing agency.

Government Relations and Advocacy

One of the benefits gained through local governance of the Pacific Surfliner service by the LOSSAN Agency is added flexibility in advocating for policies at the state and federal level to improve rail operations, increase funding for operations and capital needs, and allow better coordination and interoperability with connecting transit and rail services. The LOSSAN Agency will work to take full advantage of both dynamics in responding to the COVID-19 pandemic and rebuilding ridership once the pandemic subsides.

The annual legislative program adopted by the LOSSAN Board provides overall guidance to LOSSAN Agency advocacy activities, and staff will continue to provide regular legislative updates and bill analyses to the LOSSAN Board consistent with that program. The 2021 LOSSAN Legislative Program provides detail on legislative priorities, including:

- Support short- and long-term COVID-19 recovery efforts.
- Maximize the share of long-term, sustainable funding sources to support passenger rail operations and capital projects in the LOSSAN rail corridor, including funds made available by the federal rail title and ensuring eligibility for the LOSSAN Agency to compete for state funding, such as funding through SB1 and the cap-and-trade program.
- Support funding and policy flexibilities that facilitate the LOSSAN Agency's ability to provide intercity rail service during the COVID-19 pandemic and also encourage ridership post-pandemic.
- Support efforts to further enhance connectivity of regional rail and local transit services within the LOSSAN rail corridor.
- Continue to study and advance infrastructure and service improvement projects/programs.

At the local level, LOSSAN Agency staff will continue to work with LOSSAN member agencies, local communities, and stakeholder organizations to build awareness of passenger rail services along the LOSSAN rail corridor, developing strategic partnerships to better evolve the services to meet local needs. Increased awareness of these services by local officials can then be leveraged to back consensus based operational improvements and policy activities.

Safety and Security

Protecting the safety and security of passenger rail service is key to attracting and retaining riders and ensuring efficient operation of passenger trains on the LOSSAN rail corridor. The goal of the LOSSAN Agency safety program is to instill a comprehensive safety culture that will govern all of the activities associated with the operations and maintenance of the service, while efficiently

meeting operational performance goals. The Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC) are responsible for overseeing general railroad safety along the LOSSAN rail corridor. The LOSSAN Agency primarily serves in an oversight and coordination role with regard to safety and security aboard trains, relying on the extensive on-board safety and security programs and policies put in place by Amtrak. Pacific Surfliner passengers benefit from the Amtrak security program, specifically the services of the Amtrak Police Department.

The LOSSAN Agency will continue to attend regularly scheduled safety meetings hosted by Amtrak for front-line employees to reiterate that safety is the first priority in delivering Pacific Surfliner service. Amtrak is responsible for all required reporting of safety data to federal, state, and local agencies, including FRA and CPUC. All cab cars and locomotives are equipped with a “forward facing” camera system to aid in accident investigation. The LOSSAN Agency will continue to work with right-of-way owners and rail operators to enhance safety and response to incidents along the right-of-way. Public information efforts will include both traditional and social media to build awareness of rail safety.

Emerging Corridors

In addition to administering the existing Pacific Surfliner rail service, the LOSSAN Agency will continue to work with member agencies to study and pursue expansion opportunities on emerging corridors that provide connectivity within southern California and beyond. Specifically, the LOSSAN Agency expects to focus on connectivity to the eastern communities throughout Riverside County and the Coachella Valley, and coastal communities up to San Luis Obispo and north to the San Francisco Bay Area. These connections will provide seamless travel opportunities by rail throughout the region and state. System improvements on existing and emerging rail corridors will contribute to the success of the LOSSAN rail corridor, support future statewide and regional rail operations, and provide enhanced connectivity with local transit systems.



Chapter 1: Introduction

The LOSSAN Agency's annual business plan for FY 2021-22 and FY 2022-23 identifies the LOSSAN Agency's major goals and objectives for management of the Pacific Surfliner intercity passenger rail service, as well as the budget necessary to administer, market, and operate the Pacific Surfliner service during that two-year period.

SB 1225 (Chapter 802, Statutes of 2012), approved in September 2012, authorized the LOSSAN Agency to assume responsibility for management and administration of the state supported Pacific Surfliner service, subject to negotiation of an ITA with the State of California. The initial ITA took effect on July 1, 2015 for a three-year period ending on June 30, 2018. The ITA was subsequently renegotiated for an additional three-year term effective July 1, 2018 through June 30, 2021. Over the last year, the LOSSAN Agency has worked closely with the state, Amtrak, and the LOSSAN member agencies to respond to the quickly changing situation that has arisen from the novel coronavirus (COVID-19) pandemic. The health and safety of our passengers and crew, as well as the shifting funding picture within the state, prompted service reductions, operational changes and health and safety improvements on the Pacific Surfliner service. The LOSSAN Agency looks forward to continuing to work with all of our partners to restore service to pre-pandemic levels, and to ensure the Pacific Surfliner remains a safe, reliable, and cost-effective transportation alternative that is integrated with connecting transit services and the state's other two intercity passenger rail corridors.



Overview of the LOSSAN Rail Corridor

The Pacific Surfliner service travels along the 351-mile LOSSAN rail corridor through six counties in Southern California (San Diego, Orange, Los Angeles, Ventura, Santa Barbara, and San Luis Obispo). It is the busiest state-supported, Amtrak-operated intercity passenger rail service in the nation. The LOSSAN rail corridor is made up of seven different right-of-way (ROW) owners, including both public agencies and freight railroads (See Table 1.1 and Figure 1.1), and is used by five different passenger and freight rail services (Amtrak, COASTER, Southern California Regional Rail Authority (Metrolink), BNSF, and UPRR).

Table 1.1: LOSSAN Rail Corridor ROW Owners

Owner	Route Miles
SDMTS	22
NCTD	38
OCTA	42
BNSF	21
Metro	36
VCTC	16
UPRR	176
Total	351

Overview of the LOSSAN Agency

The LOSSAN Agency is a JPA originally formed in 1989 for the primary purpose of improving passenger rail service along the LOSSAN rail corridor. It is tasked with increasing ridership, revenue, capacity, reliability, coordination, and safety on the rail line between San Diego, Los Angeles, and San Luis Obispo. The LOSSAN Agency is governed by an 11-member Board comprised of officials representing rail owners, operators, and planning agencies along the LOSSAN rail corridor. The LOSSAN Board includes representatives from nine member agencies (Metro, NCTD, OCTA, RCTC, SANDAG, SDMTS, SLOCOG, SBCAG, and VCTC). Amtrak, Caltrans DRMT, CHSRA, and SCAG are non-voting, ex-officio members of the LOSSAN Board.

OCTA was selected as the managing agency of the LOSSAN Agency in August 2013, following a competitive request for proposals. As the managing agency, OCTA provides all management and administrative support for the LOSSAN Agency as outlined in the ASA executed between the LOSSAN Agency and OCTA. The LOSSAN Agency currently consists of 18 full-time positions.

Consistent with the requirements of the ITA, the LOSSAN Agency must submit an annual business plan by April 1 of each year to the Secretary of CalSTA. The LOSSAN Agency business plan must be reviewed and approved by the Secretary and is used to develop an annual appropriation request to the state legislature. As required by SB 1225, the LOSSAN Agency business plan is consistent with the 2018 California State Rail Plan developed by Caltrans DRMT as well as the 2020 CHSRA Business Plan.

As outlined in the provisions of SB 1225, the ITA requires the LOSSAN Agency to maintain the existing Pacific Surfliner service and facilities, and to implement service expansions as warranted by ridership demand and available revenue. The ITA further requires that the state will provide the funding necessary for service operations, administration, and marketing of the Pacific Surfliner service. Caltrans DRMT remains responsible for the development of the California State Rail Plan, and the coordination and integration between the three state-supported intercity passenger rail services, as outlined in the ITA.

Figure 1.1: LOSSAN Rail Corridor and Other Southern California Rail ROW Owners



Agency Roles and Responsibilities

The following list provides a summary of the agencies involved in providing passenger rail service along the LOSSAN rail corridor, and those that the LOSSAN Agency will continue to coordinate with in managing the Pacific Surfliner service.

LOSSAN Agency: JPA legislatively permitted to assume administrative and oversight responsibility of the state supported Pacific Surfliner intercity passenger rail service on the LOSSAN rail corridor effective July 1, 2015.

LOSSAN Member Agencies: The LOSSAN Agency is comprised of nine voting member agencies. The member agencies are key partners that provide important technical and policy input at both the Technical Advisory Committee (TAC) and Board level.

CalSTA: State office responsible for the funding and oversight of California's three state supported intercity rail corridors, as well as CHSRA, and oversight of state grant programs such as State Rail Assistance and the Transit and Intercity Rail Capital Program.

Caltrans DRMT: The department within Caltrans that is responsible for development of the State Rail Plan, development of a fleet management plan for the state-owned rail equipment, and overall funding for and coordination with the three state-supported intercity rail corridors.

Amtrak: The contracted operator and maintainer of the state supported Pacific Surfliner service and owner of most of the rail cars currently utilized in providing Pacific Surfliner service.

Capitol Corridor JPA (CCJPA): Responsible for the administration and oversight of the state-supported Capitol Corridor intercity passenger rail service between San Jose, Oakland, Sacramento, and Auburn. It was the first non-state agency to assume administrative responsibility and oversight for state supported passenger rail service in California in 1998. Bay Area Rapid Transit was selected as the managing agency for this rail corridor to act on behalf of the CCJPA, like OCTA's role on behalf of the LOSSAN Agency.

San Joaquin JPA (SJJPA): Administers the state supported San Joaquin intercity passenger rail service between Bakersfield, Stockton, Oakland, and Sacramento. The San Joaquin Regional Rail Commission was selected as the managing agency for this rail corridor to act on behalf of the SJJPA, like OCTA's role on behalf of the LOSSAN Agency.

OCTA: Selected by the LOSSAN Agency Board as the managing agency for the LOSSAN Agency, responsible for providing administrative services and daily management of the Pacific Surfliner service, marketing, and capital programs.

In addition to the agencies listed above, there are several stakeholders who are engaged with the LOSSAN Agency on an ongoing basis. These stakeholders include rail operators such as SCRRA, NCTD, and the freight railroads, as well as ROW owners along the rail corridor and the CHSRA. A list of those additional stakeholders is provided below:

Rail Operators

Amtrak
BNSF
NCTD (operator of COASTER)
SCRRA (operator of Metrolink)
UPRR

ROW Owners

BNSF
Metro
NCTD
OCTA
SDMTS
VCTC
UPRR

Regional Planning Agencies

SANDAG
SBCAG
SCAG
SLOCOG

Others Key Stakeholders/Partners

CHSRA
Coachella Valley Technical Advisory Committee
Coast Rail Coordinating Council (CRCC)
FRA
Members of the California State Legislature
Members of the United States Congress
Pacific Surfliner station cities and local elected officials
Rail Passenger Association of California and other transit/rail advocacy groups
Current and prospective rail passengers

Chapter 2: Historical Performance of the Pacific Surfliner Service

Overview

California is home to three of the most successful state-supported intercity passenger rail services operated by Amtrak. Despite the global COVID-19 pandemic situation experienced during most of FFY 2019-20, combined, the Pacific Surfliner, Capitol Corridor, and San Joaquins intercity passenger rail services carried more than 2.9 million passengers (See Figure 2.1). These routes continue to represent three of the five busiest state-supported rail services in the entire Amtrak national system: Pacific Surfliner at No. 1 with about 1.40 million passengers, the Capitol Corridor at No. 2 with 0.90 million passengers, and the San Joaquins Corridor at No. 5 with 0.60 million passengers in FFY 2019-20.¹ California's investment in intercity passenger rail service operations and capital projects over the past four decades has led the state to boast the highest Amtrak ridership of any state in the country, with the three state-supported corridors being responsible for 17 percent of the ridership of the entire Amtrak national system.

Figure 2.1: California Intercity Passenger Rail Routes



Source: Caltrans, 2015

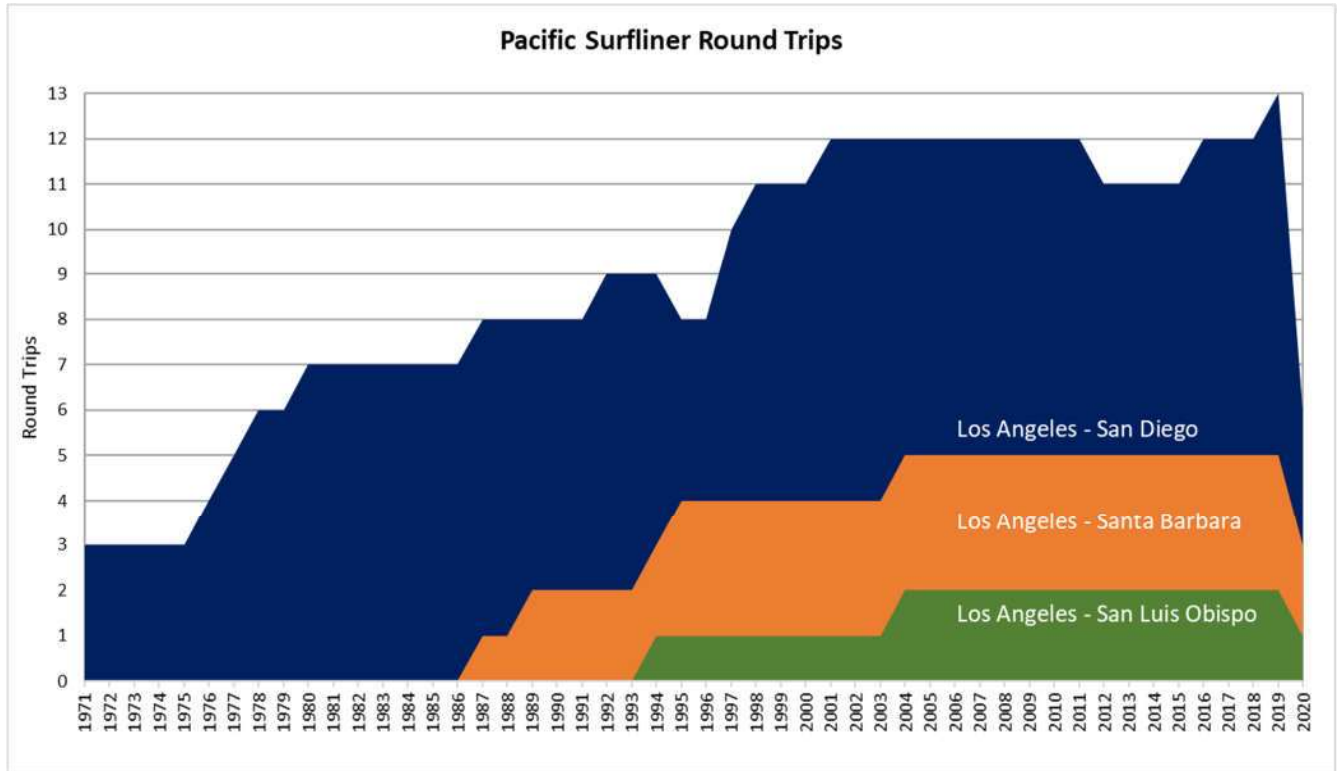
History of Pacific Surfliner Service

From May 1971, when Amtrak assumed operation, through 2019, Pacific Surfliner service increased from the original six daily trips to 27 daily trips, with 17 operating between San Diego and Los Angeles, five between San Diego and Santa Barbara/Goleta, four between San Diego and San Luis Obispo, and one from Los Angeles to Goleta. For the second half of FFY 2019-20, service reduced to 12 daily trips (or six round trips) to maintain essential Pacific Surfliner service while accommodating for the drastic decline in ridership demand due to the COVID-19 pandemic. Four of these six round trips operate between San Diego and Los Angeles, one round trip operates between San Diego to Goleta, and one round trip operates between San Diego and San Luis Obispo. Figure 2.2 details the growth and geographic limits of round trips over time.

¹ Amtrak Route Ridership and Gross Ticket Revenue, September 2020

The corridor is complemented by state-funded Amtrak Thruway buses, which provide scheduled connections to the Central Coast, Bay Area, Coachella Valley, and to the San Joaquins intercity rail corridor via Bakersfield. Two Amtrak long-distance trains (the Coast Starlight and Southwest Chief) also traverse portions of the LOSSAN rail corridor.

Figure 2.2: Pacific Surfliner Service Growth



Source: LOSSAN Agency, 2020

For the purposes of reporting performance, FFY will be used, as this corresponds to Amtrak's reporting period.

Pacific Surfliner Funding

Table 2.1: Pacific Surfliner State Operating Subsidy

FFY	Actual State Subsidy
2014-15	\$ 30,908,066
2015-16	\$ 21,431,815
2016-17	\$ 21,823,290
2017-18	\$ 26,498,546
2018-19	\$ 35,977,180
2019-20	\$ 58,968,308

Note: FFY 2020 is based on preliminary unaudited data

Source: Amtrak, 2020

Table 2.1 shows the annual operating subsidy for Pacific Surfliner service from FFY 2014-15 to FFY 2019-20. The appreciable increase in FFY 2018-19 was due in part to the addition of morning peak-period service into Ventura and Santa Barbara counties. Before the pandemic, the Santa Barbara County Association of Governments provided a partial reimbursement of the additional operating costs of the morning peak-period service, as well as a fare buydown for specific station pairs. Though the morning peak-period service has been temporarily cancelled during the pandemic related service reductions, the fare buydown for the select station pairs continues. These additional revenues are not reflected in the state subsidy.

The subsidy was expected to increase in FFY 2019-20 with the addition of the 13th round trip between Los Angeles and San Diego, effective with the October 14, 2019 schedule change. However, the increased costs combined with the revenue decline resulting from the drastic loss of ridership due to the COVID-19 pandemic increased the subsidy much more than anticipated.

Historical Ridership and Revenue Performance

Table 2.2 shows annual ridership and financial performance data from FFY 1976-77 (when state-supported service began) through FFY 2019-20. Ridership and farebox recovery climbed steadily through FFY 1992-93, and then experienced a few dips reasonably attributable to ridership shifting to the commuter rail services that were gradually introduced along the corridor starting in October 1992 as well as the recession that occurred in 1997-98.

Table 2.2: Pacific Surfliner Historic Performance

FFY	Ridership	Revenue	Expenses	Farebox Recovery	FFY	Ridership	Revenue	Expenses	Farebox Recovery
1976-77	607,976	\$ 598,140	\$ 1,662,714	36.0%	1998-99	1,563,275	\$ 16,401,625	\$ 40,391,845	40.6%
1977-78	753,246	\$ 1,446,036	\$ 3,768,065	38.4%	1999-00	1,567,318	\$ 17,883,725	\$ 37,497,489	47.7%
1978-79	967,316	\$ 2,203,403	\$ 4,333,602	50.8%	2000-01	1,661,704	\$ 20,430,153	\$ 38,215,732	53.5%
1979-80	1,218,196	\$ 3,341,561	\$ 5,536,840	60.4%	2001-02	1,742,768	\$ 20,922,453	\$ 39,374,190	53.1%
1980-81	1,238,135	\$ 4,032,480	\$ 6,572,539	61.4%	2002-03	2,030,491	\$ 22,247,564	\$ 42,331,531	52.6%
1981-82	1,167,718	\$ 4,097,254	\$ 6,607,395	62.0%	2003-04	2,307,010	\$ 24,559,183	\$ 45,300,782	54.2%
1982-83	1,131,146	\$ 4,094,750	\$ 6,928,334	59.1%	2004-05	2,454,396	\$ 26,660,048	\$ 48,105,899	55.4%
1983-84	1,221,256	\$ 4,842,400	\$ 6,337,083	76.4%	2005-06	2,655,490	\$ 31,604,715	\$ 55,570,797	56.9%
1984-85	1,240,003	\$ 5,410,502	\$ 6,411,308	84.4%	2006-07	2,685,194	\$ 34,753,372	\$ 58,389,864	59.5%
1985-86	1,394,320	\$ 5,658,915	\$ 6,424,634	88.1%	2007-08	2,835,132	\$ 37,266,009	\$ 60,444,082	61.7%
1986-87	1,461,003	\$ 6,072,523	\$ 6,510,113	93.3%	2008-09	2,696,951	\$ 34,857,678	\$ 61,635,574	56.6%
1987-88	1,661,512	\$ 8,223,462	\$ 7,859,783	104.6%	2009-10	2,614,777	\$ 35,822,186	\$ 67,012,735	53.5%
1988-89	1,717,539	\$ 11,458,084	\$ 10,563,459	108.5%	2010-11	2,746,320	\$ 38,739,760	\$ 69,156,690	56.0%
1989-90	1,746,673	\$ 12,189,942	\$ 11,808,251	103.2%	2011-12	2,664,935	\$ 42,884,431	\$ 74,494,543	57.6%
1990-91	1,791,781	\$ 13,306,307	\$ 13,364,150	99.6%	2012-13	2,670,613	\$ 64,446,130	\$ 104,521,098	61.7%
1991-92	1,673,107	\$ 13,152,063	\$ 13,245,924	99.3%	2013-14	2,681,173	\$ 69,013,726	\$ 102,843,812	67.1%
1992-93	1,810,572	\$ 13,692,612	\$ 13,254,709	103.3%	2014-15	2,827,134	\$ 75,836,869	\$ 106,744,935	71.0%
1993-94	1,699,882	\$ 12,725,094	\$ 14,017,591	90.8%	2015-16	2,924,117	\$ 79,465,847	\$ 100,897,661	78.8%
1994-95	1,464,577	\$ 11,805,859	\$ 16,061,849	73.5%	2016-17	2,989,871	\$ 83,016,156	\$ 104,839,447	79.2%
1995-96	1,480,674	\$ 13,553,553	\$ 23,983,026	56.5%	2017-18	2,946,239	\$ 86,319,147	\$ 112,817,693	76.5%
1996-97	1,617,641	\$ 14,804,355	\$ 39,563,546	37.4%	2018-19	2,836,894	\$ 84,953,373	\$ 120,930,553	70.2%
1997-98	1,624,693	\$ 15,194,498	\$ 44,769,723	33.9%	2019-20	1,397,158	\$ 42,868,284	\$ 101,836,592	42.1%

Note: FFY 2020 is based on preliminary unaudited data

Source: Amtrak, 2020

Pacific Surfliner ridership recovered from these initial declines, and reached two million in FFY 2002-03. The introduction of the Rail 2 Rail program with Metrolink in September 2002, and with COASTER in April 2008, were associated with continued ridership increases. Moreover, Pacific Surfliner ridership declined, and service was reduced between FFY 2007-08 and FFY 2009-10,

because of the significant national economic recession. By FFY 2014-15, Pacific Surfliner ridership recovered to pre-recession ridership levels, even though fewer train trips were operated compared to prior years.

Moreover, with the reintroduction of the 12th roundtrip between Los Angeles and San Diego in FFY 2016-17, all-time ridership peaked at nearly three million, and farebox recovery exceeded 79 percent for the first time in over 20 years. Farebox recovery had remained above 50 percent for nineteen years, from FFY 2000-01 through FFY 2018-19. By far, the largest impact on ridership, revenue, and farebox recovery has been the COVID-19 pandemic. FFY 2019-20 ended with about **1.4 million annual riders, representing a 50.8 percent decrease** from FFY 2018-19 (2.8 million riders). **Farebox recovery in FFY 2019-20 was 42.1 percent, representing a 40.1 percent decrease** from FFY 2018-19 (70.2 percent).

On-Time Performance (OTP)

Table 2.3: Historical Pacific Surfliner Endpoint OTP

FFY	Endpoint OTP
2014-15	77.9%
2015-16	78.0%
2016-17	68.7%
2017-18	77.4%
2018-19	66.1%
2019-20	85.1%

Note: FFY 2020 is based on preliminary unaudited data

Source: Amtrak, 2020

OTP is an important measure of service quality and passenger satisfaction. For the Pacific Surfliner service, endpoint OTP is defined as arrival at the endpoint station within 15 minutes of scheduled arrival times. Corridor-wide OTP is calculated by taking the total number of trains arriving on time at the end point of the run divided by the total number of trains operated on the route.

The State of California intercity passenger rail Uniform Performance Standards (UPS) approved by the Secretary of Transportation in 2014 set a 90 percent endpoint OTP goal. Train delays are recorded by the conductor in minutes on a delay report form and categorized by specific cause. Historical Pacific Surfliner endpoint OTP from FFY 2014-15 to FFY 2019-20 is summarized

in Table 2.3. In FFY 2019-20, **OTP averaged 85.1 percent**. Additional details on OTP and efforts to achieve the 90 percent endpoint OTP goal are discussed in Chapter 4.

Chapter 3: Operating Plan and Strategies

Existing Train Service and Planned Expansions

At the beginning of fiscal year 2019-20, Amtrak operated 13 daily Pacific Surfliner roundtrips between San Diego and Los Angeles. Of those, five daily roundtrips (the 700-series trains) extend north of Los Angeles to serve Santa Barbara and Goleta, with two of those roundtrips extending further north to serve San Luis Obispo. Dedicated Amtrak Thruway bus connections supplement the train service on the LOSSAN rail corridor by providing transportation to and from Santa Barbara and San Luis Obispo and points north along the Central Coast to Oakland to connect with the Capitol Corridor, as well as transportation between Fullerton and points east to the Coachella Valley, and between Los Angeles and Bakersfield to connect with the San Joaquins Corridor.

In March 2020, ridership began to quickly decline on the Pacific Surfliner as a direct result of the COVID-19 pandemic. This steep decline in ridership forced the reduction of Pacific Surfliner and connecting thruway bus service and on March 22, 2020, service was cut from 13 daily Pacific Surfliner roundtrips between San Diego and Los Angeles, to six roundtrips. Of these, two daily roundtrips remained between Los Angeles and Goleta and Pacific Surfliner service to San Luis Obispo was suspended. One roundtrip to San Luis Obispo and a third roundtrip between Los Angeles and Goleta was reinstated on June 1, 2020.

The ability to expand Pacific Surfliner service has historically been constrained due to both equipment availability as well as existing access and shared-use agreements with the host railroads on which the Pacific Surfliner operates. While this constraint remains along several segments of the rail corridor, the ability to restore Pacific Surfliner service to pre-COVID-19 levels is dependent on equipment availability, ridership, revenue and the availability of state funding. The LOSSAN Agency is regularly reviewing ridership and revenue trends on the Pacific Surfliner and coordinating with both the California Department of Transportation (Caltrans) and the California State Transportation Agency on current and projected funding levels. When funding levels and ridership growth present an opportunity to restore additional service, the LOSSAN Agency will work collaboratively with Caltrans and Amtrak on identifying the equipment necessary to implement the additional service.

The award of TIRCP grant funds to the LOSSAN Agency in 2018 and again in 2020, along with reprogrammed Proposition 1B funds, has also allowed efforts to continue moving forward with implementing layover facility expansions in San Luis Obispo, Goleta and San Diego, as well as necessary capacity enhancements north of Los Angeles on the UPRR to allow for additional roundtrips to be extended north to Santa Barbara and San Luis Obispo in the future.

Stations

The Pacific Surfliner services 27 stations (Figure 3.1), 17 of which are between San Luis Obispo and Los Angeles, with the remaining 10 located south of Los Angeles in Orange and San Diego Counties (for station specific information, please refer to the “LOSSAN Corridorwide Facilities,

*Equipment and Operations Inventory*¹ report prepared April 2013). The Camarillo, Moorpark, and San Clemente Pier stations have limited service (not all trains stop at these stations).

Figure 3.1: LOSSAN Rail Corridor and Pacific Surfliner Stations



Amtrak Thruway Bus Service and Transit Connections

Pacific Surfliner rail service is supplemented by Amtrak's network of state-funded Thruway buses that connect passengers throughout the LOSSAN rail corridor and beyond (Figure 3.2). Amtrak contracts with private bus operators to provide this service, including both operating staff and the vehicles. The bus routes function as part of the Pacific Surfliner service, with coordinated connections, guaranteed seating, integrated fares and ticketing procedures, and inclusion in Amtrak's central information and reservation system in the same manner as trains.

¹ http://www.octa.net/pdf/publicationid_1748_15821.pdf

The Amtrak Thruway bus routes included in the Pacific Surfliner budget are summarized below:

- **Route 4:** Los Angeles to Santa Barbara/Goleta. One daily trip in each direction.
- **Route 17:** Santa Barbara to San Luis Obispo to Oakland (where it connects with Capitol Corridor). Two daily trips in each direction.
- **Route 39:** Fullerton to Palm Springs and Coachella Valley. Two daily trips in each direction.

Figure 3.2: LOSSAN Managed Amtrak Thruway Routes



In addition, the LOSSAN Agency partners with local transit agencies to offer expanded options for transit connections throughout the LOSSAN rail corridor. The LOSSAN Agency recently coordinated with CalSTA to extend the Pacific Surfliner Transit Transfer Program by an additional year using existing TIRCP funding. The program, which was launched in July 2016, provides free connections between the Pacific Surfliner and 11 local transit services.

Additionally, there are Amtrak Thruway bus routes managed by the CCJPA and SJJPA that provide connectivity between the Pacific Surfliner and the Capitol Corridor and San Joaquins services.

FY 2020-21 Operating Plan and Accomplishments

The LOSSAN Agency's operating plan for FY 2020-21 is based on the June 1, 2020 reduced service schedule reflecting the reduced ridership and demand on the Pacific Surfliner resulting from the COVID-19 pandemic. The current Operating Plan² for FY 2020-21 is as follows:

- San Diego – Los Angeles: 6 daily roundtrips
- Los Angeles – Goleta: 3 daily roundtrips
- Goleta – San Luis Obispo: 1 daily roundtrip

The LOSSAN Agency continued coordination efforts with all freight and passenger rail operators along the LOSSAN rail corridor through joint scheduling meetings and absolute work window planning meetings to improve connectivity and customer service and minimize passenger inconvenience.

FY 2021-22 and FY 2022-23 Operating Plan

In FY 2021-22 and 2022-23, the LOSSAN Agency will continue to work cooperatively with Caltrans DRMT to ensure sufficient state funding is provided to operate the Pacific Surfliner and Amtrak Thruway bus services, while also exploring opportunities to restore service, as well as enhance ridership, revenue, and OTP.

OTP on the Pacific Surfliner was already improving prior to the drop in ridership and the associated service reductions implemented due to the COVID-19 pandemic. Following the service reductions, OTP has improved to consistently exceed the 90-percent goal. As the service is restored to pre-COVID levels, the LOSSAN Agency will continue to monitor OTP and work with Amtrak and host railroads to evaluate and pursue cost-effective opportunities to maintain the current OTP on the Pacific Surfliner service. One opportunity going forward is to continue with the TIRCP funded capitalized access and incentive agreements. An incentive agreement was executed with NCTD in July 2019 and a franchise access fee and incentive agreement is being negotiated with UPRR. These agreements will allow for financial incentives to the host railroads to help maintain the current level of OTP. Additional details on the efforts currently being undertaken to maintain OTP are included in Chapter 4.

² Some weekend train schedules differ from weekday schedules.

In FY 2021-22 and FY 2022-23, the LOSSAN Agency and Amtrak anticipate restoring approximately 80-percent of the pre-COVID pandemic service levels on the LOSSAN rail corridor (Table 3.1). Full-service restoration is anticipated in FY2022-23, with new service north of Los Angeles also planned, contingent on finalizing the necessary franchise access agreement with UPRR.

Table 3.1: Planned Pacific Surfliner Service Levels

Route Segments	FY 2021-22	FY 2022-23
San Diego – Los Angeles	20 trains	28 trains
Los Angeles – Santa Barbara/Goleta	8 trains	12 trains*
Los Angeles – Santa Barbara – San Luis Obispo	4 trains	6 trains*

** Service dependent on approval from UPRR and equipment availability*

In addition, the LOSSAN Agency will, as appropriate and permitted, pursue the restoration of the successful seasonal and special event services, including the Del Mar Races, Oxnard Strawberry Festival, San Diego Comic-Con International, and sporting events along the Pacific Surfliner route. The LOSSAN Agency will also continue to work with its member agencies and host railroads to help identify opportunities to extend special services to regional events.

To enhance the Pacific Surfliner service, the LOSSAN Agency remains committed to working with Caltrans DRMT, SJJPA, Metrolink, NCTD, Amtrak, and regional and local transit providers to improve transit and rail connections to the Pacific Surfliner. To help achieve this, the LOSSAN Agency will be looking to continue moving forward with integrated ticketing concepts in collaboration with Caltrans DRMT, NCTD, and Metrolink that will create a user friendly and standard interface for passengers to purchase tickets and transfer between services along the LOSSAN rail corridor. The LOSSAN Agency will continue to utilize its member agencies to assist in coordinating improved communications and connectivity with local transit operators, and to help establish timed connections between Pacific Surfliner trains and connecting transit services for the first and last mile connections.

As travel restrictions are lifted and as appropriate, the LOSSAN Agency will continue working with local transit agencies to explore opportunities to enhance transit connections from Pacific Surfliner stations to local airports, including John Wayne Airport in Orange County, Los Angeles International Airport, and San Diego International Airport. The Pacific Surfliner already directly serves the Hollywood Burbank Airport.

Amtrak Thruway bus service has also been affected by the COVID-19 pandemic. Coinciding with the reduced train service, the thruway bus service was also reduced in response to lower ridership demand. No additional changes are currently planned to Amtrak Thruway bus service during this period. However, with the passage of Senate Bill 742 in 2019, which allows passengers to purchase a ticket for a bus only trip without a connecting ticket on the Pacific Surfliner, the LOSSAN Agency staff will coordinate with CCJPA and SJJPA in reviewing schedules as well as ridership and revenue data of the thruway bus routes as they are restored to identify opportunities for improving the service to be more effective, as appropriate.

Layover and Maintenance Facility Expansions

The Pacific Surfliner service is currently supported by three layover facilities in San Diego, Goleta, and San Luis Obispo, as well as a primary maintenance and layover facility near downtown Los Angeles. Each of the outlying layover facilities are constrained and currently at or near capacity for laying over trains, even with the reduced service levels. This constraint not only prohibits the expansion of the Pacific Surfliner service but makes it more difficult to cost-effectively restore the service to pre-COVID levels. Planning and design efforts are currently underway for expanding capacity at these locations. In San Diego, the San Diego County Maintenance and Layover Facility Study is nearing completion and the Project Approval and Environmental Document (PA&ED) phase of the project is anticipated to begin in late FY 2020-21. A new layover and maintenance facility in San Diego will help to support the service objectives included in this chapter.

In San Luis Obispo, preliminary engineering and environmental review is underway for a new and expanded maintenance and layover facility. For Goleta, work has begun on preliminary engineering for expanding the existing facility, with final design anticipated to be complete in June of 2021. All three layover and maintenance facility expansion projects have funding through construction for an initial phase.

Service Optimization

Though it already has the distinction of being the second-busiest intercity passenger rail corridor in the United States, the Pacific Surfliner service has great potential for increased ridership, revenue, enhanced service coordination, and improved on-time performance. In March 2019, the LOSSAN Agency initiated a service optimization study for the entire corridor. The intent of this analysis is to coordinate with host railroads to establish a near-, mid-, and long-term strategy to optimize service in the corridor. This strategy includes adding up to 15 roundtrips for the Pacific Surfliner between Los Angeles and San Diego, seven roundtrips between San Diego and Goleta and three roundtrips between San Diego and San Luis Obispo, implementing many of the early infrastructure and service objectives outlined in Metrolink's Southern California Optimized Rail Expansion (SCORE) program and the LOSSAN Agency's 2018 TIRCP Building Up program.

The next step after the service optimization study are to use the operating strategies defined to develop specific day-to-day operating plans and schedules, in partnership with the corridor operators, that align with both regional service needs and objectives as well as the goals presented in the 2018 California State Rail Plan to increase frequency and reliability for services operating along the LOSSAN rail corridor. This optimization study will be further enhanced through the coordination the LOSSAN Agency will continue to perform related to identifying and evaluating root causes for major delays, crew and equipment utilization, and improvements to service disruption responses and recovery.

Chapter 4: Performance Standards and Metrics

Background

The LOSSAN Agency strives for continuous improvement of the Pacific Surfliner passenger rail service. Pursuant to SB 1225, the Secretary of CalSTA was required to establish a set of UPS for the state's three intercity passenger rail corridors to control costs and improve efficiency. These standards measure the ongoing success of the service in three specific areas: **usage** (ridership and passenger miles), **efficiency** (farebox recovery and cost per passenger mile), and **service quality** (endpoint/all station on-time performance and operator caused delays). These standards also provide the basis for service changes and help guide the planning efforts for the LOSSAN Agency. The performance standards are summarized in Table 4.1.

Table 4.1: Uniform Performance Standards

Performance Standard	Category	Measurement
Passenger Miles	Usage	Ongoing growth in passenger miles* traveled on state-funded bus and rail services relative to baseline
Ridership	Usage	Growth in ridership relative to baseline, on both bus and rail
Farebox Recovery	Cost efficiency	55 percent, inclusive of Amtrak Thruway bus routes
Cost per Passenger Mile	Cost efficiency	Continuous improvement
Endpoint OTP	Service quality	90 percent of endpoint station arrivals within 15 minutes of schedule
All-Station OTP	Service quality	90 percent of arrival at all station stops within 15 minutes of schedule
Operator Responsible Delays per 10,000 Train Miles	Service quality	Fewer than 325 minutes of delay per 10,000 train miles

* One passenger traveling one mile = one passenger mile

For reporting performance metrics, the FFY will be used, as this is the standard for Amtrak reporting. This chapter presents the performance of the Pacific Surfliner against the established UPS for FFY 2019-20. Along with each standard will be a colored directional indicator, demonstrating both whether the standard is being met (red: standard not met; green: standard met or exceeded) and the direction of the current performance trend. Financial data presented for FFY 2019-20 are preliminary and unaudited.

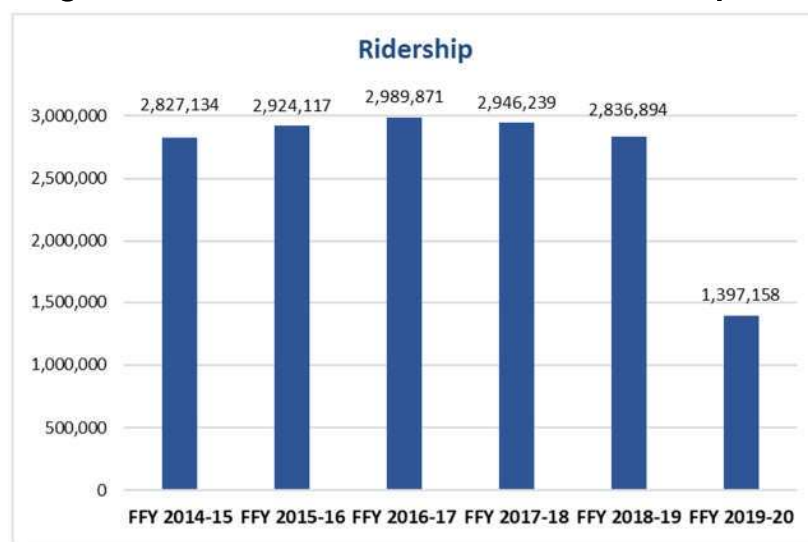


Usage

Performance Standard	Metric	Status
Ridership	Continuous growth relative to baseline	

Total ridership on the Pacific Surfliner for FFY 2019-20 was 1,397,158¹, a 50.8 percent decrease over the prior year (2,836,894). This drastic decline is attributable to the COVID-19 pandemic. Attributable ridership declines began at the end of February 2020, and significant declines followed Governor Gavin Newsom's stay-at-home order, which became effective on March 15, 2020.

Figure 4.1: Pacific Surfliner Corridor Ridership




FFY 2019-20 began with the implementation of the 13th roundtrip between San Diego and Los Angeles, effective October 2019. As a response to the drastic decline in ridership following Governor Newsom's stay-at-home order, the new trip, along with coordination for a planned 14th roundtrip in 2020, were suspended. Pacific Surfliner service reduced to just six daily roundtrips on March 23, 2020. Service between Goleta and San Luis Obispo was completely suspended until a schedule adjustment was implemented on June 1, 2020. This schedule with

six roundtrips remained in place through FFY 2019-20.

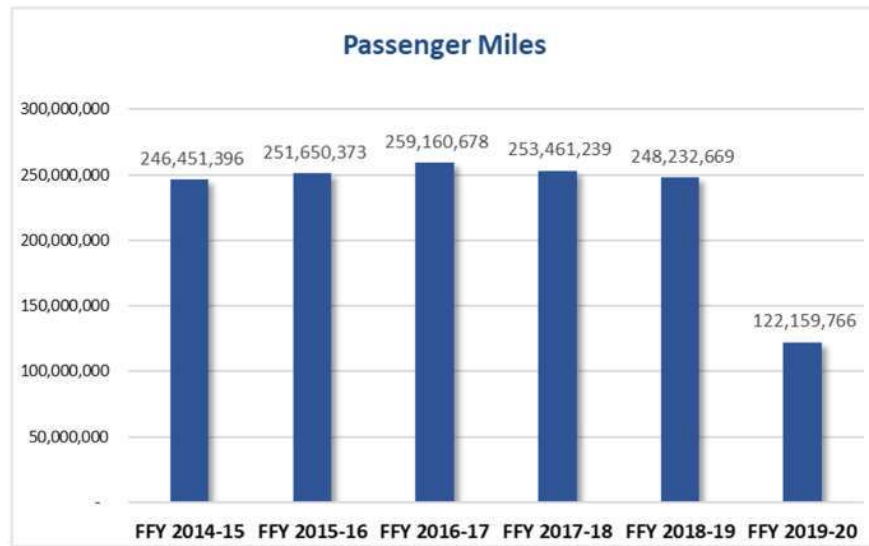
Despite this service and ridership decrease, the Pacific Surfliner remains the second-busiest Amtrak rail corridor in the nation (surpassed only by the Northeast Corridor between Boston, New York, and Washington, D.C.), and the busiest state-supported service in the entire Amtrak national system.

¹ Source: Amtrak, 2020

Performance Standard	Metric	Status
Passenger Miles	Continuous growth relative to baseline	

Pacific Surfliner **passenger miles totaled 122,159,766 for FFY 2019-20**, a **decrease of 50.8 percent** over the prior year, which is on par with the overall decrease in system ridership experienced during the same time period.

Figure 4.2: Pacific Surfliner Corridor Passenger Miles




Factoring in the average pounds of carbon dioxide (CO₂) emissions per passenger mile in a private automobile versus riding on passenger rail², the 122 million passenger miles for the Pacific Surfliner resulted in a **reduction of nearly 44,000 tons of greenhouse gases (GHG)**. The impact that this has on the environment cannot be understated. The CO₂ emissions saved is the equivalent of burning nearly 528 tanker trucks full of gasoline.

It is expected that passenger miles will recover gradually as the COVID-19 pandemic ends and its impacts begin to ameliorate.

Service reestablishment opportunities include not only regularly scheduled trains, but also special event trains. In past fiscal years, the LOSSAN Agency and Amtrak have partnered to provide additional capacity to trains serving major events, including the Del Mar Races, Oxnard Strawberry Festival, and the annual San Diego Comic-Con International. Once it is safe to do so after the pandemic, the LOSSAN Agency plans to build on the success of that special event service and look for opportunities to promote the Pacific Surfliner as the travel mode of choice to major events.

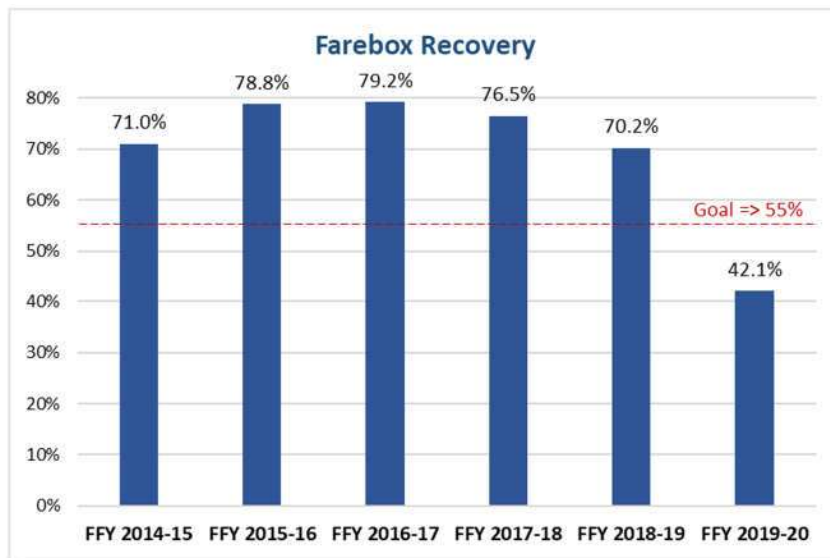
² Source: *Public Transportation's Role in Responding to Climate Change*, Federal Transit Administration, 2010. <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/PublicTransportationsRoleInRespondingToClimateChange2010.pdf>

Efficiency

Performance Standard	Metric	Status
Farebox Recovery	Minimum 55 percent	


The COVID-19 pandemic has had a significant and negative impact on **farebox recovery**, which **fell to 42.1** percent in FFY 2019-20. This represents a decline of 40.1 percent from FFY 2018-19 (70.2 percent). It has been a decade (FY 2009-10) since the farebox recovery fell below the mandated minimum rate of 55 percent.

Figure 4.3: Pacific Surfliner Farebox Recovery



Farebox recovery is impacted by all sources of revenue, including ticket sales, advertising, food and beverage sales, and any supplementary revenue received (such as the fare subsidy provided by SBCAG). While the massive decline in ridership impacted farebox recovery the most, significantly lowering both ticket and café car sales, another factor was the additional costs associated with the implementation of the 13th round trip that operated from October 14, 2019, through the third week of March 2020. The initial costs

to implement this service expansion were not offset by a complete year of operation. It is anticipated that farebox recovery will increase gradually after the COVID-19 pandemic ends, and both service and ridership return to pre-pandemic levels.

Performance Standard	Metric	Status
Cost/Passenger Mile	Continuous improvement	

Cost per passenger mile for FFY 2019-20 was \$0.834. This was an increase of 35 cents over the prior year.

This increase can be attributed in large part to the pandemic, as capacity restrictions and low passenger loads resulted in lower ticket revenue to offset the cost of operating the service. The high cost per passenger mile is expected to continue as long as ridership remains low and social distancing rules remain necessary to prevent the spread of the COVID-19 virus.

Figure 4.4: Pacific Surfliner Cost per Passenger Mile



Service Quality

Performance Standard	Metric	Status
Endpoint On-Time Performance	90 percent of endpoint arrivals within 15 minutes of schedule	

Performance Standard	Metric	Status
All-Station On-Time Performance	90 percent of arrival at all station stops within 15 minutes of schedule	

The FFY 2019-20 **endpoint OTP was 85.1 percent**, a 28.7 percent increase over the prior year, and **all-station OTP was 84.3 percent**, 22.7 percent higher than FFY 2018-19. OTP began to show significant improvements in January 2020, well before the COVID-19 service reduction. Once implemented, the COVID-19 service reduction helped OTP continue to improve, as less train traffic resulted in fewer delays related to commuter and passenger train interference. OTP has also been positively impacted by the completion of a number of capital improvement projects within San Diego county. These projects have added additional double track which improves operational efficiency. The completion of these projects also eliminated slow orders that had previously been necessary during construction.

Despite the recent improvements, OTP continues to be an area of focus for the LOSSAN Agency and Amtrak. The ongoing efforts now focus on ensuring that the OTP performance continues when service restoration begins and train traffic along the LOSSAN corridor increases. As the LOSSAN Agency begins to restore service, staff will work with rail owners and operators, as well as Amtrak and Caltrans DRMT, to ensure that any schedule changes improve overall reliability.

Figure 4.5: Pacific Surfliner On-Time Performance

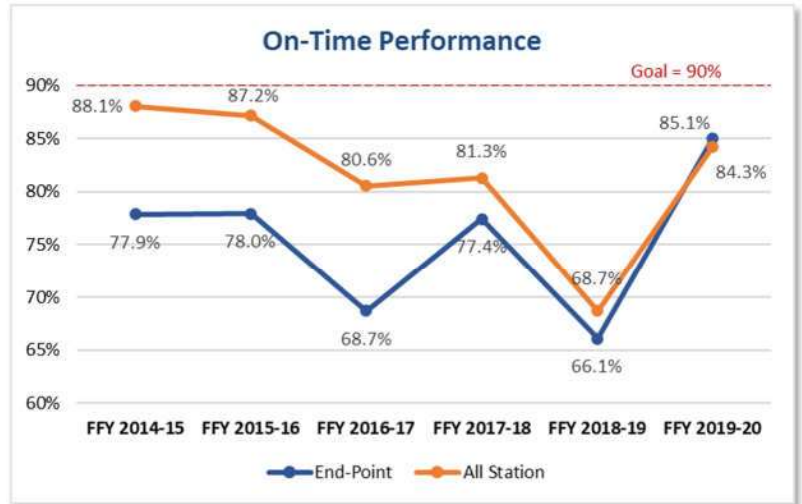
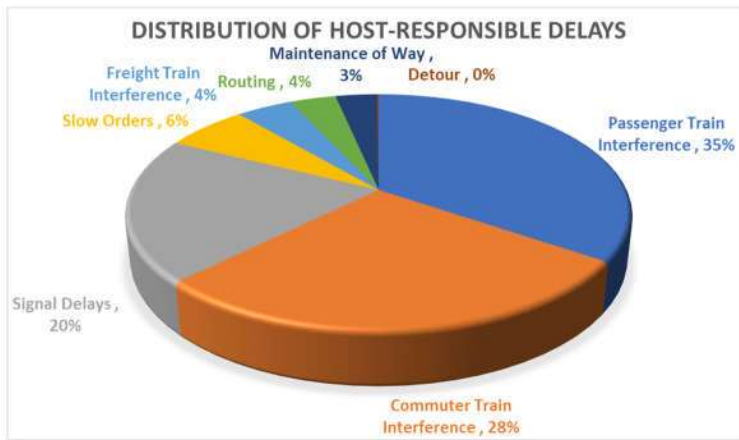


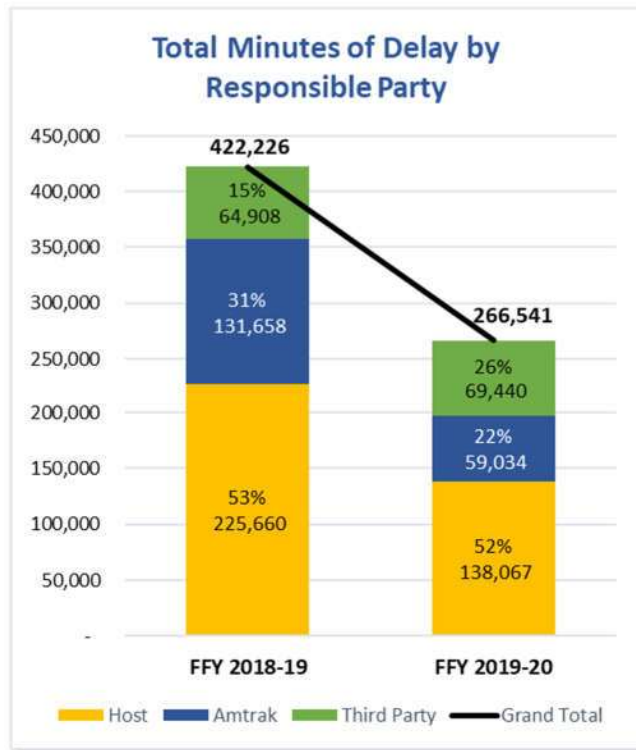
Figure 4.6: Distribution of Host-Responsible Delays



About 52 percent of all FFY 2019-20 delays fell under host railroads' responsibility. The origins of these delays vary by individual train, but can often be traced back to slow orders, signal system failure and dispatching delays. These delays can then cascade and cause trains to meet at non-planned locations, resulting in further delay. Despite the improvements in OTP, the LOSSAN Agency continues to work with the hosts to determine the root cause of

delays and come up with operational solutions. Details on the specifics of the delays incurred during FFY 2019-20 are shown in Figures 4.6 through 4.9.

Figure 4.7: Total Delay by Responsible Party



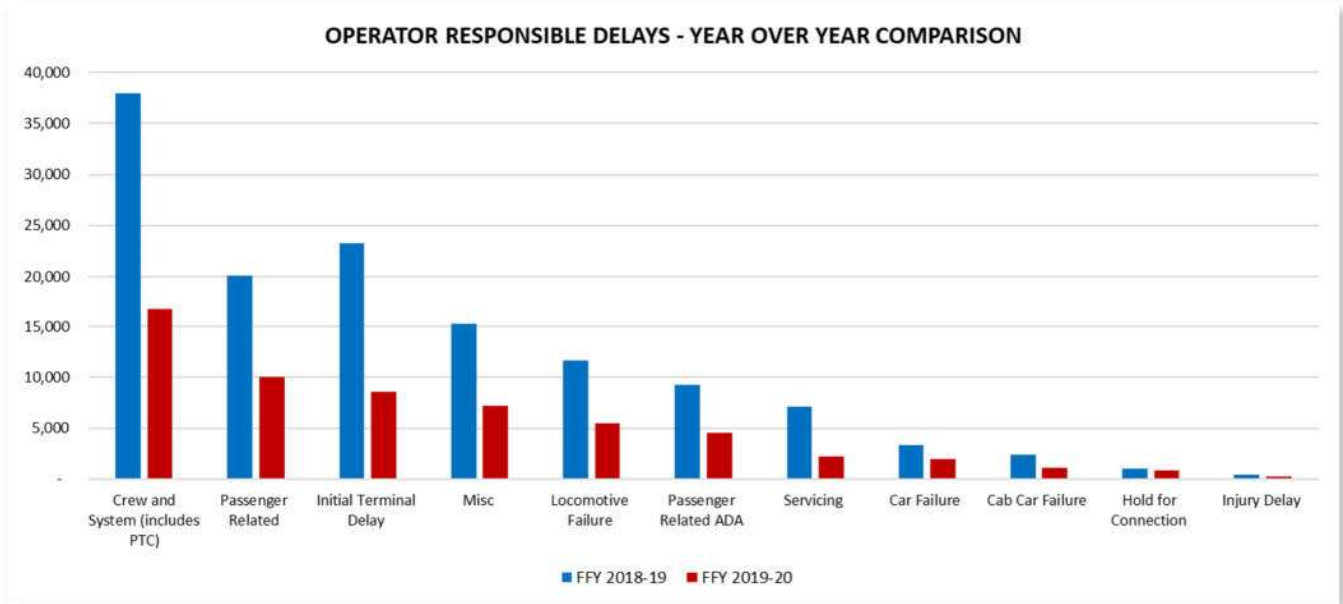
As can be seen in Figure 4.7, the total minutes of delay for FFY 2019-20 decreased significantly. Nonetheless, there were approximately 267,000 total minutes of delay in FFY 2019-20. As noted previously, Host responsible delays make up the majority of the overall delays experienced on the Pacific Surfliner. Of the total Host responsible delays, 32 percent are a result of commuter or passenger train interference. In some cases, these are tied back to cascading delays, but in others dispatching priority is involved. In response to this, the LOSSAN Agency is working with both NCTD and the UPRR to either maintain or implement OTP incentive programs. On February 1, 2019, the LOSSAN Agency executed an agreement with NCTD for an OTP incentive program, which has been in effect since July 1, 2019. Funded via a 2018 TIRCP grant, this program provides incentive performance payments for meeting Pacific Surfliner OTP goals. A similar program is

being developed with the UPRR.

Operator responsible delays also decreased significantly when compared to the prior year (nearly 73,000 fewer delay minutes). Despite the decrease, crew and system (including PTC) remains the top operator related delay, representing about 28 percent of operator delays in FFY 2019-20. Details on the year over year increases for operator responsible delays can be found in Figure 4.8 below.

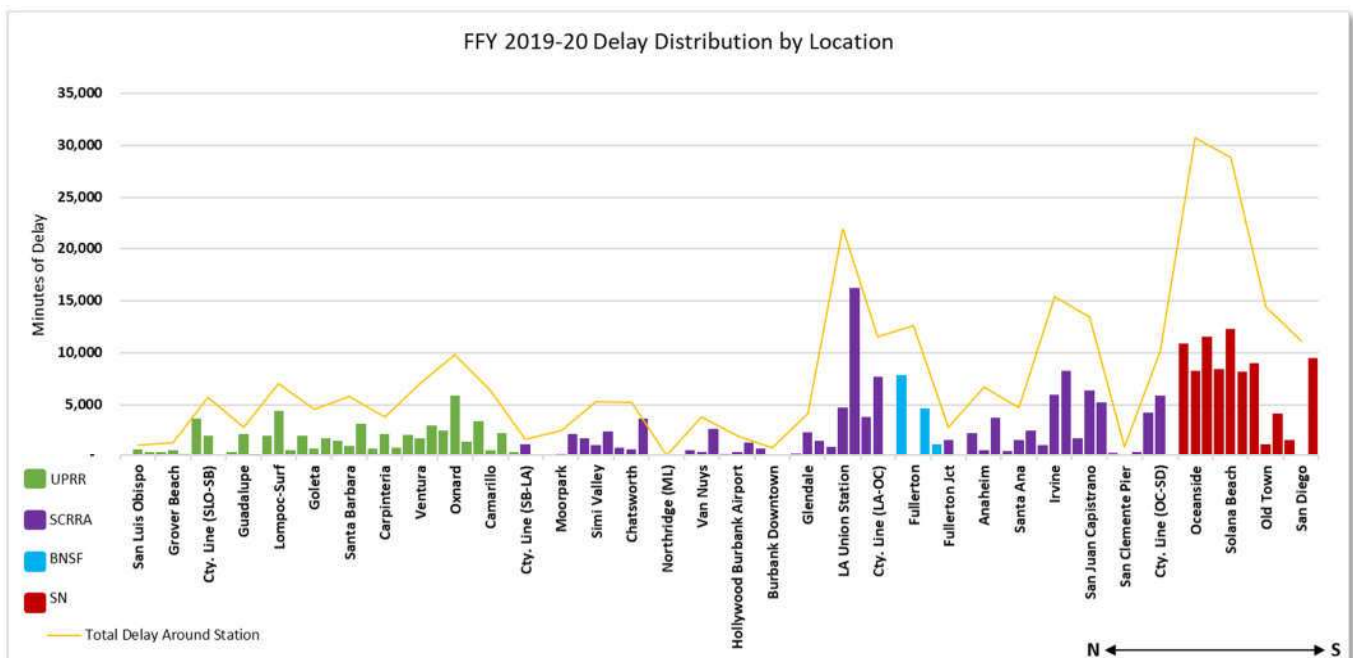
Efforts are underway to address the issues that currently occur with PTC. As much of the delay occurs when PTC fails to initialize, onboard crew focuses on reinitializing the system as directed by operator dispatch. However, if these efforts fail to rectify the issues, significant minutes can be lost awaiting additional direction from dispatch. The LOSSAN Agency will continue to work with the operators on dispatch policies specific to PTC related issues, establishing a time threshold for allowing trains to proceed at reduced speed while experiencing PTC related issues.


Figure 4.8: Operator Responsible Delays



Additionally, effort was made to locate specific “delay hot spots” along the corridor. The results of this can be seen in Figure 4.9. The chart below indicates the total delay at each location, as well as the total delay around each station. This is determined by combining delays approaching, dwelling, and leaving each facility. This has helped to isolate specific areas that are in need of infrastructure improvements, such as signal upgrades or siding improvements, or are in need of schedule adjustments due to ongoing construction activities.

Figure 4.9: Delay Distribution by Location



Performance Standard	Metric	Status
Operator Delays/10,000 Train Miles	Fewer than 325 minutes of delay per 10,000 train miles	

For FFY 2019-20, the Pacific Surfliner **averaged 478 minutes of operator delays per 10,000 train miles**. This continues to be an area wherein the Pacific Surfliner service does not meet the UPS, however improvement has occurred over prior years. Many of the issues associated with operator specific delays are being addressed via the recent schedule changes that are resulting in a rise in OTP. However, the LOSSAN Agency will continue to work with Amtrak and our host railroads to ensure that this performance standard continues to improve.

Additional Performance Indicators

There are additional performance indicators that, while not required to be reported to the state, are helpful in calculating the value and efficiency of the service. These indicators are included below.

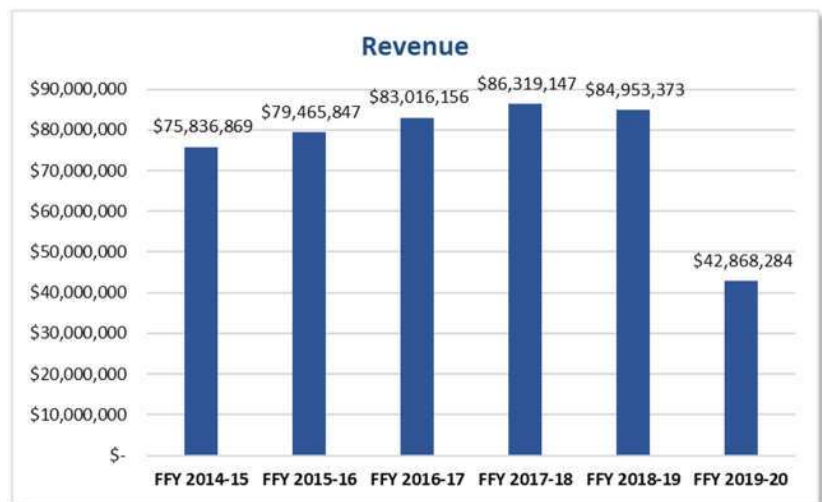
Revenue

The COVID-19 pandemic had a significant and negative impact on revenue. For FFY 2019-20, **total revenue decreased 49.5 percent, to approximately \$42.9 million**.

The decrease can be attributed to the 50.8 percent decrease in ridership. The LOSSAN Agency continues to seek ways to maximize revenue from the existing service. Also, LOSSAN Agency staff continually works with Amtrak to evaluate existing food and beverage service based on sales

and revenue data and implement menu refreshes to update the food and beverage selections being offered aboard Pacific Surfliner Café cars. Revenue is expected to increase when the COVID-19 pandemic ends and service and ridership gradually return to pre-pandemic levels.

Figure 4.9: Pacific Surfliner Revenue



Customer Service

For the Pacific Surfliner, Amtrak used to report monthly customer service scores in which an 'average overall satisfied' percentage is calculated out of 100 passengers surveyed. The Pacific Surfliner scored an average **87 percent** for the first half of FFY 2019-20 (through February 2020). This was slightly above the Amtrak nationwide average of 86 percent for the same period. Amtrak was not able to provide customer satisfaction scores at the route level for the second half of FY 2019-20 due to the decline in survey responses resulting from the reduced ridership levels associated with the pandemic.

FFY 2020-21 and FFY 2021-22 Action Plan

The LOSSAN Agency will continue to monitor system performance on a monthly basis and report to the Board via the quarterly LOSSAN rail corridor trends report. Ridership and revenue is forecast to remain low until the COVID-19 pandemic ends. LOSSAN Agency staff continues to work with CalSTA and Amtrak on cost cutting measures and operational efficiencies that will facilitate improvement to farebox recovery. Additionally, LOSSAN Agency staff is working with NCTD to continue OTP improvements resulting from the OTP incentive program. Additional work is being put into developing a similar program with the UPRR, though implementation has been delayed as a result of the pandemic. The LOSSAN Agency will continue to develop and implement schedule adjustments as problem areas are identified and as service restoration begins after the pandemic. Dispatching policies that address the delays associated with PTC malfunctions will likewise be addressed with the hosts. Other identified issues will be addressed with the Corridor Improvement Team, which includes all rail operators and host railroads.

Modification of Performance Standards

The UPS document identifies several factors that may lead to the need to modify the adopted UPS. Currently, no basis for modifications of the standards exist. However, on March 30, 2020, the LOSSAN Agency formally requested relief from the Uniform Performance Standards, as dictated by the Interagency transfer Agreement, Appendix G. Relief has been requested at least until such time as pre-COVID-19 service levels have been restored and travel restrictions have been lifted.

Chapter 5: Capital Improvement Program

Since 1990, the State of California has made a significant investment to fund capital improvements on the state's three intercity passenger rail corridors. During that time, LOSSAN Agency member agencies have also been successful in securing state and federal grants for preliminary engineering, environmental documentation, final design, and construction of capital projects along the LOSSAN rail corridor, in addition to local investments by self-help counties using countywide sales-tax measures. These improvements have allowed for significant enhancements in safety, improvements in operational efficiency, and increases in capacity. Despite these investments, more than half of the rail corridor remains single track, most of which is along the corridor north of Los Angeles. This remaining single track will continue to hinder the expansion of service and overall efficiency. An extensive capital improvement program of over \$5 billion in additional capacity, station improvements, signal and communications improvements, and other capital projects remains unfunded.

There are seven different ROW owners along the LOSSAN rail corridor and each has made investments within their territory; however, the capital needs of the corridor well outweigh the available funding resources. A significant hurdle for the intercity passenger rail services in California has been the lack of a long-term sustainable capital funding source. The approval of SB 1 by the California legislature in April 2017 has helped provide a more reliable funding source for these major (and minor) capital needs but is still insufficient by itself to fully fund the identified capital improvements along the LOSSAN rail corridor. The LOSSAN Agency will continue to coordinate with its partners and member agencies to pursue additional funding opportunities that bring benefits to the larger corridor.



Grover Beach Station Expansion, Source: City of Grover Beach

Throughout 2020, the LOSSAN Agency worked actively with the State and various stakeholders, through the ongoing Corridor Optimization effort, to update the capital projects list for the LOSSAN rail corridor. This was done to compile a comprehensive list of all identified capital projects, including the status of each project as well as any programmed funding. The list serves as a resource to aide in the future service expansion plans of SCRRA, NCTD, and the Pacific Surfliner. The updated capital projects list can be found in table 5.1 and 5.2. The project list is split into projects that are in implementation and/or have a funding commitment, and those in the planning process and/or without funding currently committed.

While each member agency or host railroad is responsible for the implementation of their own respective capital improvement programs, the LOSSAN Agency will use the updated Capital Projects list in both funding and legislative pursuits, with a focus on leveraging any existing funds to advance capital projects that benefit the entire LOSSAN rail corridor. This unified voice advocating for capital funding and key projects makes the LOSSAN Agency's requests more compelling and competitive.

Capital Improvement Plan Funding

In addition to a list of all capital improvements planned by various stakeholders throughout the corridor, the LOSSAN Agency also maintains a Capital Improvement Program (CIP) that consists of projects that the LOSSAN Agency funds and has direct management of. On January 30, 2019, the LOSSAN Board approved a comprehensive CIP that programmed all project funding available to the LOSSAN Agency for the next two years. The approved CIP focused on projects that addressed safety and/or security needs and included some projects that improve the passenger experience. On June 15, 2020, with the reduction in ridership and subsequent loss in revenue that have resulted from the global COVID-19 pandemic, the LOSSAN Board approved the reprogramming of \$11,536,500 in SRA formula funds from the CIP to a reserve fund to be used if necessary to cover the costs of ongoing operations of the Pacific Surfliner intercity rail service for federal fiscal year 2020-21. This action was taken in anticipation of state budget reductions associated with lower than projected revenues for FY 2020-21.

Since the approval of the CIP, the LOSSAN Agency has initiated several additional projects with LOSSAN Board approval, which include the planning and design efforts associated with the expansion of layover and maintenance facilities for the Pacific Surfliner in San Luis Obispo, Goleta and San Diego. Below are the funding programs currently being used as part of these efforts.

SRA Program: California Senate Bill 1 (SB 1) includes approximately \$454 million directed specifically to commuter and intercity rail services through the State Rail Assistance (SRA) program. SRA is intended to fund both operational and capital improvements through a combination of formula and competitive distribution. SRA was created to provide intercity rail agencies with a dependable source of supplemental revenue that is flexible and can be used to fund a variety of rail service improvements. The SRA program formula distribution process began with state FY 2017-18, and the LOSSAN Agency has been allocated the complete first round of available SRA funds (\$13.9 million) to projects vital to the preservation of Pacific Surfliner passenger service. Round two of SRA funding is estimated to be \$29.8 million over the next five-year period. This funding will include significant additions and improvements to the Pacific Surfliner passenger fleet. Future year allocation estimates will be updated annually and can fluctuate with the current price of diesel fuel.

CalSTA TIRCP: The Transit and Intercity Rail Capital Program (TIRCP) was created to provide grants for capital improvements that modernize California’s intercity, commuter, and urban rail systems. The goal of these improvements is the reduction of GHG emissions and vehicle miles travelled. In April 2016, the LOSSAN Agency submitted a TIRCP grant application in partnership with SANDAG, NCTD and OCTA. In total, CalSTA awarded \$82 million in TIRCP grant funds to



Narlon Bridge Replacement, Source: UPRR

the LOSSAN Agency, representing the single largest award to any agency. On January 12, 2018, the LOSSAN Agency coordinated the submittal of three separate applications requesting over \$700 million in capital and operational improvement CalSTA awarding \$188.3 million in TIRCP funds, including \$147.9 million for projects in Ventura, Santa Barbara, and San Luis Obispo Counties, and \$40.4 million for projects in San Diego County.

CalOES – California Transit Security Grant Program (CTSGP): The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B (Prop 1B) in November 2006, authorized the issuance of \$19.9 billion in general obligation bonds for specified purposes, including grants for transit system safety, security, and disaster response projects. An element of Prop 1B is the CTSGP – Intercity Passenger Rail/Commuter Rail Systems administered by CalOES.

The CTSGP provides funding for capital projects that enhance protection against safety and security threats on select intercity passenger and commuter rail systems in California. The LOSSAN Agency is an eligible recipient of these grant funds, and was allocated nearly \$7.2 million in CTSGP funds, for FY 2013-14 through FY 2016-17. These grants funds are being used for a corridor-wide video surveillance system replacement/upgrade, the construction of a centralized monitoring center for these video feeds, and physical security improvements including the construction of a new law enforcement office at the San Diego Santa Fe Depot. The video surveillance system projects are currently in process, with anticipated completion by the end of calendar year 2021.

State Minor Capital Project Funding: In addition to the major capital improvements funded by various sources as discussed above, the state annually sets aside an allocation of approximately \$500,000 to cover minor projects related to the Pacific Surfliner service. Projects funded under this program include station improvements, signage, and minor safety and security enhancements.

Other Capital Funding: In addition to the funding sources discussed above, the LOSSAN Agency and its member agencies have and will continue to utilize a variety of other federal, state and local funding sources to advance capital improvements and other programs along the

LOSSAN rail corridor, including the Better Utilizing Investments to Leverage Development (BUILD) program, Federal-State Partnership for State of Good Repair (SOGRA) grants, Consolidated Rail Infrastructure and Safety Improvement grants (CRISI), and local transportation sales-tax measures. The LOSSAN Agency will continue to explore all local, state, and federal funding opportunities.

The 2018 California State Rail Plan (2018 Plan), which is adopted every five years, lays out a transformative long-term vision of the state-wide railroad network. The 2018 Plan envisions capital investments along a strategic trajectory toward a layered, multi-tiered freight and passenger rail operating environment that better serves travel markets and delivers better cost efficiency metrics than the bifurcated services do today. The current planning efforts that the LOSSAN Agency is engaged in with the passenger and freight rail operators in Southern California, are already being coordinated within the larger context of the 2018 Plan.

Current and Programmed Capital Projects

The LOSSAN Agency updates the CIP each year consistent with the development of the annual business plan. The needs identified in the CIP often exceed the available funding, and projects are prioritized with safety-related projects given the highest priority. The CIP can be adjusted mid-cycle to account for project savings or projects that may need to be advanced, delayed, added, or deleted. As these needs arise, the LOSSAN Agency will work with the LOSSAN TAC to prioritize additional projects for inclusion in the approved CIP. The list of projects included in the CIP is supplemented by additional capital projects along the rail corridor that have been identified or programmed by member agencies. A summary of the LOSSAN Agency programmed projects are listed in Table 5.1, including programmed funding sources and estimated costs. A list of programmed member or partner agency-led capital projects along the LOSSAN corridor that are in progress or will begin construction prior to FY 2021-22 is provided in Table 5.2.

Table 5.1: Capital Improvement Projects List – In Implementation/Funded

No.	Project Name	Type of Project	Project Description	Subdivision, Location (MP)	Capital Cost Estimate	Funding Commitment	Project Benefits	Current Status	Anticipated Completion
Capital Improvement Projects List - In Implementation/Funded									
1	Central Coast (San Luis Obispo) Layover Facility Expansion	Layover Facility	Expand storage and servicing capacity of the layover facility in SLO to hold up to 4-5 trains, including capacity for minor to moderate maintenance and other end of line needs.	UPRR Santa Barbara 248.90 - 249.40	Initial Phase: \$11,597,000 (construction) Build-Out: \$36,586,000 (construction) \$77,658,000 (total)	Programmed: Initial Phase Funded by STIP, Prop 1B, TIRCP	Allow service expansion to/from SLO, add capacity for up to 4-5 train sets with capacity for minor to moderate maintenance and car wash	PAED	2024
2	Goleta Layover Expansion	Layover Facility	Expand existing layover facility to hold 1-2 additional trains	UPRR Santa Barbara 249.50 - 250.00	\$ 10,121,863	Programmed; Funded by SRA, TIRCP		PS&E	2022
3	Bridge Replacements	Track	Replace three (3) aging bridges	UPRR Santa Barbara 251.3, 304.3, 386.5	\$ 58,000,000	Partial funding through TIRCP to cover two (2) bridges; additional funding needed to cover third bridge	Remove slow orders and increase speed limits.		2025
4	Rail and Tie Replacement	Track	Upgrade rail and ties to improve service reliability, operation and safety.	UPRR Santa Barbara 355.7 - 251.5	\$ 24,000,000	Programmed; Funded by TIRCP	Increase operational flexibility and improve reliability	Construction	2022
5	Install CTC Santa Barbara	Signal		UPRR Santa Barbara 355.7 - 251.5	\$ 22,500,000	TIRCP	Increase operational flexibility and improve reliability	PS&E / Construction	2022
6	Upgrade non-powered switches to dispatch controlled (CTC)	Track, Signal		UPRR Santa Barbara 355.7 - 251.5	\$ 6,700,000	TIRCP	Increase operational flexibility and improve reliability	PS&E / Construction	2022
7	Capitola Station Double Track and Second Platform	Track, Station	Extend existing double track and construct second platform	UPRR Santa Barbara 413.1	\$ 31,938,000	Partial funding through TIRCP; Additional funding needed.	Safety and operational improvements		TBD
8	Camille Station Pedestrian Grade Separated Crossing	Station, Grade Separation		UPRR Santa Barbara 413.1	\$ 7,800,000	Programmed; Funded by TIRCP/Prop 1B/TDA	Improve pedestrian access and operational flexibility, reduce travel time, accommodate future service growth	Design and Environmental Assessment	TBD
9	Link US Phases A	Bridges, Track, Signal, Station	Phase A of Link US includes two new run-through tracks on a new viaduct, which accommodates up to a total of nine run-through tracks in the future, over the US-101 freeway from Platform No. 4 at Los Angeles Union Station south to the mainline tracks on the west bank of the Los Angeles River near First Street, new rail bridges over Center St and Amtrak Lead in the BNSF West Bank Yard north of First St, track, signal and communication improvements in the throat area north of Los Angeles Union Station including new signal houses at CP Mission and CP Terminal, right of way acquisition, utility relocation and street improvements including active transportation improvements.	BNSF SB Sub 157.8	\$ 950,398,000	Proposition 1A, TIRCP, Metro, SCRA, and other	Reduce dwell times. Will allow trains to run through the station rather than having to change ends and reverse, reducing dwell times. Significant rehabilitation of track and signals will be included.	Completed F&E in July 2019. Community in 35% Preliminary Engineering Design.	2026
10	Rosecrans/Marquardt Grade Separation	Grade Separation	The project will grade separate this intersection from the existing diagonal at grade crossing. It will also improve the efficiency of train movements along the rail corridor; permit the completion of a third mainline track.	BNSF SB Sub 157.8	\$ 153,300,000	Yes	Substantially enhance the safety and traffic flow on surface streets; improve the capacity of regional and national freight and freight package is scheduled to be submitted by August 2019	The 90% PS&E package is scheduled to be submitted by August 2019	2023
11	Third Track CP Soto to Fullerton	Track	Completion of third track construction between CP Soto and Fullerton	BNSF SB Sub 144.2 - 165.5		Yes		In construction	Nearing completion
12	Fullerton Interlocking Plan and Third Track	Track	Construction of a new Fullerton Interlocking plant and third track from Atwood to Esperanza (outside of LOSSAN Corridor)	BNSF SB Sub 40.6 - 35.8	TBD	Yes			2026
13	Commerce Station Relocation	Station, Track		BNSF SB Sub TBD	TBD	Yes			2026
14	Third Track Fullerton to Atwood	Track		BNSF SB Sub 165.5/46.5 - 40.6	TBD	Partial		Environmental clearance status unknown	2026
15	Orange County Maintenance Facility - Phase 1	Facility	New maintenance facility in Irvine, required prior to increasing services on OC and IE-OC Lines	Orange 183.3 - 184.2	\$ 100,000,000	Yes	Line Capacity	Undergoing 5% Design and Preliminary Environment Assessment	2023-2025 (possibly coordinate with Link US Phasing possible)
16	Irvine Station and Fourth Main Track	Track, Station	The conceptual engineering includes the analysis of three conceptual station alternatives. • Alternative 1A: Four main tracks from CP Tinkham to CP Lake, two center platforms at Irvine Station with pedestrian underpass, modification of existing park and ride. • Alternative 1B: Three main tracks from CP Tinkham to CP Lake, center platform between MT3 and MT1, extension of existing side-boarding platform on existing MT2 track; modification of existing pedestrian overpass for the new center platform. No modification is required for the existing park and ride. This is phased implementation of Alternative 1A. • Alternative 2: Four main tracks from CP Tinkham to CP Lake, two center platforms at Irvine Station with a pedestrian underpass. All proposed improvements will be located north of the southerly right of way with no impacts to the existing park and ride facility south of the station.	Orange 184.0 - 186.9	Alt 1A: \$86,768,000 (construction); \$183,382,000 (Total) Alt 1B: \$80,811,000 (construction); \$86,488,000 (Total) Alt 2: \$96,921,000 (construction); \$205,399,000 (Total)	Yes	The goal of the Irvine Station improvements and 4th main track is to enable cross platform transfers between different rail lines and optimize train operations between MP 184.0 and MP 186.9. The design for the platform and track configurations of the Irvine Station will provide flexibility for trains entering and leaving the station efficiently and allow direct train access to the future Orange County Maintenance Facility (OCMF).	5% Design and Preliminary Environment Assessment	8/4/2016

Table 5.1: Capital Improvement Projects List – In Implementation/Funded

Capital Improvement Projects List - In Implementation/Funded									
No.	Project Name	Type of Project	Project Description	Subdivision, Location (MP)	Capital Cost Estimate	Funding Commitment	Project Benefits	Current Status	Anticipated Completion
17	Laguna Miguel to San Juan Capistrano Passing Siding Project	Track, Signals	Extends the double track to a new CP Trabuco, MP 195.7, with the removal of CP Avery. And addition of CP Camino	Orange 193.9 - 195.7	\$ 36,360,000	Yes	The passing siding track will allow trains traveling in opposite directions to pass each other without stopping. The project will reduce delays, increase safety and provide more reliable rail service.	In construction	2/4/2023
18	San Juan Creek Bridge replacement	Track, Structures	This project will replace the existing 100-year old railroad bridge over San Juan Creek in San Juan Capistrano. The existing bridge foundation does not meet current design standards and the bridge itself does not meet current railroad design load standards. The new bridge will be built on the western side of the existing bridge to minimize interruption to passenger and freight train services.	Orange 197.87	\$ 38,333,000	Yes	The new bridge will improve the load and storm capacity, increase safety, and reduce maintenance needs.	Design and Environmental Assessment	2024
19	Signal Respacing CP Avery to CP Songs Signal	Signal	<ul style="list-style-type: none"> Alternative 1: (PREFERRED) <ul style="list-style-type: none"> Remove 2 intermediate signals. Add 6 new intermediate signals. Alternative 2: <ul style="list-style-type: none"> Remove 2 intermediate signals. Add 7 new intermediate signals. Additional intermediate signal is located at West of San Juan Capistrano Station. 	Orange 199.5 - 209.18	Alt 1: \$2,204,000 (construction); \$4,849,000 (Total) Alt 2: \$2,407,000 (construction); \$5,395,000 (Total)	Yes	Respacing the intermediate signals allows for faster train operations and higher passenger operating speeds up to 90 mph. The signal project will ultimately reduce travel time and increase on time performance.	5% Design and Preliminary Environment Assessment	3/21/2023
20	Serra Siding Extension - South	Track	<ul style="list-style-type: none"> IPDR evaluates two conceptual design alternatives, and provides an initial preferred alternative. Alternative 1: A new siding track is constructed on the north side of the existing track, maintaining the existing track at its current location along the whole segment. Alternative 2: A new siding track is constructed on the north side of the existing track, maintaining existing tangent track at its current location, and includes shifting the existing track south where the segment is located at a curve to avoid impacts to embankment of HWY 1 onramp. <p>The project will extend the existing siding track from CP Serra, MP 199.5 to 1.14 miles to west of Beach Road, MP 201.0. Existing CP Serra with one #20 turnout will be replaced by a new control point with universal #20 crossovers. A new control point will be added west of Beach Road where siding track is merged to existing Main Track.</p>	Orange 199.5 - 201.0	Alt 1: \$12,503,000 (construction); \$26,138,000 (Total) Alt 2: \$12,443,000 (construction); \$26,094,000 (Total)	Yes	The siding extension will provide additional capacity for train operations between CP Serra (MP 199.5) and Beach Road Grade Crossing (MP 201.0). This siding extension configuration will improve the safety and reliability of the commuter rail system as well as increase the capacity of the corridor, and minimize the risk of operations shut-down due to maintenance issues or emergency incidents on a single track.	5% Design and Preliminary Environment Assessment	7/19/2023
21	Songs Siding Extension	Track	<ul style="list-style-type: none"> The project provides 1.55 miles of new siding track, and includes two new bridges. IPDR evaluates two alternatives for providing a new siding track from MP 207.7 to CP Songs at MP 209.3. Alternative 1 includes a new siding track, a new double track bridge at MP 207.8, and a new single track bridge over San Onofre Creek at MP 208.6. The existing main line track bridge over San Onofre Creek will be maintained. Alternative 2 includes a new siding track, a new double track bridge at MP 207.8, and a new double track bridge over San Onofre Creek at MP 208.6. The existing main line track bridge over San Onofre Creek will be removed and replaced. 	San Diego 207.7 - 209.25	Alt 1: \$26,486,000 (construction); \$53,322,000 (Total) Alt 2: \$35,132,000 (construction); \$73,353,000 (Total)	Yes	The siding extension will provide additional capacity for train operations between MP 207.7 and CP Songs (MP 209.3). This siding extension configuration will improve the safety and reliability of the commuter rail system as well as increase the capacity of the corridor, and minimize the risk of operations shut-down due to maintenance issues or emergency incidents on a single track.	5% conceptual design complete	2024
22	CP SONGS Signal Relocation	Signal	Relocates point where control and dispatching changes for trains entering or leaving the subdivision between SCRBA and NCTD, currently done at MP 209.1, to MP 207.7 to facilitate more efficient railroad operations. New signal at CP 207.7.	San Diego 207.7	\$ 1,000,000	Yes	Clearing, grading, earthworks, and construction of new signal at CP 207.7.	Final Design	2025
23	San Onofre to Pulgas Double Track Phase 2	Track	Stage 2 of this project includes the construction of a 1.6-mile segment of second main track (MP 216.5 to MP 218.1) and bridges at MP 217.3 and MP 218.0.	San Diego 216.5 - 218.1	\$ 35,600,000	Yes	1.6 mi of additional double track and replacement of Bridges 217.3 and 218.0.	In design /permitting	2025
24	Eastbrook to Shell Double Track (San Luis Rey River Bridge)	Track	Second main track between CP Eastbrook (MP 225.3) and CP Shell (MP 225.9) and replacement of San Luis Rey River Bridge (MP 225.4).	San Diego 225.3 - 225.9	\$ 84,700,000	Funded thru final design	0.6 mi of additional double track and replacement of San Luis Rey River Bridge	In design /permitting	2030
25	Carlsbad Village Double Track	Track	Construction of 1.0 mile of second main track from CP Longboard (MP 228.4) to CP Car (MP 229.5) in Carlsbad. Includes new bridge over Buena Vista lagoon.	San Diego 228.5 - 229.5	\$ 86,600,000	Funded thru initial design	1.0 mi of additional double track. Includes inter-track fencing and other amenities and would not require the application of hold-out rule at CDV Station	In initial design /permitting	2030
26	Poinsettia Station Improvements	Station	Includes inter-track fencing and other amenities and will allow for removal of hold-out rule	San Diego 233.3	\$ 35,900,000	Yes	Hold out eliminated. Reduce run times for train meets.	Complete	Jul-20
27	Batiquitos Lagoon Double Track	Track	Adds 8 miles of second main track from CP Ponto (MP 234.5) to MP 235.1. Also includes replacement of Batiquitos Lagoon Bridge.	San Diego 234.5 - 235.1	\$ 104,200,000	Funded thru final design	0.8 mi of additional double track and Batiquitos Lagoon Bridge replacement.	Final Design	2035
28	Encinitas Pedestrian Crossings (El Portal Undercrossing)	Crossing, Grade Separation	Installation of a grade separated pedestrian undercrossing between El Portal Street and Vulcan Avenue in the City of Encinitas (MP 237.1) and a double track railroad bridge for the pedestrian underpass and the construction of civil improvements to install the walkway and stair approaches, retaining walls, grading and drainage, and landscaping.	San Diego 237.1	\$ 11,200,000	Yes	Grade separated pedestrian crossing carries safety benefits	Construction	2023
29	Chesterfield Crossing	Grade Crossing	Construction of at-grade crossing improvements including all bike and pedestrian facilities, double track, signals and safety upgrades.	San Diego 239.8	\$ 7,100,000	Yes	At grade crossing safety improvements	Complete	May-19

Table 5.1: Capital Improvement Projects List – In Implementation/Funded

No.	Project Name	Type of Project	Project Description	Subdivision, Location (MP)	Capital Cost Estimate	Funding Commitment	Project Benefits	Current Status	Anticipated Completion
30	San Elijo Lagoon Double Track (CP Cardiff to CP Craven)	Track, Signal	1.5 miles of new double-track from CP Cardiff (MP 239.6) to CP Craven (MP 241.1). Also includes replacement of Bridge 240.4 and installation of new signals.	San Diego 239.6 - 241.1	\$ 77,300,000	Yes	1.5 mi of additional double track.	Complete	May-19
31	Del Mar Bluffs Stabilization 4	Resiliency	Construction of soil nail headwall and culvert construction, seawall repairs, concrete down drain repairs, and drainage channel replacement at various locations between MP 244.1 and MP 245.7.	San Diego 244.1 - 245.7	\$ 7,500,000	Yes	Preservation of tracks along Del Mar Bluffs, Safety	Complete	Nov-20
32	Del Mar Bluffs Stabilization 5	Resiliency	Construct the following improvements at locations between MP 244.1 and MP 245.7: deep driven piles to provide seismic stability to portions of the bluff, retaining walls, drainage improvements, and erosion control measures.	San Diego 244.1 - 245.7	\$ 65,200,000	Yes	Preservation of tracks along Del Mar Bluffs, Safety	Final Design	2026
33	Del Mar Bluffs Stabilization 6	Resiliency	Construct the following improvements at locations between MP 244.1 and MP 245.7: bluff toe protection, retaining walls, drainage improvements, and erosion control measures.	San Diego 244.1 - 245.7	\$ 33,600,000	Funded thru final design	Preservation of tracks along Del Mar Bluffs, Safety	Final Design	2027
34	Sorrento to Miramar Phase 2	Track	Construction of second main track and curve realignment from temporary CP Scripps (MP 251.0) to CP Miramar (MP 253.0).	San Diego 251.0 - 253.0	\$ 228,400,000	Funded thru final design	Additional track and curve realignment/straightening on Miramar Hill.	Final Design	2026
35	San Dieguito Double Track and Platform Phase 1	Track	Construction of a 0.9-mile segment of second main track from CP Valley (MP 242.2) to the existing San Dieguito River Bridge (MP 243.0).	San Diego 242.2 - 243.0	\$ 61,900,000	Yes	0.9 miles of double track, turn out, freight storage, and trench upgrades.	Final Design	2025
36	San Dieguito Double Track and Platform – the Del Mar Ringroads Special Events Platform	Track, Station	2.1 miles of second main track from MP 241.8, north of CP Valley, to CP Del Mar (MP 243.9). Includes the replacement of the San Dieguito River Bridge (MP 243.2) and the construction of a special event platform on the new bridge for the Del Mar Fairgrounds.	San Diego 241.8 - 243.9	\$ 246,300,000	Funded thru final design	2.1 mi of additional double track, bridge replacement, and construction of a new special event service platform at the Del Mar Platform.	Final Design	2025
37	Bridge 257.2 Replacement	Track	Replacement of aging trestle double track bridge 257.2 with a new double track bridge at a higher elevation, and track replacement on both sides to transition track profile.	San Diego 257.2	\$ 15,400,000	Funded thru initial design	Bridge replacement	Initial Design	2024
38	Elvira to Morena Double Track	Track	Conversion of 2.6 mi of single track to double track and installation of new signals. Replacement of 1 mi of double track. Construction of new/replacement bridges at MP 260.4, 259.6, 259.1, and 258.6.	San Diego 257.9 - 260.5	\$ 192,900,000	Yes	2.6 mi of additional double track and signal improvements.	Complete	Jul-20
39	San Diego River Bridge & Double Track	Track	Adds 0.9 mi of double track and realignment from CP Tecolote (MP 263.2) to CP Friar (MP 264.1) and replaces single track San Diego River Bridge with new double track bridge.	San Diego 263.2 - 264.1	\$ 92,200,000	Yes	0.9 mi of additional double track including the replacement of single track San Diego River Bridge with double track bridge	Complete	Feb-20
40	Broadway to Gaslamp	Track, Station	Signalization of a 0.8-mile stretch of BNSF track south of Santa Fe Depot (MP 267.7) and construction of a new siding and station platform to serve the San Diego Convention Center, three new control points, Positive Train Control (PTC), additional trackwork, crossing improvements, and landscaping.	San Diego 267.7 - 268.5	\$ 38,700,000	Yes	Extension of COASTER commuter rail service to Convention Center Platform, operational and capacity improvements, safety upgrades.	Environmental	2026
41	San Diego County Layover and Maintenance Facility	Layover Facility	Construct a new layover and maintenance facility for the Pacific Surfliner in San Diego County.		Immediate Phase: \$6,123,000 (Total) Interim Phase: \$33,033,000 (Total) Build-Out: \$94,278,000 (total)	Programmed: Immediate and Partial Interim Phases Funded by THCP	Allow service expansion to/from San Diego, add capacity for up to 7 revenue train sets with capacity for moderate to major maintenance and car wash and car storage.	Planning	2024

Table 5.2: Capital Improvement Projects List – Planned/Unfunded

Capital Improvement Projects List - Planned/Unfunded									
No.	Project Name	Type of Project	Project Description	Subdivision, Location (MP)	Capital Cost Estimate	Funding Commitment	Project Benefits	Current Status	Anticipated Completion
1	Rice Avenue Grade Separation	Grade Separation			\$ 117,532,000	Potential funding through SB1 SSCP and/or Trade Corridor Enhancement Program	Reduce conflicts between vehicles and trains	Pending Funding	
2	Arroyo Simi Bridges Rehabilitation	Track, Bridge	Rehabilitation of a series of four bridges in the vicinity of Moorpark		\$ 13,000,000	No		Pending Funding	
3	Link Union Station Phase A: Track and Signal Modernization	Track, Signal	Modernize track and signal systems in the throat of LA Union Station necessary prior to construction of Link US project		\$ 80,000,000	Potential FY 2022-23 STIP		Pending Funding	
4	Seacliff Siding	Siding	Upgrade and extend siding to allow passenger and freight meets	UPRR Santa Barbara 385.30 - 387.00	\$ 21,526,000			PAED	TBD
5	Oreaga Siding	Siding	Rebuild one mile long siding that has been taken out of service	UPRR Santa Barbara 385.6 - 388.58	\$ 26,000,000	Programmed: Funded by TIRCP, SRA	Increase capacity and operational efficiency for all trains operating north of Los Angeles	On Hold	TBD
6	Leesdale Siding	Siding	Upgrade and extend siding	UPRR Santa Barbara 405.49 - 421.44	\$ 26,170,000	Programmed: Funded by TIRCP/Prop 1B/SRA	Allow passenger and freight meets	On Hold	TBD
7	Doran Street Grade Separation	Grade Separation	Design and construct Salem/Sperry overpass and Fairmont connector grade separations.	Valley MP 7.99	\$ 180,000,000	Metro local + SB1 ATP cycle 4	Safety and reliability	Final Design	
8	Link US Phase B	Bridges, Track, Signal, Station	Phase B includes the raising of all the tracks and platforms at LAUS, a new and expanded passageway with enhanced transit and retail amenities including new outdoor plazas, a new lead track in the throat area north of Los Angeles Union Station, new rail bridges over Cesar Chavez Ave and Vine St, and a total of up to nine run-through tracks including six for regional and intercity rail service and up to four for future high speed rail service, with 2 tracks that are interoperable.	River 0.0	\$ 2,000,000,000	No	Improve connectivity, increase rail service capacity, reduce train idling times, future development, improve pedestrian access, enhance passenger experience, improve US-101 and local roadways	Completed FEIR July 2019	2031
9	Southside Turn Facility	Station	New platforms to function as a supplemental terminal for LAUS during construction of Phase 2 of Link US. Near BNSF 1st street yard, south of LinkUS. North of 6th Street bridge being constructed over the River.	River 141.1 - 141.7	TBD	No	Long-term support of HSR service goals, requiring more than two tracks. To support Phase 2 of Link US - necessary for completion of Link US	Enveloped of site to be cleared with HSR environmental clearance	Prior to LinkUS Phase B
10	LA-SB Dedicated Passenger Corridor: Early Start on 4th Main Hobart Through Commerce	Track, Signal, Station	Design and construct 20 miles of mainline and structures between CP Soto and the new Commerce Station, including necessary land acquisition and relocation of parking for intermodal operations for Hobart Yard; construct 8 miles of lead tracks at Hobart Yard, relocate old Commerce Station to new location, including property costs; design and construct new Commerce Station; design and construct 20 miles of staging tracks at Commerce Yard; complete design of Hobart staging area and storage tracks. All signal and crossover work is included.	BNSF SB Sub TBD	\$ 777,100,000	No	Provides early benefit with the relocation of the Commerce Station and helps lay the foundation for the completion of 4th Main, which separates freight and passenger rail and enables 5-minute passenger train headways from LA to Fullerton	MetroLink planning for funding	2023
11	LA-SB Dedicated Passenger Corridor: Hobart Yard Relocation	Track, Signal, Station	Potential phasing element of LA-SB Dedicated Passenger Corridor	BNSF SB Sub TBD	\$ 422,100,000	No	Separates freight and passenger rail and enables 5-minute passenger train headways from LA to Fullerton	MetroLink planning for funding	2023
12	LA-SB Dedicated Passenger Corridor: Fullerton Junction Reconfiguration	Track, Signal, Station	Potential phasing element of LA-SB Dedicated Passenger Corridor	BNSF SB Sub 162.5 - 165.3, 45.7 - 36.0	\$ 225,700,000	No	Separates freight and passenger rail and enables 5-minute passenger train headways from LA to Fullerton	MetroLink planning for funding	2023
13	LA-SB Dedicated Passenger Corridor: Construct 4th Main Track LA to Fullerton	Track, Signal, Station	Potential phasing element of LA-SB Dedicated Passenger Corridor	BNSF SB Sub TBD	\$ 886,800,000	No	Completion enables 5-minute passenger train headways from LA to Fullerton	MetroLink planning for funding	2028
14	LA-SB Dedicated Passenger Corridor: Construct 3rd Main Track on the BNSF SB Route	Track, Signal	Potential phasing element of LA-SB Dedicated Passenger Corridor	BNSF SB Sub TBD	\$ 604,700,000	No	Separates freight and passenger rail and enables 5-minute passenger train headways from LA to Fullerton	MetroLink planning for funding	2023

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No.	Project Name	Type of Project	Project Description	Subdivision, Location (MP)	Capital Cost Estimate	Funding Commitment	Project Benefits	Current Status	Anticipated Completion
15	Pioneer Blvd Grade Separation	Grade Separation	New grade crossing that was part of the HSR plans and has been folded into the Metrolink SCORE Program	BNSF SB Sub ~154.3	\$ 129,100,000	No	Safety	Metrolink planning for funding	2028
16	Malabar Yard Connector/48th Street Closure	Track	Constructs a new section of track to connect BNSF Malabar Yard with the Los Angeles Railway Junction through E 48th Street and permanently closes the 48th Street grade railroad crossing		\$ 20,550,000	Potential funding through SB1 SSCP and/or Trade Corridor Enhancement Program			
17	26th Street ROW Acquisition	Track	Acquisition of the northern half of 26th Street to allow BNSF to construct new tracks at Hobart Yard, allow BNSF to vacate the West Bank Yard. Relocating BNSF's West Bank Yard activity is a prerequisite to enable full utilization of the first run-through tracks at Los Angeles Union Station, which are to be operational by 2026.		\$ 296,913,000	Potential funding through SB1 SSCP and/or Trade Corridor Enhancement Program			
18	Norwalk Blvd/Los Nietos Road Grade Separations	Grade Separation	Two new grade crossings that were part of the HSR plans and has been folded into the Metrolink SCORE Program	BNSF SB Sub ~153.2	\$ 129,100,000	No	Safety	Metrolink planning for funding	2028
19	Closure of 39th Street	Facility	Closure of 39th Street connection to Malabar Yard	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
20	Relocation of West Bank Yard	Facility	Relocation of West Bank Yard to a location adjacent to Hobart Yard	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
21	Commerce Intermodal Yard	Facility	Purchase of property to locate the rebuilt Commerce Intermodal Yard	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
22	Upgraded Signal System	Signal	Construction of a new signal system with 1.25-mile spacing	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
23	1-5 Double Track Flyover	Track	Construction of a double track flyover between the 1-5 and the 1-710	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
24	Fourth Track Buena Park to Fullerton	Track	Construction of a fourth track from Buena Park to Fullerton and start of the staging yard adjacent to Hobart	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
25	Fourth Track 1-5/1-710 to CP Soto	Track	Construction of a fourth track from the west end of the 1-5/1-710 flyover to CP Soto and completion of the staging yard at Hobart, including property acquisition	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
26	Completion of Fourth Track	Track	Completion of the remaining fourth track	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
27	1-5/710 Flyover	Track	Construct a two-track, passenger-only elevated structure to carry passenger trains over freight tracks to the south side of BNSF ROW, eliminating passenger-versus-freight conflicts	BNSF SB Sub TBD	\$ 52,000,000	Potential funding through SB1 SSCP and/or Trade Corridor Enhancement Program			
28	New Commerce Intermodal Facility	Intermodal Facility	Property acquisition to allow current Commerce Intermodal Facility to shift south and accommodate separation of freight and passenger conflicts	BNSF SB Sub TBD	\$ 96,372,000	Potential funding through SB1 SSCP and/or Trade Corridor Enhancement Program			
29	Norwalk & Fullerton Over/Under	Track	Construction of the over/under at Norwalk and Fullerton	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
30	Burrows and Colton Yards	Facility	Burrows and Colton yard construction will precede the fourth track projects between Buena Park to Fullerton and 1-5/1-710 to CP Soto and will be attached to agreements regarding passenger train counts in excess of today's contractual limits	BNSF SB Sub TBD	TBD	No		Not environmentally cleared	2026
31	Signal Respacing: La Palma to College	Signal	Respacing of intermediate signals	Orange 167.3 - 169.8	\$ 4,900,000	No	The respacing of intermediate signals allows for express train operations and higher passenger operating speeds up to 90 mph, reducing travel time.	Metrolink planning for funding	2023
32	Orange/Olive Junction and Wye	Track, Signal	New crossover and faster turnouts	Orange 172.2	\$ 3,900,000	No	Line Capacity	Metrolink planning for funding	2023
33	Orange - Olive Junction Improvements and Wye	Track, Signal	The existing wye consists of a single, uncontrolled track and will require modifications to provide PTC-ready track and signal systems. A new crossover will need to be constructed west of the existing wye. Existing ties will be replaced with concrete ties. New control points will be installed. Grade crossings will need to be upgraded to meet quiet zone requirements. A drainage system that includes grading and new catch basins may be necessary pending further preliminary investigation.	Orange 172.2	\$ 42,600,000	No	Improve mobility in the corridor	Metrolink planning for funding	2028

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Capital Improvement Projects List - Planned/Unfunded									
No.	Project Name	Type of Project	Project Description	Subdivision, Location (MP)	Capital Cost Estimate	Funding Commitment	Project Benefits	Current Status	Anticipated Completion
34	Signal Respacing: Maple to Solow	Signal	Respace existing intermediate signals	Orange 172.4 - 192.2	\$ 4,900,000	No	The respace of intermediate signals allows for express train operations and higher passenger operating speeds up to 90 mph, reducing travel time.	Metrolink planning for funding	2023
35	Third Track between Tustin and Laguna Niguel Area	Track	13 miles of a third main within the existing double track guideway. The span of the project will be between Red Hill Avenue in the City of Tustin to La Paz Road in the City of Mission Viejo. Modifications to existing grade crossings and turnouts will be required.	Orange 177.9 - 190.3	\$ 52,700,000	No	Allows for significant track capacity and provide additional time slots for a greater range of service patterns	Metrolink planning for funding	2028
36	Orange County Maintenance Facility - Full Buildout	Facility	New maintenance facility in Irvine, required prior to increasing services on OC and IE-OC Lines	Orange 21.3 miles in Orange County Great Park adjacent to MP 185/Inline Station	\$ 65,000,000	No	Line Capacity	Not started	2028
37	Serra Siding Extension - North	Track	Project was driven by OTP and incorporated into the OCTA Development of Rail Capital Improvement Program in 2018. It will extend the Serra siding on the north end.	Orange MP 197.4 - 198.1	\$ 10,760,400	No	Improve the safety and reliability of the commuter rail system as well as increase the capacity of the corridor, and minimize the risk of operations shut-down due to maintenance issues or emergency incidents on a single track.	No progress	TBD
38	San Onofre Bridges	Track	Replacement of three timber trestle railway bridges at MP 207.6, 207.8 and 209.9.	San Diego 208.2 - 209.2	\$ 35,400,000	Project on hold	Replacement of three timber bridges.	Project on hold	2025
39	Camp Pendleton Station	Station	Construction of new station/platform on Camp Pendleton adjacent to the Stuart Mesa Maintenance Facility.	San Diego 222	\$ 46,400,000	No	New station to serve Camp Pendleton	Preliminary/Conceptual design	2030
40	La Costa to Swami Double Track	Track	Adds 2.9 miles of double track in the City of Encinitas from CP La Costa (MP 235.1) to CP Swami (MP 238.0). (Note that this project may be split at CP Moonlight located north of Encinitas Blvd.)	San Diego 235.1 - 238.0	\$ 87,000,000	No	Includes inter-track fencing and other amenities and would not require the application of hold-out rule at BMC Station	Planning	2030
41	COASTER Extension to National City	Track	Extend COASTER and Pacific Surfliner Service to National City along BNSF tracks. Rehabilitate existing BNSF tracks to include signalization and PTC	San Diego 267.71 - 271.139	Unconstrained Capital Cost (\$20.4): \$900,000,000	No	New commuter rail service extension to South Bay San Diego	Planning	TBD
42	San Onofre Creek Double Track	Track	Construction of an additional passing track for 1.3 miles north of the existing Control Point (CP) Songs at Mile Post (MP) 203.2 to MP 207.5, where CP Songs will be relocated.	San Diego 207.9 - 209.2	\$ 38,300,000	No	1.3 miles of additional double track including replacement of single track bridges	Planning	2030
43	San Mateo Creek Double Track	Track	Construction of a second main track between the county line (between Orange and San Diego counties) at MP 207.4 and MP 208.2. The limits of the project include the structures across San Mateo Creek, Br 207.6 and the bridge across the wetland, Br. 207.8.	San Diego 207.4 - 208.2	\$ 33,400,000	No	0.8 miles of second main track between the county line (between Orange and San Diego counties) at MP 207.4 and MP 208.2.	Planning	2030
44	Stuart Mesa Maintenance Facility Capacity Enhancement	Layover Facility	Increase capacity of Stuart Mesa Maintenance Facility located on Camp Pendleton Marine Corp Base.	San Diego 222	\$ 47,000,000	No	7000 feet of additional track with new service line for fueling, washing and handling.	Planning	2030
45	San Diego Metropolitan Transit System Yard Improvements	Layover Facility	Increase capacity of the San Diego MTS yard located adjacent to the 12th and Imperial Trolley Station		\$ 12,900,000	No	Additional layover yard track, turnouts, and signal systems	Planning	2030
46	Leucadia Blvd Grade Separation	Grade Separation	Grade separate the existing intersection of Leucadia Blvd at the railroad track	San Diego 236	\$ 113,800,000	No	Safety	Planning	2030
47	Encinitas Pedestrian Crossings	Grade Separation	New pedestrian undercrossings at Montgomery and Hillcrest within the City of Encinitas		\$ 18,100,000	No	Safety	Planning	2030
48	Del Mar Bluffs 50 Year - 1	SOGR	Building on the previous 4 Del Mar Bluffs Stabilization projects, this project identifies stabilization needs to support the tracks for 50 years.	San Diego 244.1 - 245.7	\$ 19,100,000	No	Safety, State of good repair	Planning	2025
49	Del Mar Bluffs 50 Year - 2	SOGR	Building on the previous 4 Del Mar Bluffs Stabilization projects, this project identifies stabilization needs to support the tracks for 50 years.	San Diego 244.1 - 245.7	\$ 68,700,000	No	Safety, State of good repair	Planning	2030
50	Del Mar Tunnel - 1 AA	Track	Conduct planning, alternatives analysis, and public outreach for the Del Mar Tunnel	San Diego 244 - 248	\$ 100,000,000	No	5 miles of double track, grade separated, higher speed rail tunnel	Planning	2025
51	Del Mar Tunnel - 2 PE/ENV	Track	Preliminary Engineering, environmental clearance, and public outreach for the Del Mar Tunnel	San Diego 244 - 248	\$ 115,000,000	No	5 miles of double track, grade separated, higher speed rail tunnel	Planning	2030
52	Del Mar Tunnel - 3 FD/CON	Track	Design and Construction of the Del Mar Tunnel	San Diego 244 - 248	\$ 3,257,000,000	No	5 miles of double track, grade separated, higher speed rail tunnel	Planning	2050
53	Carlsbad Village Trench	Track	Lowering of existing tracks and constructing second main track into a trench to avoid at grade crossing from MP 228.0 to MP 230.6	San Diego 228.0 - 230.6	215,000,000 to 350,000,000	TBD	Removal of at-grade crossing from MP 228.0 to MP 230.6 would carry performance and safety benefits.	In initial design /environmental	TBD
54	Poinsettia Crossovers	Track, Signal	Construct a left-hand crossover at MP 233.10, north of Poinsettia Station and a right-hand crossover at MP 235.50, south of Poinsettia Station.	San Diego 233.1 - 233.5	\$ 6,200,000	No	Operational flexibility	On hold pending construction funding	2025
55	Sorrento Valley Blvd Safety Improvements	Grade Crossing, Signals	Construct near-side signal between Sorrento Valley station and Sorrento Valley Blvd to reduce conflicts with heavy traffic congestion.	San Diego 249.1	\$ 3,800,000	No	Safety	On hold pending funding	2025

Chapter 6: Fare Policy

Pacific Surfliner trains currently offer travel in unreserved coach class and reserved business class. If traveling in unreserved coach, passengers do not need to make an advanced reservation for a specific train, except during Thanksgiving week and select special events, when all seats on Pacific Surfliner trains are reserved. Pacific Surfliner fares are largely static year-round and do not vary by day of the week, with nominal increases on select holiday and traditionally busy travel periods. Business class requires an advanced train-specific reservation and a 50 percent upcharge, with a minimum \$10 upgrade fee. In addition to a guaranteed seat, business class also provides a beverage, snack, newspaper, and service from a dedicated train attendant on most trains.

Ticket types available on the Pacific Surfliner include one-way, roundtrip, 10-trip tickets, and monthly passes for unreserved coach. Roundtrip tickets are priced at twice the one-way fare. The 10-trip ticket is valid for ten one-way trips between a specific station pair within a 60-day period from date of first use and can be used by more than one passenger. Ten-trip tickets are discounted below one-way and roundtrip tickets, with all station pairs priced at a consistent 40 percent off the equivalent single ride fares. Monthly tickets are valid for unlimited travel for an entire calendar month for the passenger named on the ticket.

The LOSSAN Agency implemented a fare restructuring in March 2018. This is the only fare change to take place since the ITA was executed in June 2015, as can be seen in Table 6.1.

Table 6.1: Historic Pacific Surfliner Fare Adjustments

Date	Increase
June 2003	3 percent
June 2004	3 percent
June 2005	5 percent
December 2005	5 percent
June 2006	5 percent
October 2006	5 percent
February 2009	N/A -- fare restructuring
February 2010	2 percent
June 2010	3 percent
June 2011	2 percent
September 2011	Seasonal fare change eliminated
August 2012	2 percent
June 2013	2 percent
March 2018	N/A – fare restructuring

Everyday Discount Programs

In addition to discounted multi-ride tickets, the Pacific Surfliner offers everyday discounts on tickets to senior citizens age 62 and older (15 percent), disabled riders (15 percent), United States military veterans (15 percent), children age 12 and under (50 percent), and a national student discount program that provided a 15 percent discount for students aged 13 to 25 years old.

Other Discount Programs

The LOSSAN Agency and Amtrak occasionally partner with local destinations and/or convention and visitors bureaus to offer special discounts for travel to a specific location. For example, the Santa Barbara and San Luis Obispo Car Free programs offer a 20 percent discount off Pacific Surfliner tickets for travel to stations in those counties. Amtrak also offers a California rail pass, which offers travel on any seven days in a 21-day period on all three state-supported intercity routes in California, as well as the Coast Starlight and most Amtrak Thruway buses.

When requested by the LOSSAN Agency, Amtrak can also offer special discounts to one-time events using a special promotional code. Groups of 15 or more on the Pacific Surfliner can receive a 20 percent discount on regular fares on select trains based on projected seat inventory and season of travel. The Kids 'n' Trains program provides reduced group fares for school and youth groups traveling on the Pacific Surfliner on select mid-week trains. Additionally, SBCAG is currently subsidizing a limited-term discount on 10-trip and monthly passes between stations in Ventura County and Santa Barbara/Goleta to help encourage ridership between Ventura and Santa Barbara Counties.

Rail 2 Rail Programs

There are currently two distinct Rail 2 Rail programs in place that allow Metrolink and COASTER pass holders to ride Pacific Surfliner trains at no additional cost using their valid commuter rail tickets and/or monthly passes.

Metrolink: This Rail 2 Rail program allows Metrolink monthly pass holders who travel on Metrolink's Orange and Ventura County lines to travel on Pacific Surfliner trains within the limits of the station pairs of their pass at no additional charge, including on Saturday and Sunday. The Rail 2 Rail program does not apply to Metrolink one-way, roundtrip, and seven-day passes except on Pacific Surfliner trains between Los Angeles and Burbank Airport and select trains operating between Los Angeles and Oxnard. Pacific Surfliner monthly pass holders may also ride any Metrolink train within the station pairs on their Amtrak monthly pass. Amtrak conductors scan the Metrolink passes and Metrolink is billed for each Rail 2 Rail boarding at a reimbursement rate of \$7.00 per boarding.

COASTER: NCTD currently has a modified Rail 2 Rail program agreement whereby COASTER passengers may travel on any Pacific Surfliner trains using a valid COASTER RegionPlus, monthly, or day pass. As of the current FY, NCTD reimburses Amtrak \$4.03 per Rail 2 Rail rider, which is the approximate average fare collected per passenger boarding on the COASTER

service. Pacific Surfliner monthly pass holders and one-way and roundtrip ticket holders may also ride any COASTER train within the station pairs on their Amtrak ticket at no additional charge.

The focus on the revisions to the existing Rail 2 Rail programs has shifted somewhat as all agencies involved deal with the impacts of the ongoing pandemic. The existing agreements have been extended with the current programs kept in place. Over the course of the next fiscal year, the LOSSAN Agency will be working with Metrolink and NCTD to revise the Rail 2 Rail programs to achieve a more equitable distribution of both revenue and expenses. The Cost and Revenue Options report prepared as part of the LOSSAN Agency's corridor optimization effort includes a number of options for consideration in improving the programs as we move forward.

Additional Fare Enhancement Opportunities

In FY 2021-22, as the LOSSAN Agency works with Amtrak to restore service and rebuild ridership, appropriate opportunities to increase fare revenue while ensuring passenger safety will be explored. These include:

- Implement fare promotions as appropriate to encourage riders to return post pandemic. Focus will be on trains and station pairs that are the most underutilized.
- Implement marketing campaigns as appropriate to ensure riders confidence in the safety and cleanliness of the Pacific Surfliner.
- Increasing public awareness of existing everyday discount programs, especially student and group discounts.
- Continue partnerships with sports and concert venues as these locations begin holding events once the current pandemic restrictions are eased. These include partnerships with the San Diego Padres, Del Mar Racetrack, Anaheim Ducks, and other event organizers. Attempts will be made to promote taking the Pacific Surfliner to sporting events, concerts, and other special events as appropriate for passenger safety.
- Enhance customer loyalty and referral programs, including the Amtrak Guest Rewards program, to retain existing customers and attract new riders.
- Explore fare integration opportunities along the corridor.

Chapter 7: Network Integration, Coordination and High-Speed Rail

An integrated passenger rail network is a key initiative included in the 2018 California State Rail Plan, with the goal to plan and implement a statewide passenger rail system that maximizes the performance potential of intercity passenger rail as a time- and cost-competitive travel option for meeting the state's transportation needs. Several opportunities exist for better integrating the Pacific Surfliner service with the existing, planned and proposed transit and rail network along the 351-mile LOSSAN rail corridor.

Statewide and Regional Coordination

The LOSSAN Agency works in close coordination with CalSTA, Caltrans DRMT, transit and rail operators along the LOSSAN rail corridor, and other stakeholders on efforts to improve rail and transit connections. This includes working to create an integrated passenger rail and transit network with coordinated schedules, which will provide additional travel options throughout the state, allowing passengers to seamlessly transfer from service to service to reach their desired destinations.

Specifically, the LOSSAN Agency has worked with rail operators and stakeholders along the LOSSAN rail corridor to establish a corridor improvement team to guide coordinated planning efforts to identify and address on-time performance and operating issues that impact the ability to better integrate the services. The group includes participation from the LOSSAN Agency, NCTD, Metrolink, BNSF, SJJPA, Amtrak and UPRR. Together the members are working collaboratively to improve rail service through service optimization efforts and coordinated analysis of root causes of delay.

Additionally, the LOSSAN Agency recently completed a corridor optimization study that sought to identify integrated operating strategies, in partnership with the operators along the LOSSAN rail corridor, that can help define optimized service concepts for existing and planned services that provide repeatable hourly "anywhere to anywhere" connectivity between rail and transit providers throughout southern California. The operating strategies identified as part of the study can be especially beneficial now as we look forward to restoring the collective services along the rail corridor that have been reduced during the COVID-19 pandemic.

Transit Connections

The LOSSAN Agency has built strong working relationships with the regional transit operators along the rail corridor. In 2016, the LOSSAN Agency implemented the Pacific Surfliner Transit Transfer Program, providing seamless transfers to 11 local public transit services along the LOSSAN rail corridor and creating more convenient first- and last-mile connections.

The Amtrak-operated Thruway bus service also provides key connections and is coordinated with the San Joaquin and Capitol Corridor intercity rail services, providing connectivity to the statewide rail system. While the ridership and revenue losses incurred as a result of the COVID-19 pandemic have required a reduction in the Thruway bus services provided by the LOSSAN Agency, SJJPA and CCJPA, the passage of Senate Bill 742 in 2019 will allow greater flexibility in the planning and scheduling of thruway bus routes once this service is restored. The LOSSAN

Agency will work with Amtrak, CCJPA, SJJPA and Caltrans DRMT to review operations of the Thruway bus service and look for opportunities to improve connectivity and efficiency as part of the service restoration effort. Pacific Surfliner trains also provide timed connections in Los Angeles to three Amtrak long-distance trains serving destinations including Chicago, New Orleans, Portland, and Seattle.

Integrated Fare Structure

There are several short- and long-term efforts being evaluated or undertaken by the State and local agencies to introduce a more integrated and seamless ticketing system for passenger rail and connecting transit services. In late 2017, the LOSSAN Agency participated in a workshop hosted by CalSTA to discuss statewide fare integration and coordination of passenger rail and mass transit services. This was the first step to provide integrated, end-to-end public transportation services that are accessible, convenient, and provide a viable alternative to single occupancy vehicle travel. The LOSSAN Agency also participated in a statewide integrated travel conference held in spring of 2018 that allowed statewide transportation agencies to learn more about integrated travel concepts and help shape progress towards a pilot program within two years. Following this conference, the CCJPA was awarded TIRCP funding to develop a pilot for a Statewide Integrated Travel Program, focused on developing a statewide trip planning and fare integration strategy among multiple agencies using modern software platforms to enhance connectivity, efficiency, and ridership across California, including on the Pacific Surfliner.

In parallel with this statewide effort, the LOSSAN Agency is continuing to manage the Rail-2-Rail (R2R) programs with both Metrolink and NCTD. When first implemented, the R2R Program was intended to leverage available capacity on the Pacific Surfliner trains for the mutual benefit of Metrolink, NCTD and Pacific Surfliner passengers. The R2R programs provides for all Amtrak-operated Pacific Surfliner trains to accept valid Metrolink and NCTD tickets, and for all Metrolink and NCTD trains to accept valid Amtrak tickets within the limits of the tickets, subject to certain restrictions and blackout dates. To continue the development of options for the long-term continuance of the R2R Program and also to ensure continued integration efforts on the LOSSAN rail corridor, LOSSAN Agency staff will continue working with Metrolink, Amtrak, NCTD, as well as Metro and MTS, on solutions that provide easier integration for passengers between services. As part of the corridorwide optimization study that was recently completed by the LOSSAN Agency, various cost sharing methodologies that exist nationally and internationally were evaluated to assist with identifying solutions for sharing the revenue and costs between agencies that are associated with a more integrated ticketing strategy. Also, with the 2018 TIRCP grant award, the LOSSAN Agency received \$250,000 in network integration funding that will be applied towards the design or implementation of a pilot program for a more integrated ticketing system once a preferred solution is identified.

Regional and Sub-Regional Transit and Rail Integration Studies

Beyond the corridorwide and statewide efforts and strategies noted above, several LOSSAN member agencies are studying more localized passenger rail service alternatives along the LOSSAN rail corridor. These local efforts are summarized below.

- *Freight Pathing Study between Atwood-San Diego and Passenger Service extensions south of San Diego*

This recently completed study was led jointly by the BNSF Railway and NCTD to perform a freight-specific analysis on how anticipated growth can be accommodated on the LOSSAN South corridor for freight trains between CP Atwood (in Orange County) and San Diego and how an extension of passenger services to a new Convention Center station and/or National City could aid freight capacity. NCTD has had the desire to extend Coaster services to San Diego's Convention Center since 2002 and the 2018 California State Rail Plan has provided momentum to extend passenger services south of San Diego Downtown towards the border with Mexico. This study also aligns with the LOSSAN Agency's current efforts to identify a location for a new layover and maintenance facility for the Pacific Surfliner in San Diego and some of the locations under consideration are located south of downtown. The LOSSAN Agency was a stakeholder on this study.

- *San Bernardino Pathing Study*

Similar to the effort performed by the BNSF between Atwood and San Diego, this study will perform a freight-specific analysis on how anticipated growth can be accommodated on the San Bernardino Subdivision between Los Angeles and San Bernardino, of which the LOSSAN rail corridor overlaps between Los Angeles and Fullerton. This study also aligns with the LOSSAN Agency's optimization study, and to identify operating strategies with the host operators that will help guide the development of optimized service concepts for existing and planned service along the LOSSAN rail corridor. The LOSSAN Agency is also identified as a stakeholder by BNSF on this study.

- *SBCAG Regional Transit and Rail Planning and Integration Study*

As part of the 2018 TIRCP grant awards, SBCAG received funding to perform a regional transit and rail planning and integration study. This study is taking a focused look at identifying the regional mobility needs along the LOSSAN rail corridor between Moorpark and San Luis Obispo, and identifying potential new, modified, or expanded service options, including the best methods for integrating these services into the existing transit and rail network. The LOSSAN Agency is coordinating with its member agencies in Ventura, Santa Barbara, and San Luis Obispo counties on this study.

- *Coast Rail Corridor Service Implementation Plan and Passenger Rail Improvement Study*

In early 2020, SLOCOG initiated the Coast Rail Corridor Study—a two-part study to (1) develop a phased service implementation plan for establishing a network of intercity rail and bus routes between Goleta and Salinas, and 2) evaluate and provide recommendations for implementing a regional passenger rail service between locations in San Luis Obispo County that cannot be easily served by the existing Pacific Surfliner service. The LOSSAN Agency is supportive of this effort to provide more localized passenger rail service within the LOSSAN rail corridor and will continue working with SLOCOG and the other corridor stakeholders in this study to identify opportunities to expand the reach and enhance the connectivity of the Pacific Surfliner service.

- *Transportation Agency of Monterey County (TAMC) Rail Network Integration Study*

The Rail Network Integration Study is evaluating service options for both a regional rail service operating between Monterey and Santa Cruz, along a portion of the Coast Corridor, as well as a longer intercity passenger rail service extending south of Salinas to San Luis Obispo, providing a connection between the Pacific Surfliner and the Capitol Corridor or Caltrain in San Jose. The LOSSAN Agency is participating in this study as part of the Network Advisory Committee established for the project.

- *San Diego Regional Rail Higher Speed and Enhanced Safety Alternatives Advanced Planning Study*

The San Diego Association of Governments is the lead for an advanced planning study to identify opportunities for higher speed and enhanced safety for the LOSSAN Corridor along the San Diego Subdivision, working with NCTD, MTS, LOSSAN, CalSTA, and other stakeholders. A particular focus of the study has been to address long-term solutions for relocating the rail alignment off the sensitive coastal bluffs in the City of Del Mar. The study began in August 2020 and is anticipated to take 18-24 months to complete.

- *Coachella Valley – San Geronio Pass Rail Corridor Service Development Plan*

RCTC is the lead in completing the Coachella Valley - San Geronio Pass Rail Corridor Service Development Plan to establish daily intercity rail service between Los Angeles and Indio in the Coachella Valley. This effort is funded with a \$2.9 million FRA grant and local funds. The team is in close coordination with FRA, Caltrans and local stakeholders to complete the project. The work also includes the development of program level environmental documents to advance efforts on the corridor. The LOSSAN Agency is supportive of this effort and has been actively participating in the project development.

Link Union Station

The LOSSAN Agency is participating in planning and design meetings related to the Link Union Station (Link US) project. The project, which is being managed by Metro, will transform LAUS from a “stub-end” station, to a “run-through” station by extending tracks south over the US 101 freeway, resulting in reduced travel times, particularly for Pacific Surfliner passengers traveling through Los Angeles. Link US will also reconfigure station entry tracks and station boarding platforms to improve efficiency, and create a new passenger concourse with improved retail, food and passenger waiting areas. Metro is also working with CHSRA to explore options to incorporate future HSR service at LAUS. The Environmental Impact Report for the Link US Project was certified and approved by the Metro Board of Directors in June 2019 with the draft Environmental Impact Statement scheduled to be released for public comment in the spring of 2021.

SCORE Program

The SCORE program is a multi-year, \$10 billion program managed by Metrolink to upgrade the regional rail system in Ventura, Los Angeles, Orange, San Bernardino, and Riverside Counties to meet the current and future needs of the traveling public. The SCORE program is more than just adding tracks, grade separations and upgrading signal systems across the Metrolink system. The vision is to provide the infrastructure necessary to operate more trains with greater frequency and reliability, making regional rail travel easier and more convenient.



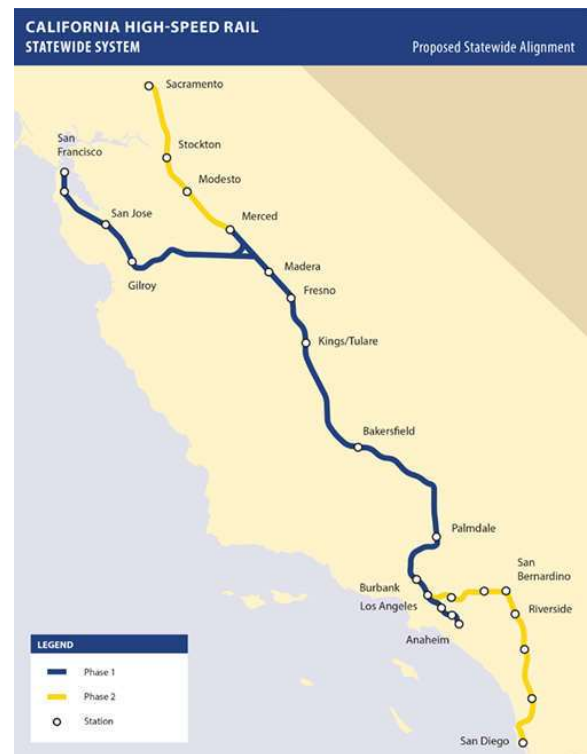
The LOSSAN Agency is an important partner in this program, working with Metrolink, BNSF, Caltrans DRMT, CHSRA, and CalSTA in the development of a phased implementation strategy for the program that begins the integration of the regional passenger rail services, aligning with the operating strategies identified as part of the LOSSAN optimization study, and allows for the eventual introduction of high-speed rail as part of the regional rail network.

High-Speed Rail Connection

The HSR system is planned to be an integral component of the statewide passenger rail system, and key to the statewide network integration effort. The passenger rail services along the LOSSAN rail corridor serve as a backbone for transportation throughout the central and southern California coastal regions. As such, the LOSSAN rail corridor will provide critical connections to support and compliment the HSR system in whatever form it eventually takes. Integration between the LOSSAN rail corridor and HSR system will provide mutual benefits to each service.

The CHSRA adopted its most recent Business Plan in June 2018. The 2020 Business Plan is anticipated to be approved by the CHSRA Board of Directors in December 2020. As with the previous Business Plans, CHSRA continues to recognize the interregional importance of the Burbank to Anaheim segment of the HSR system and the need to make strategic investments that will help link rail systems together over time. In FY 2021-22, the CHSRA and the LOSSAN Agency will continue efforts to coordinate efforts in the LOSSAN rail corridor.

Figure 7.1: California High-Speed Rail Statewide System



Source: CHSRA, 2019

As originally planned, Phase 2 of the CHSRA project will extend HSR from Los Angeles to San Diego via an inland route. This would change the role of the Pacific Surfliner into more of a feeder route to HSR, particularly for coastal communities in Orange and San Diego counties.

Chapter 8: Passenger Amenities

The LOSSAN Agency continues to work with Amtrak to implement initiatives designed to enhance amenities and improve the overall passenger experience, effectively positioning the Pacific Surfliner as a safe and attractive travel option.

Amenities offerings designed to enhance customer perception and support ridership objectives also provide the Pacific Surfliner with clear points of differentiation from other regional rail operators. Programs including complimentary Wi-Fi, food and beverage options, and business class upgrades help incentivize riders to choose train travel while boosting customer satisfaction. Additionally, the LOSSAN Agency continues to coordinate, fund and lead passenger-focused investments along the corridor, including network integration and system enhancements such as integrated ticketing, Passenger Information Display Systems, and Wi-Fi system and equipment enhancements.

In 2020, the passenger amenities available onboard Pacific Surfliner trains were adjusted to align with reduced travel demand and enhanced health and safety measures in response to the COVID-19 pandemic. This includes the installation of sanitizing stations onboard the trains, equipment modifications in the Café Car, and changes to onboard food service procedures. As service levels are restored, further adjustments will be made in coordination with the State and Amtrak to preserve amenities that passengers enjoy while also addressing budgetary and operational needs.



This chapter provides more details about changes that have been made to passenger services and amenities in light of the pandemic, as well as enhancements that have been prioritized by the LOSSAN Agency for the Pacific Surfliner service in FY 2021-22 and FY 2022-23.

COVID-19 Safety Enhancements



The LOSSAN Agency continues to lead improvement efforts in partnership with Amtrak to keep riders safe, including modifications onboard Pacific Surfliner trains.

In response to the pandemic and evolving health guidelines, the following enhancements were made and supported by strategic communications efforts that increased awareness about the new safety measures implemented in Summer 2020.

Continuing to adapt to public health and safety needs will be critical to recovering ridership and building confidence in the Pacific Surfliner service in the years following the pandemic.

Sanitizing Stations: A variety of cleaning products, including alcohol-based hand sanitizer and antibacterial surface wipes, were installed at key locations onboard Pacific Surfliner trains. Packaged cleansing towelettes, which were available previously, continue to be available in the Market Café. These added resources provide another level of protection for passengers and crews. Signage was developed and placed at each sanitizing station to inform passengers. Efforts to provide these resources will be maintained and expanded as service levels are restored.



Plexiglass: Plexiglass barriers were installed in the Market Café on all Pacific Surfliner trains, which separate the Café Car attendant from customers purchasing food and beverages. The barriers provide added protection for both passengers and crews and are an important measure that continues to demonstrate the Pacific Surfliner's commitment to safeguarding the onboard experience.

Complementary Masks: Facial coverings are required at stations and onboard the trains. Customers who forget their mask may request one from the conductor for free. In June 2020, the LOSSAN Agency secured 15,000 disposable masks, 500 cloth masks, and other personal protective equipment (PPE) through the State of California. The supplies were distributed as needed.

Additional enhancements to the overall passenger experience that will continue to be maintained and enhanced as needed include:

- Modified change and cancellation fees to provide trip flexibility.
- Contact-free travel including electronic ticketing, cashless services, and contactless movement onboard.
- Enhanced cleaning protocols and safety measures to manage physical distancing on board and at stations.
- Adjustments to the food and beverage products available in the onboard café.

On-Board Amenities



Business Class: Business class is a popular amenity on the Pacific Surfliner, with reservations in business class representing 21.6 percent of total ridership and 34 percent of ticket revenue during FY 2018-19. With a business class ticket, passengers receive a guaranteed seat; pastries and coffee, tea or orange juice in the morning, and at-seat snack and beverage service in the afternoon, as well as a dedicated attendant on most trains. Passengers also receive access to the Amtrak Metropolitan Lounge in Los Angeles, priority boarding at the Santa Fe Depot in San Diego, and bonus Amtrak Guest Rewards points.

During the pandemic, business class capacity has been temporarily reduced to provide additional unreserved capacity so that the service could continue to operate safely. As service levels are restored, the LOSSAN Agency will continue to work with Amtrak to enhance the amenities offered in business class in a cost-effective manner.

The LOSSAN Agency is currently overseeing a refresh of the business class train cars, where the seats are being reupholstered with leather, and new carpets and drapes are being installed. Once complete, the renovations will give business class an enhanced feel, further elevating the service. Advertising and marketing campaigns will help promote awareness of the enhancements with the goal of increasing business class bookings.



Food and Beverage: In FY 2020-21, the LOSSAN Agency continued to work with Amtrak to evaluate existing food and beverage offerings based on sales and revenue data, and implemented regular menu “refreshes” to introduce new locally sourced fresh food items and local craft beers. The LOSSAN Agency continues to produce and distribute updated menus including attractive photography and product descriptions that highlight the organic, locally sourced food items available on board. Historically, revenues from both food and beverage and business class sales have exceeded operating costs for on-board services,

commissary, and related additives, and made these services very profitable, which reduces the subsidy needed from the State. As service levels are restored, the LOSSAN Agency will work with Amtrak to continue elevating food and beverage offerings by introducing new locally sourced products.

Wi-Fi: All Pacific Surfliner trains currently offer complementary Wi-Fi service, which has proven to be a widely used and valuable passenger amenity. As a result of coordination efforts between the LOSSAN Agency and Amtrak, the onboard Wi-Fi service now redirects to PacificSurfliner.com when riders connect, which has led to an increase in website traffic among customers. The LOSSAN Agency is currently evaluating options for replacing the onboard Wi-Fi systems with the goal of cost-effectively enhancing the reliability and speed of the Wi-Fi connection.



Service Amenities

Customer Communication: The LOSSAN Agency continues to maintain various channels to support access to service updates for passengers in transit and during trip planning. The Pacific Surfliner website and social media, channels have seen a consistent growth in traffic and followers. Through these channels, LOSSAN Agency staff is able to engage with current and prospective passengers, helping to promote future travel on the Pacific Surfliner. These channels

have been especially important during the pandemic, allowing the LOSSAN Agency to communicate important information about travel policies and service adjustments in a timely and effective manner. These channels continue to support critical access to service updates as the LOSSAN Agency looks to work on other improvements in the future including the Passenger Information Display System project at stations.

As travel demand recovers, the LOSSAN Agency will leverage social media to inspire safe travel experiences and further grow confidence in the service. As service levels are restored, the LOSSAN Agency also plans to enhance its email program, and work with partner agencies to expand digital content to include additional “how-to” articles and destination guides.



Rail 2 Rail Program: The LOSSAN Agency continues to work with Amtrak, Metrolink, and NCTD to offer a Rail 2 Rail program to benefit customers, which provides an equitable reimbursement rate to the Pacific Surfliner for carrying Metrolink and COASTER pass holders on state-funded intercity trains. The LOSSAN Agency continues to monitor instances where the program needs to be suspended due to expected increases in travel demand, namely due to major holidays. When there is a need to do so, the LOSSAN Agency works closely with partner agencies to ensure clear and consistent communications are disseminated to all customers.



Seating Availability: The LOSSAN Agency will work with Amtrak on providing information to passengers during the booking process indicating how full a particular train is expected to be based on current reservations. This allows passengers to shift to a different unreserved train that is expected to be less crowded to avoid trains at peak capacity. Amtrak recently introduced this tool for reserved routes but has not yet extended it for unreserved services, like the Pacific Surfliner. The LOSSAN Agency plans to explore options for utilize the program or create something similar for the Pacific Surfliner, whether through historical ridership data or current reservations or both.

Service Disruptions: Improving communication with passengers during a planned or unplanned track closure or service disruption is an important tool that the LOSSAN Agency will continue to focus on during FY 2021-22. Service disruption updates are currently posted on the @PacSurfliners Twitter channel, which has resulted in positive customer feedback. The LOSSAN Agency will continue to work with Amtrak to mitigate impacts to customers during a service disruption through actions such as coordinating bus bridges and enhancing onboard service recovery procedures. The LOSSAN Agency will explore options to send follow-up correspondence to passengers after major delays to explain the cause of the delay and acknowledge the inconvenience they experienced using passenger data retained by Amtrak.

This continues to be a critical measure as the LOSSAN Agency continues to work on network integration and system enhancements.

Station Signage: LOSSAN Agency is coordinating corridor-wide improvements to ensure passenger information is located optimally per location for the benefit of all train riders. The project will identify both short- and long-term actions to upgrade and standardize wayfinding signage at all stations.

Train Status Information: Infrastructure improvements to provide better access to train status information are underway. Amtrak currently provides train status information through a number of channels, including announcements at staffed stations, electronic signs on station platforms, and online through the “train status” feature on Amtrak.com and the Amtrak mobile app. The LOSSAN Agency works with Amtrak to provide service alerts on the @PacSurfliners Twitter channel, which supplies more detailed information during service disruptions. The LOSSAN Agency continues to work to improve trip planning coordination with connecting transit and commuter rail operators.

Transit Transfer Program: The Pacific Surfliner Transit Transfer Program was implemented in 2016 and funded with a TIRCP grant. The Transit Transfer Program offers seamless connectivity to more than 11 local public transit services along the LOSSAN rail corridor. The LOSSAN Agency is working with local transit providers to continue marketing efforts for the program. The LOSSAN Agency intends to continue this program pending ongoing funding availability. The LOSSAN Agency is also exploring the feasibility of using Amtrak tickets to transfer to the Metro Rail system in Los Angeles in coordination with Metro and Metrolink.



Station Amenities

Station Improvements: Using previous studies and input from member agencies and station owners, the LOSSAN Agency prepared a CIP that includes a number of station related improvements that are candidates for minor capital program funds, as well as state and federal safety/security funds, SRA funds and future TIRCP funds. The CIP (as detailed in Chapter 5) prioritizes funding for station and platform improvements, including enhanced wayfinding signage at Pacific Surfliner stations, as well as safety and security upgrades.

Chapter 9: Equipment

The cars primarily used on the Pacific Surfliner were purchased by Amtrak and have been in service since 2000. Additional cars were purchased by the State of California in 2002 to supplement the Amtrak owned fleet by adding seating capacity and additional Pacific Surfliner service.

As a result of the COVID Pandemic, service has been temporarily reduced from 26 daily Pacific Surfliner trips using 10 train sets, to 12 daily Pacific Surfliner trips using 6 train sets. A typical train set consists of one locomotive and six passenger cars, including one business class car, one Superliner flex car for additional business class or coach seating, one Café car with coach seating, two coach cars, and one cab/baggage car with additional coach seating. This typical train set provides approximately 485 passenger seats. Additional passenger cars are added to accommodate anticipated increases in demand associated with holidays and special events.

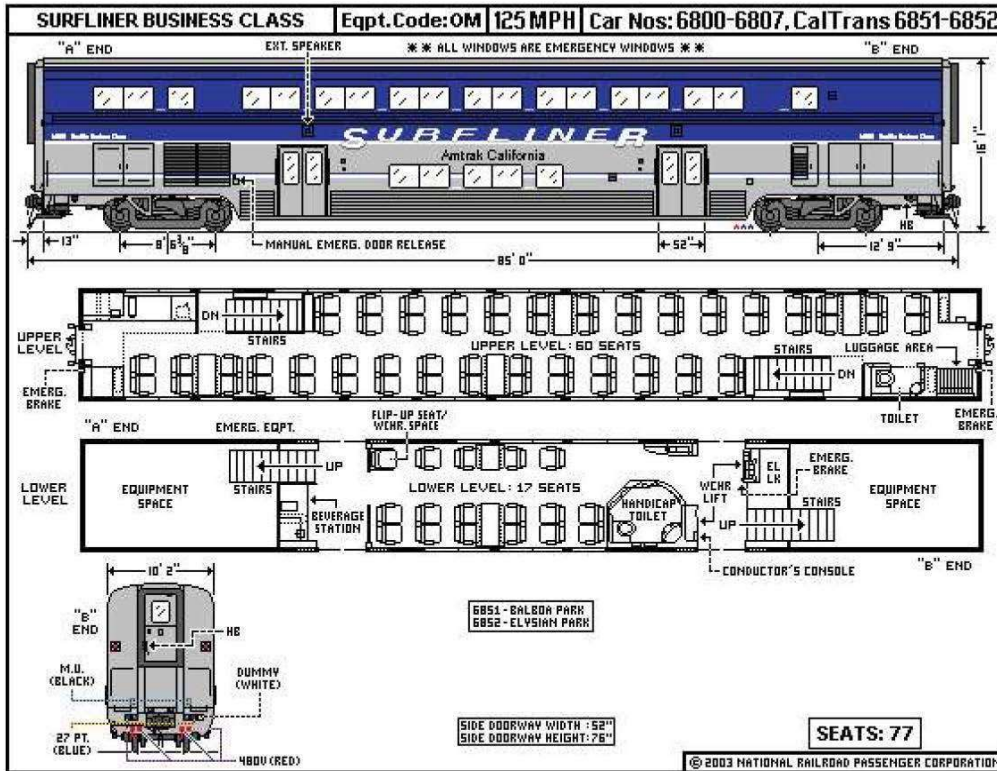
A description and schematic layout of the types of bi-level cars that are used most often in Pacific Surfliner service are provided in Table 9.1 and associated Exhibits.

Table 9.1: Pacific Surfliner Fleet Description

Type	Car Description	Seating Capacity ¹
Business Class	Reserved seating on upper and lower levels with dedicated attendant; complimentary at-seat snack and beverage service	74
Superliner Flex Business Class or Coach	Upper level used for business class or coach seating. Additional seating on the lower level that can also be used for business class or coach ADA	74 to 96
Superliner Café	Regular coach seating on upper level; booth seating and Café area with food and beverage service on lower level	70
Surfliner Café	Regular coach seating on upper level; booth seating and Café area with food and beverage service on lower level	83
Coach	Unreserved seating on upper level with limited seating for seniors/disabled on lower level	90 to 96
Surfliner Cab/Baggage	Unreserved seating on upper level and cab area for engineer to operate train; limited senior/disabled seating, bike rack accommodating seven bikes, and secured area for storage of checked baggage on lower level	76

¹ Some Superliner cars used as either the second business class car or coach have 96 seats.

Exhibit 9.1: Pacific Surfliner Business Class Car



Note: Business class cars have been reconfigured to add a lower level luggage rack and improved lower-level seating, resulting in a net reduction of five seats, for a total of 72.

Exhibit 9.2: Pacific Surfliner Café Car

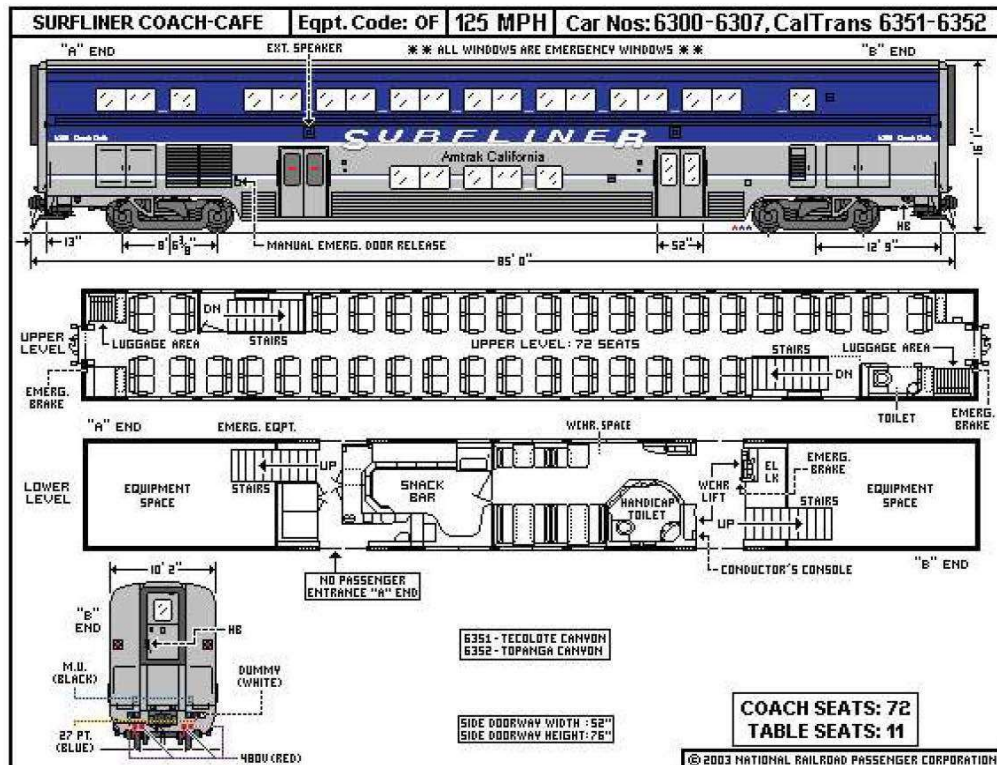


Exhibit 9.3: Pacific Surfliner Coach Car

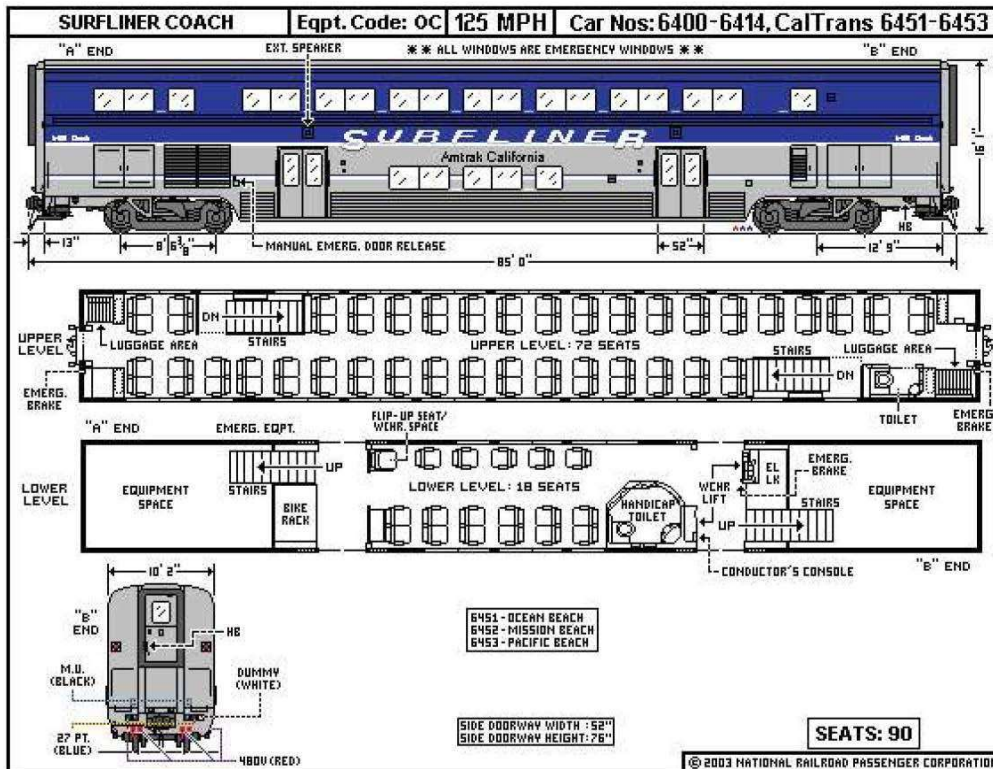


Exhibit 9.4: Pacific Surfliner Cab/Baggage Car

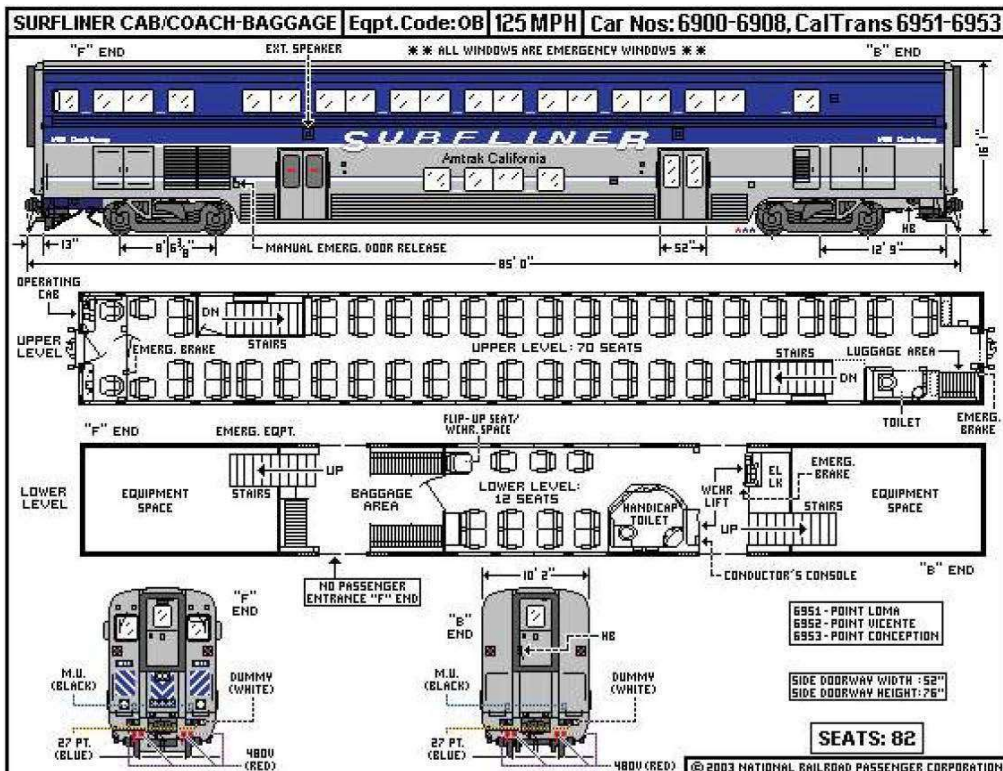
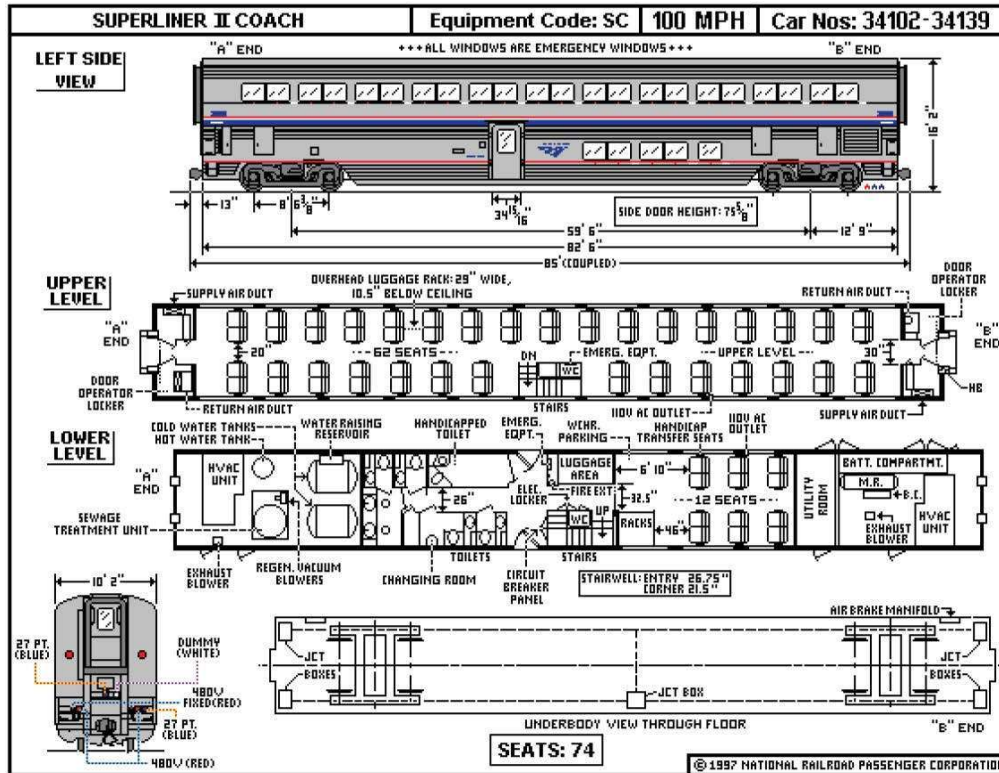


Exhibit 9.5: Pacific Surfliner Superliner Coach Car



The locomotives and passenger cars used to provide the Pacific Surfliner service have historically been primarily owned by Amtrak and leased by Caltrans DRMT for use on the service. The lease fees and capital equipment charges associated with the Amtrak-owned equipment are included in a separate agreement between Caltrans DRMT and Amtrak.

Included in the Pacific Surfliner fleet are 52 bi-level Surfliner passenger cars, 13 of which are owned by the State of California and the remaining 39 by Amtrak. In addition to the 52 Pacific Surfliner or California-branded bi-level cars, the State of California, through Caltrans DRMT, leases approximately (8) Eight Amtrak-owned bi-level Superliner coach cars, and one Superliner Sightseer Café car. These cars are typically used on Amtrak's long-distance trains but have been modified to run in "push-pull" operation and have also been equipped to support the Wi-Fi service offered on Pacific Surfliner trains. Six of these Superliner cars are regularly used on the Pacific Surfliner service as a flex car for additional business class or coach seating with the remaining three being used to rotate the six regular cars out for maintenance.

Beginning in 2018, Caltrans DRMT and the LOSSAN Agency started to phase



Siemens Charger Locomotive, Source: LOSSAN

out the older Amtrak-owned Electro-Motive F-59PHI locomotives that had provided power on the Pacific Surfliner service since 1998 and replace them with new 4,400 HP state-owned Siemens Charger SC-44 locomotives. Amtrak also routinely positions a spare “protect” locomotive in San Diego and Los Angeles that is available to assist in the event a train encounters a mechanical issue. A summary of the equipment currently used to provide daily Pacific Surfliner service, and its ownership, is provided in Table 9.2.

Table 9.2: Pacific Surfliner Equipment Breakdown for FY2020-21

	FY2020-21	
	<i>State-Owned</i>	<i>Leased from Amtrak</i>
Cab Car	3	8
Coach	6	15
Business Class	2	8
Café Car	2	8
Superliner Coach	0	8*
Superliner Sightseer Café Car	0	1
Total Rolling Stock	13	48
Siemens Charger SC-44	14	0
Total Locomotives	14	0

**Not all Amtrak leased Superliner equipment available for exclusive Pacific Surfliner use*

Source: Caltrans and Amtrak, 2020

Purchase and Overhaul of Equipment

As stated previously, approximately 85 percent of the bi-level passenger cars used on the Pacific Surfliner is owned by Amtrak. This makes it difficult at times to implement in an expeditious manner any improvements or overhaul programs to the passenger cars desired and expected of our passengers (such as upgrades to the Wi-Fi and installation of more current and informative passenger information systems). By comparison, the fleets used on the Capital Corridor and San Joaquins are more than 90 percent owned by the State of California already. The LOSSAN Agency, in coordination with Caltrans DRMT, is evaluating the possibility of purchasing the remaining 39 Surfliner bi-level cars and some of the Superliner bi-level cars currently owned by Amtrak and operated on the Pacific Surfliner. Purchasing the equipment, will allow for the cars being used on the Pacific Surfliner to better integrate into the statewide fleet management plan and allow for the sharing of resources more easily and efficiently with the other two state-supported corridors. In October and November 2019, the LOSSAN Agency procured a consultant to inspect the existing Pacific Surfliner fleet and prepare of a valuation report highlighting the potential sale value of the cars for further consideration.

New Equipment

Caltrans DRMT, along with the Illinois Department of Transportation, received federal funds through the High-Speed Intercity and Passenger Rail competitive grant program to procure new rolling stock for California's three state-supported intercity rail services. In December 2011, the California Transportation Commission approved the allocation of \$42 million of Prop 1B funds as a local match to \$168 million in federal funds for both railcars and locomotives. In November 2012, Caltrans DRMT awarded a \$352 million contract to Sumitomo Corporation of America to build new railcars that meet the federal standards required of the Next Generation Equipment Committee. Design and testing issues led to delays in the production of the new railcars, and ultimately the transfer of the railcar contract from Sumitomo Corporation to Siemens. In November 2017, Caltrans DRMT awarded a contract to Siemens through Sumitomo Corporation to manufacture a total of 137 single-level passenger railcars with 49 for use in California, with delivery expected to begin in early 2021. These railcars meet Buy America provisions and are being manufactured in Sacramento and will be operated on the San Joaquins route, freeing up the existing bi-level passenger car equipment used on the San Joaquins for use to expand service on the Capitol Corridor and Pacific Surfliner routes. The LOSSAN Agency is currently working with Caltrans DRMT, the CCJPA and SJJPA to finalize a fleet deployment plan to be implemented once the new cars begin arriving.

Equipment Maintenance

The primary maintenance facility for all Pacific Surfliner rolling stock is currently Amtrak's Redondo Locomotive Maintenance Facility located adjacent to the LOSSAN rail corridor near downtown Los Angeles. This facility includes locomotive and vehicle repair shops that perform safety inspections, servicing, and maintenance of all Amtrak locomotives and rolling stock. Amtrak utilizes a smaller servicing facility in Goleta and San Luis Obispo for fueling, cleaning, and overnight train inspections. In San Diego, these services are performed at the Santa Fe Depot. While in San Luis Obispo, the Pacific Surfliner trainset is stored on a designated layover track adjacent to a UPRR locomotive servicing track and across from the San Luis Obispo station. The Los Angeles maintenance facility is owned by Amtrak, while the San Diego, Goleta and San Luis Obispo facilities are through long-term lease agreements with the right-of-way owners.

Expansion of the facilities in San Diego, Goleta and San Luis Obispo is currently under the planning or design phase. The expansion or relocation of these facilities is necessary to support additional service growth on the Pacific Surfliner and allow for a more flexible and robust maintenance program that does not require all trainsets to rotate into the Redondo Locomotive Maintenance Facility once every four days, which limits the flexibility of how the existing equipment can be utilized.

Amtrak staff is responsible for all maintenance activities related to the Pacific Surfliner service as part of the annual operating agreement with the LOSSAN Agency. The LOSSAN Agency is responsible for administration and maintenance supervision of the Pacific Surfliner fleet, particularly the 13 state-owned railcars and 14 Siemens Charger Locomotives. This relationship is further defined in the Equipment Lease Agreement between Caltrans DRMT and the LOSSAN Agency, which is included as an appendix to the ITA. The LOSSAN Agency is also responsible for ensuring the Pacific Surfliner fleet is operated and maintained to the high

standards of reliability, cleanliness, and safety set by Amtrak and the state on a day-to-day basis. LOSSAN Agency staff have been participating in weekly meetings with Amtrak, Caltrans DRMT and the other JPA's on improving the overall performance and availability of the fleet, as well as being engaged in quarterly meetings that are working to update the statewide fleet management plan. The LOSSAN Agency will continue to work closely with Caltrans DRMT and Amtrak into FY 2021-22 to refine the maintenance and operations programs to improve the reliability, safety, and the cost-effectiveness of the fleet.

Caltrans DRMT is responsible for overseeing wreck repair and also participating in the oversight of modifications to state-owned equipment. Additionally, Caltrans DRMT is responsible for statewide fleet planning and deployment of equipment between the three state-supported intercity rail corridors (Pacific Surfliner, Capitol Corridor, San Joaquins) in consultation with each agency.

Amtrak Thruway Bus Service

Amtrak contracts with private bus companies to provide the state-funded Amtrak Thruway bus service connecting to the Pacific Surfliner route, and the private bus operators provide the vehicles used in the service, which must comply with Amtrak requirements, including Wi-Fi accessibility, electronic destination signs, a restroom, and power outlets.

Chapter 10: Marketing

The LOSSAN Agency's efforts to create awareness and generate interest in the Pacific Surfliner service include a broad range of marketing activities from communicating critical rider information to launching new service promotions. The focus of the FY 2021-22 and FY 2022-23 marketing plan is to support key priorities outlined in the Business Plan, as well as engage in the marketing activities below.

In 2020, strategic marketing and communications activities were adapted to align with reduced service levels and promote public informational messages related to health and safety in response to the COVID-19 pandemic. The LOSSAN Agency paused traditional marketing efforts and limited all paid advertising, achieving significant cost savings. The resulting \$1.2 million in cost savings carried over into FY 2020-21 funded marketing efforts, which reduced the subsidy needed from the State.

As conditions continue to evolve and travel demand rebounds, promotional marketing efforts are anticipated to resume with "travel allowed" service messages evolving into "travel encouraged" campaigns designed to build confidence in the Pacific Surfliner service and ultimately drive customers to PacificSurfliner.com and various Amtrak points of sale to purchase tickets and support ridership and revenue objectives. Remaining agile and continuing to effectively address evolving public health concerns, various service scenarios, and public sensitivities will be critical to recovering ridership in the years following the pandemic.

FY 2021-22 and FY 2022-23 Marketing Plan

COVID-19 Recovery: Phased Approach to Recovery



In March 2020, LOSSAN staff responded to the COVID-19 crisis by shifting strategies and tactics from promoting ridership and investing in advertising campaigns to executing crisis communications and public information campaigns. In anticipation of service reentry and recovery, a phased approach to marketing and communications has been developed related to various travel demand and service level scenarios. The initial phase aligned with crisis response during statewide travel restrictions in spring 2020. Phase 2 followed in the summer as stay-at-home orders were lifted and conditions evolved with some segments of the public returning to work along with the reopening of various businesses. The final phase focuses on a return to promoting ridership when travel demand and economic activity increases, aligning with Pacific Surfliner planned service restoration to 80 percent of FY 2019-20 train miles in FY 2021-22 (10 daily round trips), and 100 percent in FY

2022-23 (13 daily round trips). Personal safety and comfort while traveling will remain top priorities for travelers, making it critical to build consumer confidence in the Pacific Surfliner brand as well as establish a strategic foundation for restoring ridership in the future.

Promotional marketing plans will be designed to align with adjusted service levels, public health conditions, and operating funding levels approved by the State. By providing intercity rail service along the LOSSAN corridor, the Pacific Surfliner is poised to play a critical role in bringing communities together and supporting economic recovery. Staff will continue to collaborate with regional partners on business and tourism recovery efforts, while leveraging a strong network of partners along the rail corridor to advance shared recovery goals. This includes collaborating on an umbrella brand for California's integrated rail network to optimize statewide visibility while also providing support for ongoing statewide integration efforts (e.g. schedules, infrastructure, ticketing).

Brand Building and Driving Awareness

Advertising campaigns

Campaigns are designed to boost engagement with the Pacific Surfliner brand. General advertising along the corridor is necessary to generate a high number of impressions and create interest in and awareness of the Pacific Surfliner service while highlighting key selling points, such as scenic views, stress-free travel, enhanced health and safety protocols, and comfort and convenience of onboard amenities. Paid advertising also supports informational campaigns that are developed and implemented to adapt to evolving service levels, public health concerns, travel demand, and public sensitivities. Advertising efforts have been largely reduced or suspended since the initial stages of the pandemic, aligning with decreased travel demand and stay-at-home orders as well as reduced budgets. Advertising inventory and demand are routinely assessed to determine opportunities to incrementally increase the advertising spend and identify the impact of reduced budgets. As health conditions improve and service levels are restored, advertising will play a critical role in reestablishing interest in train travel and recapturing lost ridership and revenue.



Other advertising efforts include billboards in prime locations (along high-traffic roads/freeways) and professional, high-quality videos and digital content that are informative, inspirational, and keep the Pacific Surfliner brand top of mind. It's important to keep our customers engaged and aware of our efforts to provide a safe and reliable public transportation service.

Direct marketing

As service levels are restored, staff will plan and implement short- and long-term integrated campaigns to increase market share and drive customers to Amtrak points of sale. Regular reporting and data analysis will provide opportunities to refine campaigns to maximize return on

marketing investments. This will include a robust marketing effort to support the restoration of service, as well as any other improvements that are implemented to help rebuild ridership.

Field marketing

The field marketing engagement program is designed to build awareness of the Pacific Surfliner service while developing and strengthening relationships with local communities. The program includes investments in sponsorships, memberships, and advertising programs that are coordinated through strategic partnerships with convention and visitors' bureaus, collegiate and professional sports franchises, live event promoters, and local event producers. As health conditions improve and service is restored and it will be key for the LOSSAN Agency to continue working with the community to support economic activity along the corridor to connect Southern California for business and tourism.



Public relations

The LOSSAN Agency will develop and implement targeted public relations campaigns to generate featured stories and related publicity to boost awareness of the Pacific Surfliner service while enhancing the brand's credibility. Public relations announcements also generate buzz around promotions and special offers that are geared towards increasing ridership. Media is also leveraged to communicate important milestones for capital improvement projects across the LOSSAN corridor that will enhance passenger rail services. In addition, the LOSSAN Agency shares rail safety messages via public relations announcements and social media to highlight the importance of safety around train tracks and promote public education efforts in collaboration with California Operation Lifesaver (CAOL). Successful public relations campaigns will also help support service announcements as we work with media to highlight continuous efforts to provide a safe form of public transportation and restore operations.

New Customer Acquisition

PacificSurfliner.com website

The PacificSurfliner.com website continues to provide an online destination for users to discover, plan, and book trips by train. The main purpose of the website is to capture traffic and drive users to Amtrak points of sale for ticketing. Many of the bookings on PacificSurfliner.com are assumed to be from new or latent riders, as frequent passengers tend to book directly through Amtrak.com or the Amtrak mobile app. This illustrates that the LOSSAN Agency's marketing efforts are crucial to not only maintain current customers, but also to reach new and distinct markets that present opportunities to grow ridership and revenue. New passengers on the Pacific Surfliner can then be turned into return customers by Amtrak through its national sales and promotional efforts, retargeting activities using transactional data, and loyalty incentives like Amtrak Guest Rewards

that drive customers back to Amtrak points of sale for future trips. The LOSSAN Agency will continue efforts to enhance the online experience by implementing website features designed to increase user engagement and booking transactions. The PacificSurfliner.com website is also valuable as it provides localized information that is not readily available on Amtrak.com. For instance, it includes critical Pacific Surfliner service updates, route-specific content, and resources to aid trip planning.

Digital marketing

The LOSSAN Agency drives qualified traffic to the Pacific Surfliner website consistently throughout the year through marketing strategies focused on keeping the Pacific Surfliner top of mind, while continuing to drive sales referrals to Amtrak.com for ticketing. A mix of digital marketing channels are leveraged to grow awareness, drive website traffic, build community engagement, and increase bookings. Social media is used to communicate service information, inspire travel, strengthen brand enthusiasm, and engage with new and potential riders. Blog articles hosted on the Pacific Surfliner website entertain and inform travelers through trip ideas, insider tips, and behind the scenes content. Advertising serves multiple purposes, including generating broad awareness among Southern California residents, elevating relevant and timely content to highly targeted audiences, and encouraging bookings among prospective travelers. Across all channels, offers such as year-round savings with California Everyday Discounts are promoted to encourage travel to popular destinations and events along the route, resulting in even more online visibility, earned media, and referral traffic for Pacific Surfliner bookings. Efforts are focused on highly efficient digital targeting strategies to reach customers effectively and prioritize travel intenders and customers with an affinity for train travel.

Destination marketing



As service is restored and travel restrictions are lifted once health conditions improve, the LOSSAN Agency will continue to expand its destination-based marketing efforts to promote the service among consumers in market to travel to key destinations along the LOSSAN rail corridor. Building and cultivating partnerships along the Pacific Surfliner route encourages more California residents and visitors to take the train.

Participating in cross-promotional opportunities with strategic partners helps to decrease advertising costs and provides added value for Pacific Surfliner customers. Staff will also work with tourism partners to assess customer sentiment and willingness to travel in the wake of COVID-19, which is key to reaching audiences effectively.

Customer Retention

Passenger communications

The LOSSAN Agency continues to expand and improve access to service updates through the Pacific Surfliner website and Twitter account for passengers in transit and during trip planning. Relaying timely information and engaging in active social media monitoring and response helps enhance customer satisfaction. It is also critical in the event of major disruptions to help alleviate customer frustration and manage consumer expectations. Enhanced collaboration with Amtrak will continue to strengthen passenger communications at key touch points before, during, and after a trip.



Signage enhancements have been implemented on board and in stations to improve customer experience and promote consistent branding. These efforts will be maintained and expanded as service levels are restored, including:

- Rebranding of the onboard café, now known as the Pacific Surfliner Market Café
- Safety and cleaning measures: new product labeling (e.g. hand sanitizers, antibacterial wipes) and temporarily unavailable services (e.g. closed seating, business class self-serve areas)
- Informational signage to communicate important, time-sensitive messages to passengers on board and at the stations (e.g. track closures, holiday reservation schedules)
- Replacing old/damaged directional signage on board and in stations

Email marketing

The LOSSAN Agency has introduced a monthly email newsletter for stakeholders and partners that provides updates on efforts to improve passenger rail ridership, revenue, on-time performance, operational flexibility, and safety along the corridor. As a next phase, the email program will be expanded to include frequent communications to individuals who have indicated an interest in the Pacific Surfliner. This customer-facing element of the program will act as an additional touchpoint for communicating service updates, offers and promotions, as well as new and upcoming events, to current and potential riders. This will further drive website traffic, social media engagement and ticket bookings.

Measure and Optimize

Generating sales referrals to Amtrak.com

One of the key metrics that the LOSSAN Agency uses to help measure the impact of marketing activities on ridership and revenue is Amtrak referral sales reports. These reports track the

number of visits to PacificSurfliner.com that ultimately result in successful bookings on Amtrak.com. The LOSSAN Agency uses a combination of broad reach and targeted marketing efforts to ensure that high quality sales leads are directed to PacificSurfliner.com. Additionally, regular enhancements to the website are deployed to improve its usability and efficiency in generating high quality referrals.

Metrics and milestones

As the LOSSAN Agency further develops its marketing program, it is prudent to invest in expanded activities once staff has sufficient insight into which efforts are most productive and are able to take action on efforts that need to be refined. In addition to campaign monitoring and reporting, LOSSAN Agency staff will continue to develop analytics to demonstrate return on investment, provide audience insight and help inform future marketing activities. LOSSAN Agency staff will also continue to work with Amtrak to improve reporting in order to better reconcile marketing efforts with Amtrak sales data, and gain insight to optimize future marketing strategies. Staff will continue to build on learnings and to monitor and adjust accordingly as new post-pandemic trends emerge.



Chapter 11: Annual Funding and Separation of Funding

The annual funding process for the three state-supported intercity passenger rail corridors begins with the Caltrans DRMT initial request for funding in the State's FY budget. Once the State's budget is approved and funds have been included for the service, CalSTA is responsible for allocating the funds to each of the three intercity passenger rail corridors through the approval of the annual business plans. Simultaneously with this process, the LOSSAN Agency negotiates with Amtrak regarding the operating and maintenance contract, which is managed on a FFY basis (October – September). The current Amtrak agreement was executed on an annual basis (covering FFY 2019-20) and is operating under a continuation clause to ensure continued and seamless operations while a new FFY2020-21 agreement is being negotiated.

Annually, the LOSSAN Agency will provide a proposed budget for the continued administration, marketing, and operations of the Pacific Surfliner to the LOSSAN Board for review and approval. Consistent with this budget, a funding request will be included in the annual business plan for submittal to the Secretary of CalSTA by April 1 of each year. The LOSSAN Agency will submit the annual business plan including a draft funding request by April 1, 2021, and will submit an updated funding request by June 30, 2021, based on final operating revenue and expense estimates provided by Amtrak.

State funding for operations of all three intercity rail corridors is provided through the Public Transportation Account, which is funded primarily through the state sales tax on diesel fuel.

FFY 2021-22 and FFY 2022-23 Operating Funding Request

The total net State funding request for FY 2021-22 is proposed at \$39,022,927 which includes the net operating subsidy as well as administrative and marketing funding. Total projected net Amtrak operating subsidy is \$31,699,200, which assumes operating service levels at 80% of full-service levels (pre-COVID levels). When the trains providing peak-period service from Ventura to Santa Barbara are restored, it is assumed that the costs associated with this specific service will be again be offset by a 50 percent cost share provided by SBCAG as was previously done prior to the current service reductions. A current estimate is included for this cost share, dependent upon actual service restoration. Total Amtrak operating costs are estimated using 80% of the average actuals for the 17 months prior to March 2020 (start of COVID-19 period). Total projected fare revenue is estimated using 80% of the average actuals for the 17 months prior to March 2020 (start of COVID-19 period).

The total net State operating funding request includes \$50,000 for transit connectivity and integration, which includes estimates for the continuation of the Transit Transfer Program (\$30,000) and emergency bus bridge service with NCTD and OCTA (\$10,000 each).

The business plan assumes that Caltrans DRMT will continue to have a separate agreement with Amtrak to directly fund equipment capital charges for Amtrak-owned railcars and locomotives used on the three state-supported rail corridors. Therefore, equipment capital charges are not included in the operating agreement between Amtrak and the LOSSAN Agency. Additional supplemental funding is requested for minor projects at \$500,000, consistent with prior year requests.

FY 2021-22 and FY 2022-23 Administrative and Marketing Funding Request

In addition to the contract costs with Amtrak for the operations and maintenance of equipment for the Pacific Surfliner service, there is an administrative component that is filled by OCTA as the LOSSAN managing agency. The LOSSAN Agency utilizes a small number of key staff positions supported by OCTA staff on an as-needed basis. This way, the LOSSAN Agency and the state receive maximum benefit for the lowest possible cost and are required to only fund the services and support actually used and needed for the administration of the Pacific Surfliner service.

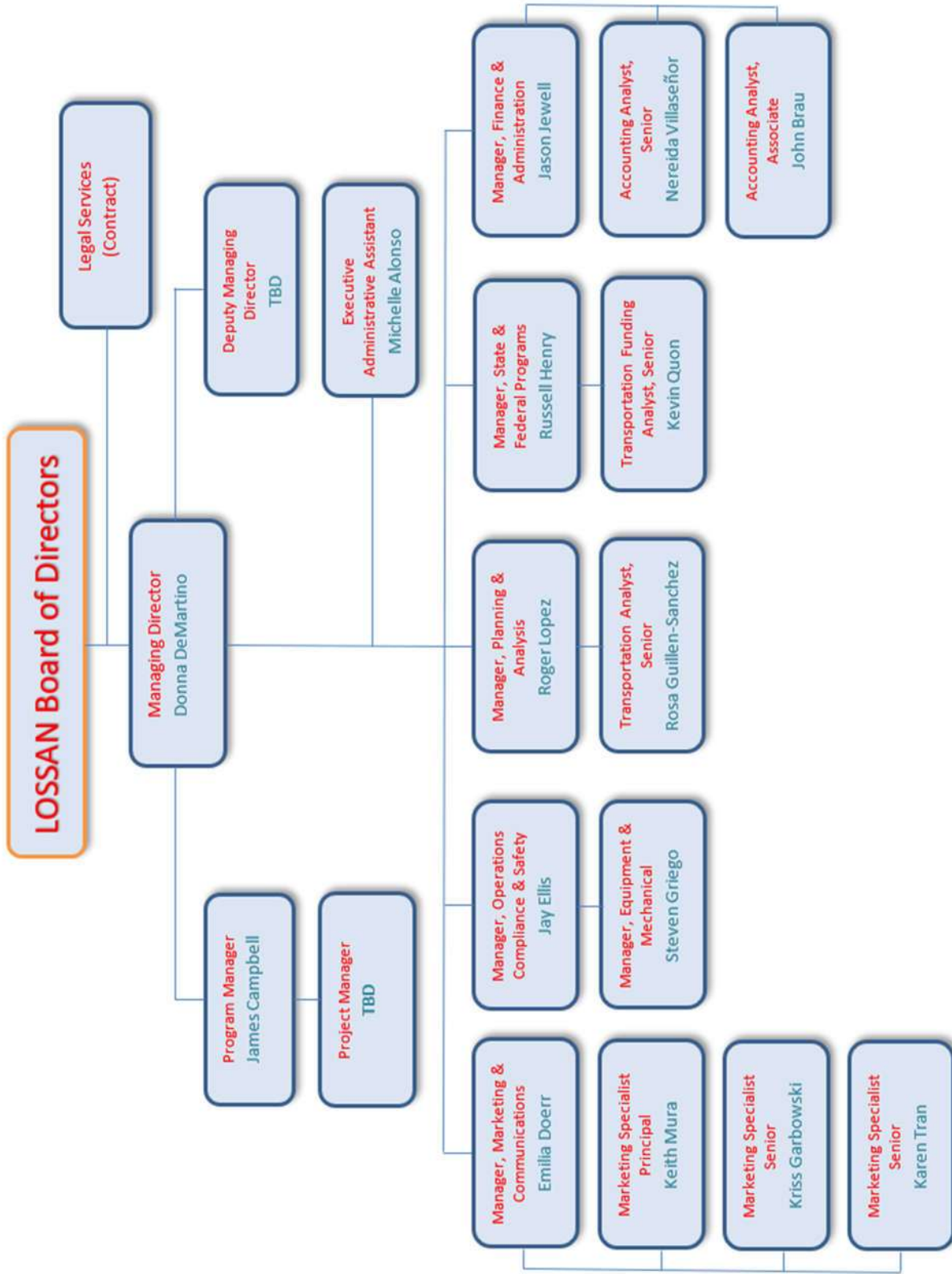
OCTA continues to provide a host of services through the support function including:

- Audit
- Contracting and Procurement
- Financial Management and Budget
- General Administrative Services
- Human Resources
- Legal
- Legislative Advocacy and Government Relations
- Marketing
- Operations
- Planning
- Risk Management
- Stakeholder Outreach

The FY 2021-22 administrative funding is proposed at \$6,615,547. Included in this amount is \$5,633,247 for managing agency administrative salaries at fully burdened rates. This includes staffing of 18 full-time positions. This amount assumes the managing agency overhead at the current rate, which is calculated on an annual basis based on prior fiscal year actuals. The administrative budget currently assumes no administrative employee performance-based salary increases consistent with OCTA's FY 2020-21 budget and personnel and salary resolution. This assumption may change during OCTA's FY 2021-22 budget development process. The LOSSAN Agency anticipates grant funding reimbursements will be used to offset direct administrative staff costs and other administrative costs associated with grant related projects. The LOSSAN Agency proposes that any grant funding reimbursements that reduce the use of administrative funds will be reconciled on a bi-annual basis and will reduce the next scheduled administrative funds payment to the LOSSAN Agency.

The dedicated staff positions necessary to support the LOSSAN Agency are included in the organizational chart in Figure 11.1 on the following page.

Figure 11.1: LOSSAN Rail Corridor Agency Organization Chart



Shared services provided by OCTA include: Contracts & Procurement, Human Resources, State & Federal Programming, Clerk of the Board, Risk Management, Information Technology, Government Relations, Audit and Finance.

The FY 2021-22 proposed administrative funding request for legal, travel, insurance, memberships dues and banking fees is \$173,500, while the proposed funding level for professional services is \$808,800. This amount includes \$775,000 to fund consulting services for planning, engineering, modeling, project and construction management. It also includes \$33,800 for audit and insurance brokerage services.

The FY 2021-22 marketing funding request is proposed at \$1,600,000, consistent with the operating service assumption of 80% of pre-COVID levels.

The LOSSAN Agency's funding request for net Amtrak operating costs and administrative and marketing funding for FY 2021-22 and FY 2022-23 are detailed in Table 11.2. Line item detail on the administrative funding request for FY 2021-22 and FY 2022-23 are detailed in Table 11.3 on the next page.

Table 11.2: LOSSAN Rail Corridor Agency Net Operating, Administrative & Marketing State Funding Requests: FY 2020-21 Approved, FY 2021-22 and FY 2022-23 Proposed

	FY 2020-21 Approved Funding	FY 2021-22 Proposed Funding	FY 2022-23 Proposed Funding
Amtrak Operating			
Total Amtrak Operating Costs	\$ -	\$ 98,899,200	\$ 98,899,200
Total Amtrak Operating Revenue	\$ -	\$ (67,200,000)	\$ (67,200,000)
Net Amtrak Operating Costs (Expenses less Revenues)	\$ -	\$ 31,699,200	\$ 31,699,200
LOSSAN Funding Requirement			
Net Amtrak Operating Costs ¹	\$ 9,959,039	\$ 31,699,200	\$ 31,699,200
Less Cost Sharing Revenue Retimed Trains ²	\$ -	\$ (941,820)	\$ (1,177,275)
Transit Connectivity and Integration	\$ -	\$ 50,000	\$ 50,000
LOSSAN Net Operating Funding Request	\$ 9,959,039	\$ 30,807,380	\$ 30,571,925
Administrative Funding Request	\$ 5,967,455	\$ 6,615,547	\$ 7,008,574
Marketing Funding Request	\$ 1,240,390	\$ 1,600,000	\$ 2,000,000
Total LOSSAN Funding Request	\$ 17,166,884	\$ 39,022,927	\$ 39,580,499
Supplemental Allocations			
Minor Projects Funding Request	\$ -	\$ 500,000	\$ 500,000

¹ Fiscal year 2020-21 Net Amtrak Operating Funding approved by the State is the estimated amount to cover October 2020 through January 2021.

² Dependent on service restoration priorities

Additional funding will be provided by the State during Fiscal year 2020-21 as necessary and available.

Table 11.3: LOSSAN Rail Corridor Agency Administrative Funding Request Detail: FY 2020-21 Approved, FY 2021-22 and FY 2022-23 Proposed

LOSSAN Rail Corridor Agency Administrative Funding Request Detail (FY 2020-21 Approved, FY 2021-22 Proposed, FY 2022-23 Proposed)			
Expense Category	FY 2020-21 Approved Funding	FY 2021-22 Proposed Funding	FY 2022-23 Proposed Funding
Administrative Fees to Managing Agency	\$ 5,384,517	\$ 5,633,247	\$ 6,027,574
Less Estimated Grant Reimbursements - Staff	\$ (383,695)	\$ -	\$ -
Professional Services - Legal	\$ 50,000	\$ 52,000	\$ 52,000
Professional Services - On Call Program Management	\$ 766,200	\$ 775,000	\$ 775,000
Professional Services - Audit	\$ 23,800	\$ 23,800	\$ 25,000
Professional Services - Insurance Brokerage	\$ 10,000	\$ 10,000	\$ 10,000
Insurance Premiums	\$ 70,000	\$ 55,000	\$ 55,000
Dues and Memberships	\$ 5,000	\$ 5,000	\$ 5,000
Banking Fees	\$ 1,500	\$ 1,500	\$ 1,500
Travel	\$ 52,000	\$ 60,000	\$ 57,500
Less Estimated Grant Reimbursements - Travel	\$ (11,867)	\$ -	\$ -
Total LOSSAN Funding Request	\$ 5,967,455	\$ 6,615,547	\$ 7,008,574

Grant Programs

Separate from the FY 2021-22 State funding request, grant revenues and expenses are included in the LOSSAN Agency FY 2021-22 annual budget for various operational programs and capital projects. In FY 2014-15, CalSTA awarded the LOSSAN Agency \$1.7 million in Transit and Intercity Rail Capital Program (TIRCP) grant funds to support the Pacific Surfliner Transit Transfer Program, which allows Pacific Surfliner passengers to travel more seamlessly to connecting public transit services along the entire Pacific Surfliner route. The LOSSAN Agency began the Pacific Surfliner Transit Transfer Program in the fourth quarter of FY 2015-16 and has been informed that the current funding will allow for expenditures up through June 30, 2021. The LOSSAN Agency proposes continuing the program through FY 2021-22 and FY 2022-23 with the use of state operating funds.

The LOSSAN Agency was also awarded TIRCP funding that will be utilized for capitalized track maintenance and incentives programs with North County Transit District (NCTD) and Union Pacific Railroad (UPRR). For FY 2021-22 and FY 2022-23, the amounts budgeted for the program with NCTD are \$3.4 million and \$3.6 million, respectively. An agreement for capital improvements, access and incentives is currently being negotiated with UPRR. These agreements will allow for financial incentives to the host railroads for improved On-Time Performance (OTP).

The LOSSAN Agency has been awarded two rounds of State Rail Assistance (SRA) formula and competitive funds that will be used for both operational and capital improvements along the corridor. On December 6, 2017, the LOSSAN Agency Board approved projects for the initial distribution and directed staff to coordinate with the LOSSAN Agency Technical Advisory Committee (TAC) to develop a program of projects for future funding. This prioritized program of projects was presented to and approved by the LOSSAN Agency Board on January 19, 2019.

Due to the COVID-19 pandemic, a new program of projects was approved by the Board on June 15, 2020, which programs the remaining first round of funding. This first round of funding totaled \$13.9 million in formula funding and \$719 thousand in competitive funding.

A program of projects for the second round of formula funding was approved by the LOSSAN Board on November 16, 2020. This earmarked the expected five years of funding totaling \$29.8 million to four projects that are expected to greatly benefit the entire corridor. For FY 2021-22, the LOSSAN Agency is budgeting for the receipt of \$5.8 million in funding, with the related project expenses to follow in subsequent fiscal years.

The FY 2021-22 budget for grant funded projects includes \$1.2 million in STIP revenues and expenses for the project approval and environmental documentation for the expansion of the San Luis Obispo Central Coast Layover Facility. The budget also includes \$500 thousand for design of the Central Coast Layover. Construction of the facility is expected to begin in late FY 2022-23 or early FY 2023-24.

Progress will continue on projects identified in the UPPR Passenger Service Enhancement and Infrastructure Improvements agreement. The FY 2021-22 budget will include approximately \$50.6 million to complete several projects in the agreement, which include the powering of passing sidings, rail and tie replacements, corridor hardening improvements, safety improvements, and bridge replacement projects. Also included in the FY 2021-22 budget for grant funded projects is \$9.7 million in TIRCP funding for Goleta Layover Facility expansion construction and \$6.9 million for station improvements at the Camarillo Station in Ventura County.

The site evaluation process for the San Diego County Layover and Maintenance Facility is complete. The FY 2021-22 budget includes \$1.8 million in TIRCP funding for the preliminary engineering and environmental stage of the project, which should be finished in FY 2022-23. Construction of the initial stage of this project is expected to be completed in FY 2024-25.

Budget amendments will be brought to the LOSSAN Agency Board relating to grant funded projects as necessary depending on the timing of projects and the identification of new funding opportunities.

Separation of Funding

To ensure state funding for the Pacific Surfliner service is kept separate from funding for OCTA projects and programs, a separation of funding has been established within the LOSSAN managing agency. The funding received from the state is managed through the treasurer and controller of OCTA, as the managing agency. The JPA specifically calls for the treasurer to be the depository of funds and to have custody of all funds of the LOSSAN Agency. The LOSSAN Agency follows OCTA-established policies and procedures that fully comply with the generally accepted accounting principles. The LOSSAN Agency utilizes OCTA's existing accounting system, which is built on a robust platform, and has established a completely segregated accounting system for LOSSAN Agency-related business. This system and established policies/procedures, overseen by the treasurer and controller, as well as the LOSSAN Manager of Finance and Administration, will ensure the preservation of the state's

investment and a completely accurate accounting for administration of the Pacific Surfliner service, as well as provide for an accurate and timely reconciliation and return of any surplus funds.

Chapter 12: Government Relations and Legislative Advocacy

One of the benefits gained through local governance of the Pacific Surfliner service by the LOSSAN Agency is added flexibility in advocating for policies at the state and federal level to improve rail operations, increase funding for operations and capital needs, and allow better coordination and interoperability with connecting transit and rail services. In addition, the LOSSAN Agency can conduct targeted outreach to local governments and community organizations to help expand awareness of the services provided on the LOSSAN rail corridor and more directly respond to local needs. The LOSSAN Agency will work to take full advantage of both dynamics in responding to the COVID-19 pandemic and rebuilding ridership once the pandemic subsides.

The key to successful advocacy is the ability to partner with stakeholders to jointly advocate for mutually beneficial policies. The LOSSAN Agency has worked closely with the California Intercity Passenger Rail Leadership Coalition, consisting of the LOSSAN Agency, CCJPA, SJJPA, the CRCC, and RCTC, to jointly advocate for common policy positions, a commitment that the LOSSAN Agency will look to build upon in these difficult times.

The LOSSAN Agency will, as practical, attempt to participate in advocacy trips, either virtual or in-person, to Sacramento and Washington, D.C. to attend any select committees formed to discuss passenger rail issues and also participate in the State's and Amtrak Intercity Passenger Rail groups. The LOSSAN Agency and Board members will continue participating in meetings with key legislators representing the LOSSAN rail corridor delegation and Administration officials, allowing for the specific objectives of the LOSSAN Agency to be discussed in detail. These meetings are vital to generating a greater understanding of policy impacts on intercity rail and the need for greater recognition of the importance of the LOSSAN rail corridor in the overall Amtrak system.

The annual legislative program adopted by the LOSSAN Agency Board provides overall guidance to LOSSAN Agency advocacy activities, and staff will continue to provide regular legislative updates and bill analyses to the LOSSAN Agency Board consistent with that program. In reviewing these items, the LOSSAN Agency Board then provides direction on how the LOSSAN Agency is to participate in policy discussions with other stakeholders, and potentially offer testimony as relevant policy discussions take place at the Legislature.

From both a national and state perspective, the LOSSAN rail corridor is underinvested, but could greatly enhance mobility in Southern California with additional funding for capital and operational improvements. Efforts will be made to pursue resources for these improvements as Congress continues its efforts to enact surface transportation reauthorization legislation when the Fixing America's Surface Transportation (FAST) Act expires on September 30, 2021. Specifically, the LOSSAN Agency will work on influencing the federal passenger rail title that provides additional funding and financing opportunities for passenger rail programs. In addition, the LOSSAN Agency will work to maximize funding available to benefit the LOSSAN rail corridor in any potential federal infrastructure package and through the continued implementation of California's transportation funding package, SB 1 (Chapter 5, Statutes of 2017). All of these efforts will be overlaid by COVID-19 relief discussions, which the LOSSAN Agency will actively track and, as necessary, participate in.

Staff will continue to provide quarterly legislative updates to the LOSSAN Agency Board on policy and regulatory issues of importance, including those related to COVID-19 relief, state budget, the FAST Act, and other federal funding or financing opportunities, and intercity rail policy matters. It is anticipated that the LOSSAN Agency will be focused on numerous policy issues at the state, federal, and local levels, including:

- Supporting short- and long-term COVID-19 recovery efforts.
- Supporting efforts to pursue a stable, recurring source of intercity rail operations and capital funding for LOSSAN Agency-priority projects.
- Supporting efforts to apply for the use of cap-and-trade and SB 1 funding for LOSSAN Agency-priority projects, advocating for intercity rail as an eligible recipient, flexibility in revenue use and a streamlined allocation process.
- Supporting efforts to streamline and enhance transit services that provide for first- and last-mile connections to intercity and high-speed rail passenger rail services and stations.
- Continuing to advocate and educate officials in Sacramento and Washington, D.C. regarding the LOSSAN rail corridor and Pacific Surfliner service.

The 2021 LOSSAN Legislative Program provides further detail on the LOSSAN Agency's legislative priorities, and includes four top priorities for 2021:

- Maximize the share of long-term, sustainable funding sources to support passenger rail operations and capital projects in the LOSSAN rail corridor, including funds made available by the federal rail title and ensuring eligibility for the LOSSAN Agency to compete for state funding, such as funding through SB1 and the cap-and-trade program.
- Support funding and policy flexibilities that facilitate the LOSSAN Agency's ability to provide intercity rail service during the COVID-19 pandemic and also encourage ridership post-pandemic.
- Support efforts to further enhance connectivity of regional rail and local transit services within the LOSSAN rail corridor.
- Continue to study and advance infrastructure and service improvement projects/programs.

At the local level, staff will continue to work with LOSSAN member agencies and local stakeholders to build awareness of passenger rail services along the LOSSAN rail corridor, developing strategic partnerships to better evolve the services to meet local needs. Regular communication and outreach on service improvements and priority projects will foster a better understanding of issues faced along the LOSSAN rail corridor. Increased awareness of these services by local officials can then be leveraged to support consensus-based operational improvements and policy activities.

In addition to the specific priorities identified by the LOSSAN Agency Board, the LOSSAN Agency will continue to monitor policies impacting Amtrak service, including the development of the California HSR project, and commuter rail services in the LOSSAN rail corridor. The need for cohesive policies to allow for integration of rail services within the state, and improved access from other transportation modes, has never been more evident as the state works toward achieving goals related to improved mobility, environmental sustainability, and safety.

Chapter 13: Safety and Security

Protecting the safety and security of our passengers and the passenger rail service on the LOSSAN rail corridor is key to attracting and retaining riders, while also ensuring efficient operations of the Pacific Surfliner service. This chapter addresses safety and security onboard Pacific Surfliner trains, at stations, and along the railroad ROW between San Diego, Los Angeles, and San Luis Obispo.

The Pacific Surfliner intercity passenger rail service is operated by Amtrak and is subject to federal safety standards and regulations in accordance with U.S. Code of Federal Regulations (Title 49, Subtitle B, Chapter II). Responsible regulatory agencies overseeing general railroad safety along the LOSSAN rail corridor include the FRA and the CPUC. The FRA Office of Railroad Safety promotes and regulates safety throughout the nation's railroad industry by issuing, implementing, and enforcing railroad safety regulations. The CPUC is the state agency charged with ensuring the safety of freight, intercity, and commuter railroads, as well as highway-railroad crossings in the state. The CPUC performs these railroad safety responsibilities through the Railroad Operations and Safety Branch of the Safety & Enforcement Division. The Transportation Security Administration (TSA) also plays a role in the security of passenger rail service through the TSA-sponsored Visible Intermodal Prevention and Response program.

Operational, track, and other safety inspections are completed through a coordinated review among rail operators and owners, including Amtrak, Metrolink, NCTD, UPRR, BNSF, CPUC, and FRA for federal and state compliance. The LOSSAN Agency coordinates with these agencies to ensure that all reporting requirements are fulfilled at the federal and state levels. Amtrak is responsible for all required reporting of Pacific Surfliner safety data to federal, state, and local agencies, including the FRA and CPUC.

A key objective of the LOSSAN Agency safety program is to instill a comprehensive safety culture that governs all the activities associated with the operations and maintenance of the Pacific Surfliner service, while efficiently meeting operational performance goals. The LOSSAN Agency will continue to work with Amtrak and host railroads to ensure a detailed system safety and security program is in place to protect Pacific Surfliner passengers and crew, as well as the general public.

As part of this effort, the LOSSAN Agency will continue to:

- Assess ongoing rail safety and security awareness efforts to identify areas for improvement
- Work with host railroads to identify "hot spots" for trespassing and vehicle strikes
- Develop outreach programs that meet the needs of the public, as well as stakeholders
- Work with Amtrak and stakeholders to ensure a continued safety culture for all who work and travel on Pacific Surfliner trains and utilize Pacific Surfliner stations
- Prioritize rail capital project funding for projects that include a goal of improved safety and security wherever possible
- Work with host railroads and rail operators to coordinate training with local first responders to help expedite emergency response and accident investigation in the event of an incident

- Support Operation Lifesaver, a national rail safety program with the goal of improving public awareness of safety around railroad tracks
- Seek out and leverage state and federal grant funds for additional safety and security improvements

PTC

In accordance with a federal mandate, PTC is fully operational on all Pacific Surfliner trains. PTC is a predictive collision avoidance technology designed to stop a train in motion when its continued movement may result in an accident. The safety enhancing goals of PTC include preventing train-to-train collisions, speeding and over-speed derailments, incursions into track work zones, and movement of a train through a switch left in the wrong position. The primary benefits of PTC include saving the lives of train crews, passengers, and railroad workers, improving passenger and freight train operational efficiency, and providing real-time train location information.

Safety and Security Onboard Trains

The LOSSAN Agency primarily serves in an oversight and coordination role regarding safety and security onboard trains, relying on the extensive onboard safety and security programs and policies already put in place by Amtrak. LOSSAN Agency staff will continue to attend regularly scheduled safety meetings hosted by Amtrak for front-line employees, to reiterate that safety is the first priority in delivering Pacific Surfliner service.

All Pacific Surfliner cab cars and locomotives are currently equipped with a “forward facing” camera system to help aid in accident investigation. This provides crews and first responders with a valuable tool to assist with post-incident investigation and can help to clear an incident scene more quickly so that trains can proceed. In addition, Amtrak is working to install inward-facing cameras on locomotives and cab cars nationwide, similar to those currently used by Metrolink. The new Charger locomotives are already equipped with inward-facing cameras. Additionally, the Charger locomotives meet or exceed the latest federal rail safety regulations, including enhanced carbody structure safety with crash energy management components like a locomotive cab safety cage and push-back couplers.

Ongoing COVID-19 Safety

Keeping riders safe also includes being alert to the needs associated with the ongoing COVID-19 pandemic and the evolving health guidelines that have come as a result. Several enhancements have been implemented and will be key in keeping passengers and crew safe. These efforts also help to ensure that our passengers have the confidence to return to the Pacific Surfliner service following the pandemic. Measures taken specifically to address pandemic safety are as follows:

- Sanitizing stations in every train car that include alcohol-based hand sanitizer and antibacterial surface wipes



- Plexiglass barriers in the Café Car on all Pacific Surfliner trains, separating the Café Car attendant from customers
- Complementary facial coverings for customers who forget their mask

Amtrak Police Department

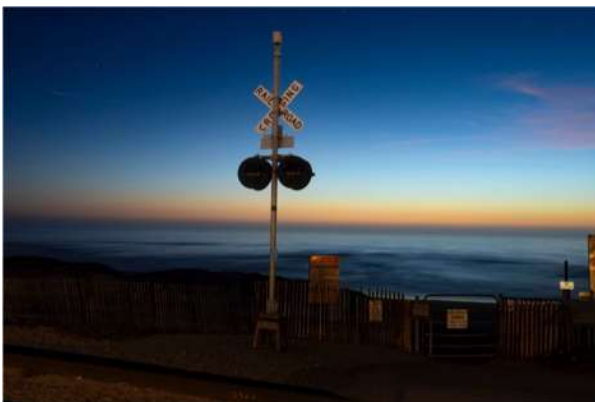
Pacific Surfliner passengers benefit from the existing Amtrak security program, specifically the services of the Amtrak Police Department. There are nine officers, one detective, one sergeant, and one captain currently assigned to the Pacific Surfliner. Of the nine officers, six function in the patrol capacity, and three serve with K-9 units. Currently, some of these officer positions are vacant. Amtrak Police Department continues to work to find qualified candidates to fill these vacant positions. Additionally, there are five members of the Amtrak Special Operations Unit (SOU) that can be called upon when needed.

The Patrol Officers fulfill traditional policing functions. Their job is to act as a deterrent to crime in stations, on trains, in and around Amtrak facilities, and out on the railroad ROW. They enforce the law, perform checked baggage screening and onboard security checks, conduct follow-up investigations on any crimes involving Amtrak facilities or its passengers, and provide support during special events.

The K-9 units provide a psychological and physical deterrent to potential threats from explosives. The teams undergo intensive training that includes vapor wake training, which allows the K-9 units to be alert to the scents of explosives left in the wake of passing individuals, not just those found in stationary baggage.

The members of the SOU support patrol operations by providing rapid response and enhanced capabilities to assist in keeping Amtrak passengers and employees safe. Although not exclusively assigned to the Pacific Surfliner, the SOU is prepared at any time to deploy personnel and equipment for tactical response, conduct low-visibility counter-surveillance, investigations, and provide enhanced support for special events. The SOU also conducts training on railroad-specific tactical response and procedures for fellow Amtrak Police Department members and external law enforcement partner agencies.

Safety on the Tracks



Safety incidents along the railroad ROW can include injuries and fatalities associated with incidents at grade crossings and trespassing on railroad property. Projects that improve safety include track and signal upgrades, fencing along the ROW to prevent unauthorized access, gate and warning systems, and grade separations that eliminate at-grade crossings. In addition, safety can be improved through use of public awareness campaigns designed to educate the public about the risks of trespassing on railroad property and the

importance of using caution around railroad tracks and trains.

Safety at Stations

The LOSSAN Agency primarily serves in an oversight, coordination, and funding role regarding the safety and security of the various station facilities that exist along the LOSSAN rail corridor. Amtrak currently directly contracts for security at the Santa Fe Depot, as this station houses equipment overnight. Some city-owned stations also offer security guards and long-term parking security; however, these are contracted for directly by the station owners. Most of the stations along the LOSSAN rail corridor are outfitted with security cameras that feed directly to a local sheriff's office or operations center that can dispatch emergency services. A centralized monitoring station is nearing completion in Los Angeles. When complete, this will provide local law enforcement remote access to the security cameras at the stations they are responsible for patrolling.

Despite most of the onus being on local law enforcement, as a recipient of CalOES CTSGP funds, the LOSSAN Agency takes the lead in coordinating eligible capital improvements that increase safety and security at passenger and maintenance facilities. Beginning in 2017, the LOSSAN Agency began utilizing these funds to construct improvements that will upgrade existing video surveillance systems (VSS) at six Pacific Surfliner stations, add new VSS at six additional stations, with all VSS along the LOSSAN rail corridor monitored in one central location as mentioned above. The project to upgrade the existing six stations has been completed, with the design for the new systems at the other six stations expected to be complete in the first quarter of 2021. The remaining work is anticipated to be complete later in 2021.

Safety and Security Related Capital Improvements

As part of the LOSSAN Agency's commitment to safety, efforts will be made, wherever possible, to prioritize rail capital projects that include elements that improve the safety and security of the LOSSAN corridor. Elements of the approved CIP include funding for state of good repair projects, as well as safety specific improvements. Additionally, staff will support efforts by our member agencies to seek funding for larger scale capital improvements, such as grade separations, grade crossing improvements, and bridge replacements, all of which contribute to the safety of the Pacific Surfliner service and our passengers.

LOSSAN Rail Corridor Safety Coordination and Emergency Response

The LOSSAN Agency coordinates safety and security activities with various stakeholders, and ROW owners along the corridor including: the state, LOSSAN member agencies, Amtrak, UPRR, BNSF, Metrolink, NCTD, Operation Lifesaver, Department of Homeland Security, and first responders along the LOSSAN rail corridor.

The LOSSAN Agency is continuing to pursue new agreements with local transit providers for emergency bus bridge service, like the one implemented with OCTA, as well as the creation of standard operating procedures to address service disruptions. Currently, Metrolink and NCTD coordinate with local transit agencies to provide bus bridges when emergency incidents occur in their respective territories. In addition, Amtrak, Metrolink, and NCTD often transport each other's passengers in the event of service disruptions along the corridor.

Public Awareness and Outreach



Public information efforts will continue to use both traditional methods and social media to build awareness about vehicular, bicycle, and pedestrian safety around the tracks. The LOSSAN Agency works with Operation Lifesaver to implement rail safety marketing and outreach campaigns that promote safe behavior around the tracks used by the Pacific Surfliner.

Operation Lifesaver is a national rail safety coalition committed to preventing collisions, injuries, and fatalities on and around railroad tracks and highway-rail at grade crossings through the support of public education programs. It is comprised of a voluntary

effort by railroads, safety experts, law enforcement, public agencies, and the general public. Several LOSSAN member agencies and partners currently participate in Operation Lifesaver activities by implementing safety awareness campaigns and providing rail safety education. The LOSSAN Agency will work to further expand its participation in the program, to help increase the reach of Operation Lifesaver's rail safety message.

Chapter 14: Emerging Corridors

In addition to managing the Pacific Surfliner rail service, the LOSSAN Agency works with member agencies to study corridor enhancements and expansion opportunities that provide connectivity within Southern California and beyond. In addition to the ongoing coordination with the development of the California HSR system (see Chapter 7), the LOSSAN Agency's focus has been on continuing to coordinate connectivity with two developing or emerging corridors; 1) the Coast Corridor, connecting the coastal communities north of San Luis Obispo and the San Francisco Bay Area with the Pacific Surfliner service area, and 2) the Coachella Valley – San Gorgonio Pass Rail Service, connecting the eastern communities throughout Riverside County and Coachella Valley. These connections will provide seamless travel opportunities by rail throughout the region and state. System improvements on existing and emerging rail corridors will contribute to the success of the LOSSAN rail corridor, support future statewide and regional rail operations, and provide enhanced connectivity with local transit systems.

Figure 14.1: Emerging Corridors



Source: LOSSAN Agency, 2020

The Coast Corridor (“Coast Route” Service)

The 474-mile Coast Corridor, which runs from San Francisco to Los Angeles, shown in Figure 14.1, currently serves a full complement of urban commuters, as well as regional, intercity, and interstate travelers. Constructed by the Southern Pacific Railroad between the late 19th and early 20th centuries, the Coast Corridor was originally built as a one-seat ride that moved passengers between San Francisco and Los Angeles. While the present adaptation has service in every region of the Coast Rail Corridor, there is currently no one-seat ride option that serves the entire length of the corridor.

Current passenger rail services that operate on segments of the Coast Corridor include Caltrain, Amtrak Pacific Surfliner, Amtrak Coast Starlight, and Metrolink. Freight rail services are operated by UPRR, which carries one to

four trains per day north of Oxnard and eight to 12 trains per day in the San Fernando Valley. For the UPRR, the Coast Rail Line is considered a “secondary” or “relief” line to the much busier Central Valley Line to the east, which connects Northern and Southern California via the Central Valley.

Implementing State-supported rail service between San Luis Obispo and San Jose to connect the State’s two Megaregions by 2027 is a goal in the State Rail Plan. This proposed service would fill a gap in passenger rail services between Northern and Southern California. One possibility for filling this gap in the State rail network is to extend Pacific Surfliner service north of San Luis Obispo.

The Coast Rail Coordinating Council (CRCC) consists of a technical and policy committee made up of staff and elected officials representing coastal agencies focused on improving passenger rail service along the Coast Route. In October 2018, SLOCOG, SBCAG, VCTC, Santa Cruz County Regional Transportation Commission (SCCRTC), and Transportation Agency for Monterey County (TAMC) formalized their relationship through a Memorandum of Understanding establishing themselves as the CRCC, with SLOCOG acting as the managing/administering agency for meeting coordination, grant submission, and other administrative responsibilities. The LOSSAN Agency is a participating agency of the CRCC and works with the CRCC member agencies and the State to help evaluate the options for developing and operating state-supported intercity rail service between San Luis Obispo and San Jose.

The Amtrak Coast Starlight is a daily long-distance train operating through the Coast Corridor that serves the needs of long-distance travelers between Seattle, the San Francisco Bay Area, Los Angeles, and points in between. New Coast Route rail service would operate between Los Angeles and San Jose and complement the Coast Starlight schedule with a reliable intercity service to meet the needs of communities between the San Francisco Bay Area and Los Angeles.

The LOSSAN Agency is participating as a stakeholder in three separate but related studies underway to evaluate options on the feasibility of implementing new or expanded intercity passenger rail or transit services along the Coast Corridor. These include the Rail Network Integration Study that is being led by TAMC, the Coast Rail Corridor Study led by SLOCOG on behalf of the CRCC, and SBCAG’s Regional Transit and Rail Planning and Integration Study. Additional information on these studies can be found in Chapter 7.

Several actions are needed to advance any new or expanded Coast Route rail service, in priority order:

1. Secure track access from host railroads
2. Secure state operating support
3. Secure equipment
4. Secure legislative authority to administer the service (if LOSSAN is the service provider)

With respect to Coast Route service, the LOSSAN Agency business plan includes adequate staff resources to monitor and participate in continued planning efforts led by CRCC staff or other partner agencies.

Coachella Valley – San Geronio Pass Rail Service

The Coachella Valley – San Geronio Pass Rail Corridor refers to the 140-mile long corridor between Los Angeles and the City of Indio as illustrated in Figure 14.1. This service would be like the Pacific Surfliner service, providing intercity passenger rail service that would operate through a wide variety of settings from the heavily urbanized areas of Los Angeles and Orange Counties to the less populated, but rapidly growing areas of eastern Riverside County.

As currently envisioned, the service would operate on the BNSF Railway through Los Angeles, Orange, and western Riverside County and the UPRR from Riverside through Palm Springs to Indio. Both railroads are currently constrained with heavy freight traffic operating to and from the Ports of Los Angeles and Long Beach. The only passenger rail service currently operating in the corridor between Los Angeles and the Coachella Valley is Amtrak's Sunset Limited, a long-distance train that operates three times per week between Los Angeles and New Orleans, with a stop in Palm Springs during overnight hours. There is significant travel demand based on current travel patterns along nearby freeways. The ridership potential is also demonstrated regionally by the growth in Metrolink ridership, and locally by the increase in Amtrak Thruway Bus Route 39 ridership operating between Fullerton, Palm Springs, and Indio. The eastern portion of the corridor is one of the fastest-growing areas of Southern California due to increasing residential development and experienced a doubling of population between 1990 and 2010, a trend that is expected to continue. In addition, the Coachella Valley has many tourist destinations that attract regional trips from Los Angeles and Orange counties, as well as national and international visitors.

The Coachella Valley – San Geronio Pass Rail Corridor's existing travel market is substantial, with 1.5 billion total annual two-way person trips (all modes) in 2000, and projections for more than 300 million additional trips by 2030, and another 100 million trips by 2040 (1.82 billion total).

In 2018, a draft service development plan (SDP) for the corridor was initiated and included development of a work plan, outreach efforts, alternatives analysis, market analysis, and ridership projections. In addition, a program-level environmental analysis is currently underway for this service and corridor. The final Environmental Impact Report / Environmental Impact Statement document, along with the SDP, is anticipated to be completed by the end of FY 2020-21. Once these planning efforts are finished, the corridor will be eligible to receive state and federal funds for design and construction. The LOSSAN Agency will continue to participate in these planning efforts and ensure they provide connectivity with the Pacific Surfliner service.

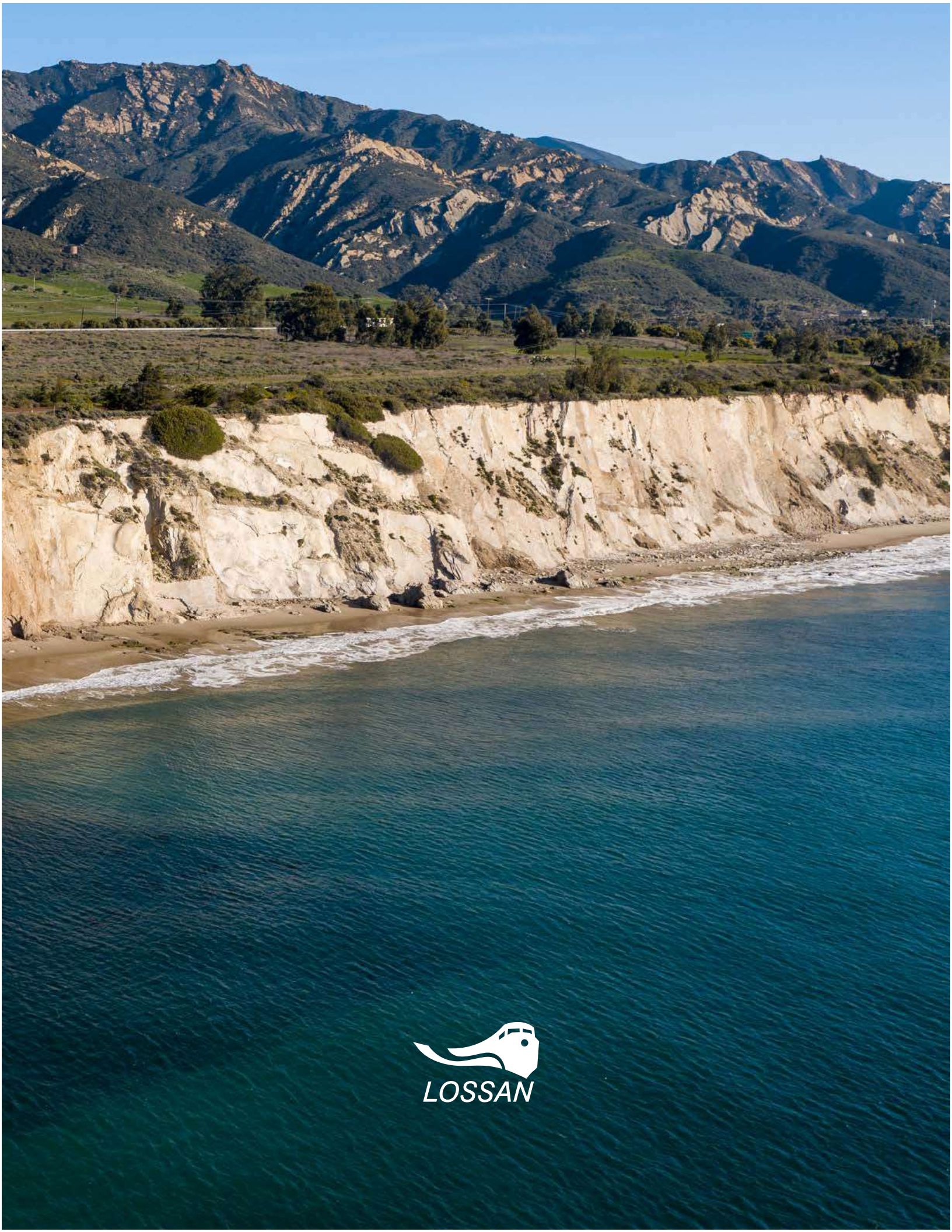
Summary

Moving forward, the LOSSAN Agency will continue to work with member agencies to participate in planning efforts for passenger rail service in these emerging corridors, with a focus on creating seamless connections between the Pacific Surfliner and future passenger rail services on the Coast and Coachella Valley corridors.

Glossary of Terms

ADA	Americans with Disabilities Act
Agency	Rail Corridor Agency
ASA	Administrative Support Agreement
Board	Board of Directors
BNSF	BNSF Railway
CalOES	California Governor's Office of Emergency Services
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CCJPA	Capitol Corridor Joint Powers Authority
CHSRA	California High Speed Rail Authority
CIP	Capital Improvement Program
CP	Control Point
CPUC	California Public Utilities Commission
CRCC	Coast Rail Coordinating Council
CTSGP	California Transit Security Grant Program
DRMT	Division of Rail and Mass Transportation
FAST Act	Fixing America's Surface Transportation Act
FY	Fiscal Year
FFY	Federal Fiscal Year
FRA	Federal Railroad Administration
FY	Fiscal Year
GHG	Greenhouse Gas
HP	Horsepower
HSR	High-speed rail
ITA	Interagency Transfer Agreement
JPA	Joint Powers Authority/Agreement
LAUS	Los Angeles Union Station
Link US	Link Union Station
LOSSAN	Los Angeles – San Diego – San Luis Obispo
Metro	Los Angeles County Metropolitan Transportation Authority
Metrolink	Southern California Regional Rail Authority
MP	Mile Post
NCTD	North County Transit District
OBIS	On Board Information System
OCTA	Orange County Transportation Authority
OTP	On-time performance
Plan	California State Rail Plan
PTC	Positive Train Control
Prop 1B	Proposition 1B
RCTC	Riverside County Transportation Commission
ROW	Right-of-way
SANDAG	San Diego Association of Governments
SB	Senate Bill
SBCAG	Santa Barbara County Association of Governments
SCAG	Southern California Association of Governments

SCORE	Southern California Optimized Rail Expansion
SCRRA	Southern California Regional Rail Authority
SDMTS	San Diego Metropolitan Transit System
SDP	Service Development Plan
SJJPA	San Joaquin Joint Powers Authority
SLOCOG	San Luis Obispo Council of Governments
SOU	Special Operations Unit
SRA	State Rail Assistance
STIP	State Transportation Improvement Program
TAC	Technical Advisory Committee
TIRCP	Transit and Intercity Rail Capital Program
UPRR	Union Pacific Railroad
UPS	Uniform Performance Standards
TSA	Transportation Security Administration
VCTC	Ventura County Transportation Commission
VSS	Video Surveillance System





February 16, 2021

To: Members of the Board of Directors

From: Donna DeMartino, Managing Director *Donna DeMartino*

Subject: Fiscal Year 2020-21 First Quarter Grant Reimbursement Status Report

Overview

The Quarterly Grant Reimbursement Status Report summarizes grant activities for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's Board of Directors. This report focuses on activity for the period of July through September 2020.

Recommendation

Receive and file as an informational item.

Discussion

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) has secured approximately \$380.0 million in competitive and formula grant funding from state grant agencies to deliver programs, projects, and services to improve mobility along the LOSSAN rail corridor. The use of these funds is consistent with capital programming policies approved by LOSSAN's Board of Directors (Board). The Quarterly Grant Status Report summarizes awarded/executed, current, and closed grant agreements.

Summary of Grant Funding			
Grant Program	Total Award	Reimbursed to-Date	Remaining Balance
State Rail Assistance	\$14,573,297	\$718,933	\$13,854,364
Transit and Intercity Rail Capital Program	\$310,760,161	\$70,638,324	\$240,121,837
Proposition 1B	\$34,971,000	\$0	\$34,971,000
State Transportation Improvement Program	\$12,500,000	\$583,533	\$11,916,467
California Office of Emergency Services	\$7,171,080	\$3,549,069	\$3,622,011
Total	\$379,975,538	\$75,489,859	\$304,485,679

Awarded/Executed Grant Agreements:

During the first quarter of Fiscal Year (FY) 2020-21, The LOSSAN Agency was awarded formula funding allocations which are summarized below.

The State Rail Assistance (SRA) Program is intended to provide a dependable source of supplemental revenue that is flexible and can be used to fund a variety of rail service improvements. It is available for both operational and capital improvements through both formula and competitive distribution. In July 2020, the California State Transportation Agency (CalSTA) allocated the LOSSAN Agency's remaining FY 2018 – FY 2020 SRA formula funds, while the funding for several previously approved projects was reprogrammed, potentially as continuity of operations funding, due to the related effects of the coronavirus (COVID-19) pandemic. This concluded the LOSSAN Agency's first round of SRA funding, which totaled approximately \$13.9 million. This will be followed by a second round of SRA funding expected to total \$29.8 million over five years.

In addition to the continuity of operations funding listed above, new projects approved by CalSTA for the first round of SRA funding include: Design of the Goleta Layover Facility, Funds for a Business Class Refresh, and Viriato Software Maintenance. There are also several continuing projects which include: San Luis Obispo Tactile and Electrical Repair, Corridor Optimization Software, and the Grover Beach Station Improvements project, which is currently pending close-out. These projects and related funding details are listed in Attachment A.

Current Grant Agreements:

In addition to the \$13.9 million in SRA formula funds, the LOSSAN Agency received an additional \$719 thousand in SRA competitive funding for the Integrated Wayfinding Signage Upgrade project. Through the first quarter of FY 2020-21, approximately \$719,000 of formula funding has been spent, leaving a balance of \$13.1 million. The entire competitive balance remains, with work on the Integrated Wayfinding Signage Upgrade project expected to begin in FY 2021-22.

The Transit and Intercity Rail Capital Program (TIRCP) was created to provide grants for capital improvements that modernize California's intercity, commuter, and urban rail systems. The goal of these improvements is the reduction of greenhouse gas emissions and vehicle miles travelled. There are currently four awarded TIRCP grant agreements, which were awarded by CalSTA in 2015, 2016, 2018, and 2020. The four awarded TIRCP grant agreements total \$310.8 million in funding for multiple projects and programs. A total of \$70.6 million has been received to date, leaving a balance of \$240.1 million. The balance of TIRCP grant agreements will fund projects throughout the LOSSAN rail corridor including: Installation of Centralized Traffic Control, Upgrades and Replacement of Ties, Rail, and Non-Powered Switches, Signal and Fencing Upgrades, Station Improvements, Safety and Corridor Hardening Improvements, Bridge Replacements, Capital Access and On-Time Performance Agreements, Expansion of the Central Coast Layover in San Luis Obispo, and Phase One of a new San Diego County Maintenance and Layover Facility. Many of these projects are funded by multiple sources.

The Proposition 1B (Prop 1B) Program, approved by voters in November 2006, authorized the issuance of \$19.9 billion in general obligation bonds for specified transportation purposes including: congestion reduction, highway and local road improvements, public transportation, goods movement, air quality, safety and security. In May 2020, the LOSSAN Agency was awarded a total of \$35.0 million in Prop 1B funding. Invoicing has not commenced for any of the funded projects, leaving the entire balance of \$35.0 million intact. The balance of the Prop 1B grant agreements will primarily fund the Los Alamos Creek (Narlon) and Canada Honda Bridge Replacement projects, with funding also included for the Interim San Luis Obispo Facility, Camarillo Station Improvements, and Phase One of the Central Coast Layover Facility Expansion. Work has begun on several of the projects, with invoicing expected to begin in the subsequent quarters of FY 2020-21.

The State Transportation Improvement Program (STIP) is a five-year plan updated on a biannual basis and adopted by the California Transportation Commission for future allocations of certain state transportation funds for state highway improvements, intercity rail, and regional highway and transit improvements. The Central Coast Layover Expansion project includes \$12.5 million in STIP funding and is currently in the Project Approval & Environmental Document (PAED) phase. These awarded funds were programmed as part of the 2018 STIP. Through the first quarter of FY 2020-21, approximately \$584,000 has been received from the state, leaving a balance of \$2.9 million for this phase of the project. The PAED phase of this project is expected to conclude in FY 2021-22, with the design phase to follow shortly after.

The California Transit Security Grant Program is an element of Prop 1B that specifically addresses transit system safety, security, and disaster response projects. Approximately \$7.2 million of the California Governor's Office of Emergency Services funding has been awarded for surveillance upgrades at stations throughout the corridor. The total amount received through the first quarter under these grant agreements is nearly \$3.6 million, leaving a balance of \$3.6 million. The installation of the surveillance equipment continues to progress, which completion of the project anticipated in June 2022.

Grant Agreements Pending Close-out:

The Grover Beach Station Improvements project was completed in the second quarter of FY 2019-2020. The City of Grover Beach submitted project invoices totaling \$400 thousand, which were paid in August 2020. This grant agreement is summarized in Attachment D.

Closed Grant Agreements:

No grants were closed in the first quarter of FY 2020-21.

Summary

This report provides an update of the grant agreement funded activities for the first quarter of FY 2020-21, July through September 2020. Staff recommends this report be received and filed as an informational item.

Attachments

- A. First Quarter Grant Reimbursement Status Report, LOSSAN Agency Grant Agreements, Formula and Competitive State Rail Assistance (SRA), July through September 2020
- B. First Quarter Grant Reimbursement Status Report, Transit and Intercity Rail Capital Program (TIRCP), July through September 2020
- C. First Quarter Grant Reimbursement Status Report, Other Discretionary Grants, July through September 2020
- D. First Quarter Grant Reimbursement Status Report, Grant Pending Close-Out, July through September 2020

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**First Quarter Grant Reimbursement Status Report
LOSSAN Agency Grant Agreements**

Formula and Competitive State Rail Assistance (SRA)

July Through September 2020

Fiscal Year 2018 - 2020 Formula

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Goleta Layover Facility - Design	\$ 260,000	\$ 14,453	\$ 245,547	December 2021
Business Class Refresh	\$ 300,000	\$ -	\$ 300,000	December 2021
Continuity of Operations	\$ 12,031,047	\$ -	\$ 12,031,047	June 2025
Viriato Maintenance	\$ 260,000	\$ 109,000	\$ 151,000	December 2022
San Luis Obispo Tactile and Electrical Repair	\$ 395,500	\$ -	\$ 395,500	June 2022
Corridor Optimization Software	\$ 208,000	\$ 195,480	\$ 12,520	June 2021
Grover Beach Station Improvements	\$ 400,000	\$ 400,000	\$ -	Project Completed / Pending Close-Out
Fiscal Year 2018 - 2020 Formula Sub-Total	\$ 13,854,547	\$ 718,933	\$ 13,135,614	

Fiscal Year 2018 - 2020 Competitive

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Integrated Wayfinding Signage Upgrade	\$ 718,750	\$ -	\$ 718,750	June 2023
Fiscal Year 2018 - 2020 Competitive Sub-Total	\$ 718,750	\$ -	\$ 718,750	
Fiscal Year 2018 - 2020 SRA Funding Total	\$ 14,573,297	\$ 718,933	\$ 13,854,364	

Notes:



First Quarter Grant Reimbursement Status Report

Transit and Intercity Rail Capital Program (TIRCP)

July Through September 2020

2020 TIRCP

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Central Coast Layover Facility Expansion (Phase 1)	\$ 10,303,501	\$ -	\$ 10,303,501	June 2026
San Diego County Maintenance and Layover Facility (Phase 1)	28,439,660	-	28,439,660	June 2026
2020 TIRCP Grant Sub-Total	\$ 38,743,161	\$ -	\$ 38,743,161	

2018 TIRCP

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Union Pacific Franchise Access Fee, Cap. Access and Incentive	\$ 56,563,130	\$ -	\$ 56,563,130	June 2028
Carpinteria Second Track and Platform / Ped Underpass	10,677,870	-	10,677,870	June 2025
Upgrade of Non-Powered Switches	4,200,000	-	4,200,000	June 2022
Install Centralized Traffic Control (Goleta to San Luis Obispo)	18,140,000	-	18,140,000	June 2022
Camarillo Station Improvements	3,445,000	-	3,445,000	April 2024
Goleta Layover Facility Improvements	9,862,000	-	9,862,000	March 2023
Corridor Hardening Improvements	3,055,000	-	3,055,000	December 2023
Tie Replacement	8,900,000	-	8,900,000	June 2021
Pre-1949 Rail Replacement	15,100,000	-	15,100,000	June 2022
Canada Honda Creek Bridge Replacement	11,026,000	-	11,026,000	June 2024
Los Alamos Creek Bridge (Narlon) Replacement	6,474,000	-	6,474,000	June 2022
Safety Improvement Program	487,000	-	487,000	December 2023
NCTD On-Time Performance Incentive Program	22,962,000	6,379,531	16,582,469	June 2025
Network Integration Funds	250,000	-	250,000	June 2025
North San Diego County Fencing Project	1,300,000	55,261	1,244,739	June 2022
Signal Respacing and Optimization Project	15,900,000	-	15,900,000	June 2024
2018 TIRCP Grant Sub-Total	\$ 188,342,000	\$ 6,434,792	\$ 181,907,208	

2016 TIRCP

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Union Pacific Franchise Access Fee, Cap. Access and Incentive	\$ 8,140,000	\$ -	\$ 8,140,000	June 2028
Upgrade of Non-Powered Switches	2,500,000	-	2,500,000	June 2022
Install Centralized Traffic Control (Goleta to San Luis Obispo)	4,360,000	-	4,360,000	June 2022
Timetable and Corridor-Wide Network Integration	1,000,000	778,933	221,067	December 2021
San Diego Association of Governments (SANDAG) Projects ⁽¹⁾	66,000,000	63,146,758	2,853,242	December 2021
2016 TIRCP Grant Sub-Total	\$ 82,000,000	\$ 63,925,692	\$ 18,074,308	

2015 TIRCP

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Transit Transfer Program	\$ 1,675,000	\$ 277,840	\$ 1,397,160	June 2021
2015 TIRCP Grant Sub-Total	\$ 1,675,000	\$ 277,840	\$ 1,397,160	

TIRCP Grants Total	\$ 310,760,161	\$ 70,638,324	\$ 240,121,837	
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Notes:

(1) These projects are led by NCTD.

(2) SANDAG Projects include the Elvira to Morena Double Track project and the Carlsbad Poinsettia project .



First Quarter Grant Reimbursement Status Report

Other Discretionary Grants

July Through September 2020

Proposition 1B

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Central Coast Layover Facility Expansion (Phase 1)	\$ 3,400,000	\$ -	\$ 3,400,000	June 2026
Camarillo Station Improvements	3,445,000	-	3,445,000	June 2024
Canada Honda Creek Bridge Replacement	11,000,000	-	11,000,000	June 2023
Los Alamos Creek Bridge (Narlon) Replacement	15,526,000	-	15,526,000	December 2021
Interim San Luis Obispo Facility	1,600,000	-	1,600,000	June 2022
Proposition 1B Grant Sub-Total	\$ 34,971,000	\$ -	\$ 34,971,000	

State Transportation Improvement Program (STIP)

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Central Coast Layover Facility Expansion (Phase 1)	\$ 12,500,000	\$ 583,533	\$ 11,916,467	June 2026
STIP Grant Sub-Total	\$ 12,500,000	\$ 583,533	\$ 11,916,467	

California Governor's Office of Emergency Services (CalOES)

Project	Total Award	Total Reimbursed to Date	Remaining Balance	Anticipated Project Completion
Fiscal Year (FY) 2013 - 2014	\$ 1,887,000	\$ 1,887,000	\$ -	Project Completed / Closed Out
FY 2014 - 2015	1,887,000	691,921	1,195,079	June 2022
FY 2015 - 2016	1,887,000	970,148	916,852	June 2022
FY 2016 - 2017	1,510,080	-	1,510,080	June 2022
CalOES Grant Sub-Total	\$ 7,171,080	\$ 3,549,069	\$ 3,622,011	

Discretionary Grants Total	\$ 54,642,080	\$ 4,132,602	\$ 50,509,478	
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Notes:



First Quarter Grant Reimbursement Status Report

Grants Pending Close-Out

July Through September 2020

Project	Funding Source	Total Award	Total Reimbursed to Date	Remaining Balance
Grover Beach Station Improvements	FY 2018 - FY 2020 State Rail Assistance	\$ 400,000	\$ 400,000	\$ -
Grants Pending Close-Out Sub-Total		\$ 400,000	\$ 400,000	\$ -

Notes:



Pacific Surfliner Marketing Update

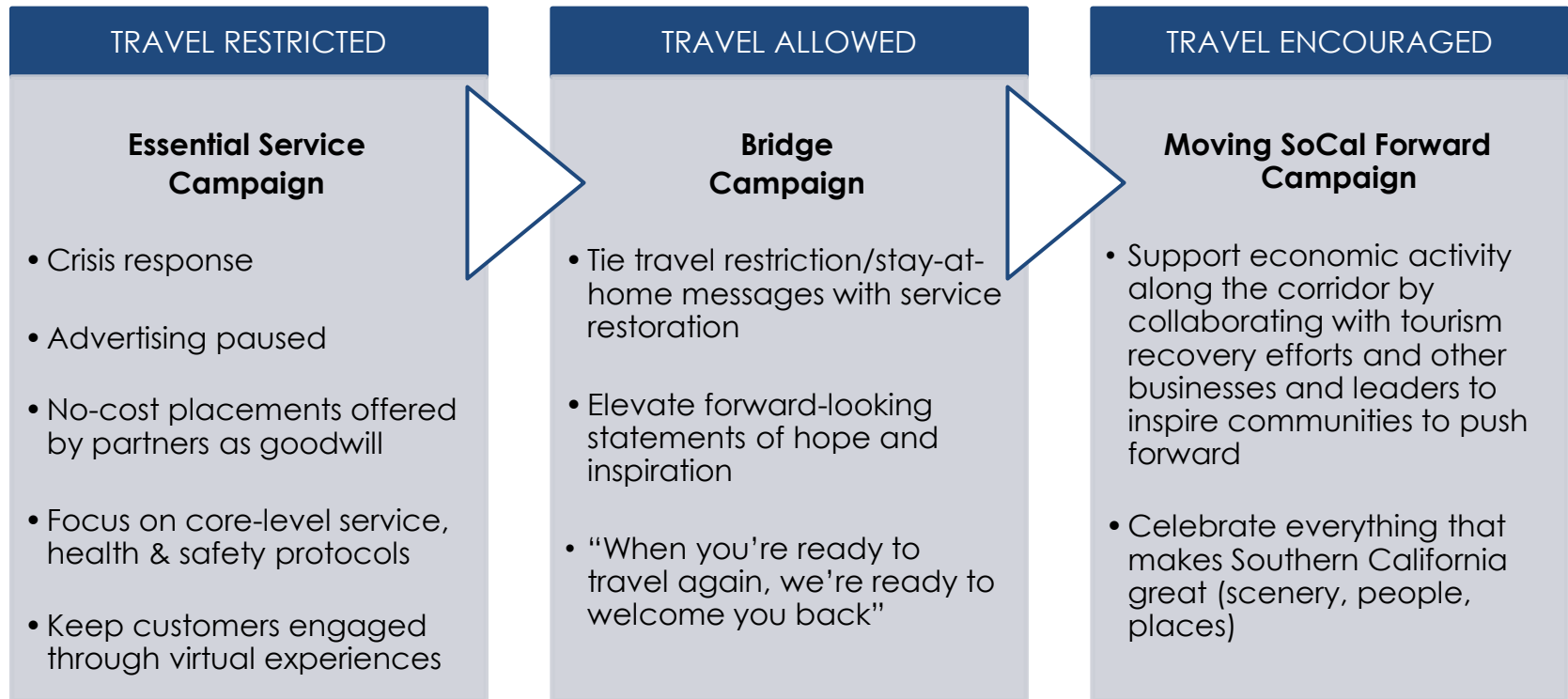
Board of Directors
February 16, 2021

2020 Performance Summary

Ridership is significantly down year-over-year, consistent with trends seen across public transportation. Amtrak reported a significant year-over-year decline in sales and revenue from leads generated by the Pacific Surfliner website as a direct result of the coronavirus (COVID-19) pandemic and associated reduction in Pacific Surfliner service. The significant decrease in lead volume delivered to Amtrak.com mirrors overall decline in ridership and revenue. Prior to the COVID-19 pandemic, both referral sales and revenue were up significantly year-over-year.



Marketing & Communications Response and Re-entry Phases



Campaign Overview

Different strategies were employed at various stages of the COVID-19 pandemic, from periods of travel restrictions to a time when travel will be encouraged again.

- Strategic marketing and communications activities adapted to align with reduced service levels and promote public informational messages related to developments in train operations and health and safety updates in response to the COVID-19 pandemic.
- The LOSSAN Agency paused traditional marketing efforts and paused and limited all paid advertising, achieving significant cost savings. The resulting \$1.2 million carry over is funding Fiscal Year (FY) 20-21 marketing efforts, which reduced the subsidy needed from the State.
- Advertising efforts are largely reduced or suspended, and efforts shifted to focus on owned channels and earned media, including public relations and social media. As health conditions improve and service levels are restored, advertising will play a critical role in reestablishing interest in train travel and recapturing lost ridership and revenue.

Public Relations

Between March – December 2020, the LOSSAN Agency distributed nine press releases related to the evolving response continued COVID-19 pandemic that kept the public informed about Pacific Surfliner service updates and health and safety measures.

This has resulted in earned media coverage of more than 1.5 billion earned media impressions.

9

Total Press
Releases

1,410

Total Press Clips

1.5B

Total Impressions

Media Coverage Sample



VIDEO: Journalist Jeff Zevely filmed a segment onboard the Pacific Surfliner highlighting the new safety enhancements implemented to provide a safe environment for crews and passengers. The feature was aired on CBS 8 San Diego and syndicated online.

View all press releases at news.pacificsurfliner.com

Customer Communications

Inspiring Consumer Confidence

Service adjustments and enhanced safety measures were communicated to boost confidence and support those who needed to travel.



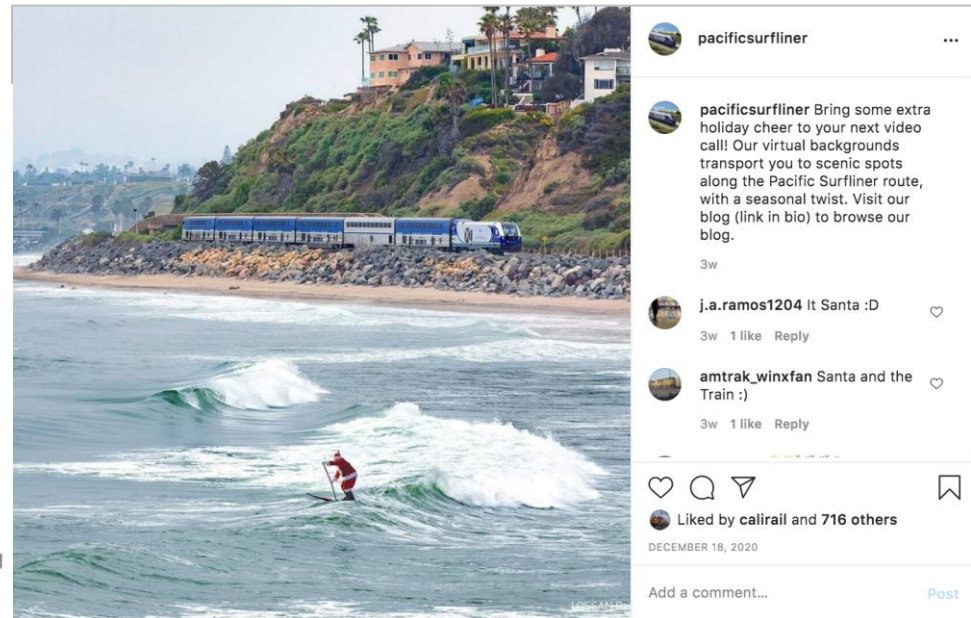
Engaging Riders

Balanced critical updates with content that brightened up the newsfeed for our fans.



Branded Backgrounds for Video Conferencing

Among the "virtual experiences" content we posted on social media, the video and photo backgrounds we shared for fans to use as video call backgrounds were very popular. We created special versions for the holiday season.



Educational Travel Resources

In support of our COVID-19 communications campaign, a series of eight blog articles were published that highlight ways to enjoy the Pacific Surfliner virtually and provide useful tips for passengers who resumed travel as restrictions were lifted.



Virtual Views

We're bringing the Pacific Surfliner to you through videos of scenery along the route. Enjoy our favorite virtual views.

[LEARN MORE >](#)



Tips for Safe Travels

Whether you need to ride with us soon or are dreaming of a future adventure, check out our top tips for planning a safe and responsible trip.

[LEARN MORE >](#)



Flexible Ticketing Tips

We know that travel conditions and plans can change, and flexibility is more important than ever. And with our convenient ticketing policies, you can book with confidence knowing that it's easy to adjust your trip if plans change.

[EXPLORE >](#)



Quintessential Outdoor Experiences

Southern California has plenty of outdoor activities that can be enjoyed safely while maintaining physical distance. And here are some of our top picks you can enjoy once you arrive.

[EXPLORE >](#)

Social Media Performance

Between March and December 2020, activity on the Pacific Surfliner social channels greatly increased, with a diverse mix of content that both informed and engaged. Social media was used as an effective, low-cost way to maintain relationships with riders and build a foundation to recover ridership once the COVID-19 pandemic subsides.



170

Total Posts

798K

Organic Impressions

43K

Likes, Comments,
and Clicks

195K

Video Views

COVID-19 Pandemic Response Campaign Results

Through our COVID-19 pandemic response campaigns, we:

- Maximized limited budget and resources while achieving greater public awareness of the Pacific Surfliner service by communicating evolving service updates and safety information, and appropriately engaging key audiences.
- While ridership is still down 80 percent over the previous year due to the continued COVID-19 pandemic, our efforts have inspired confidence in the service and built a foundation for recovering ridership once the pandemic subsides.

Future Outlook – 2021 Travel Trends

- Gradual return for both leisure and business travel.
- Local/domestic travel will rebound much faster than international, with many choosing to take trips close to home.
- Leisure travel will likely recover before business travel, especially as remote meetings will be more prevalent.
- Increase in spontaneous bookings and flexibility.
- Big demand for scenic routes expected, including bucket list trips.
- Safety messaging will remain important to continue building consumer confidence in travel services.

2020 Recognition

Silver Telly Award

**American Public Transportation Association (APTA)
AdWheel First Place Honors in the following categories:**

- *Best Marketing and Communications to Increase Ridership or Sales – Comprehensive Campaign*
- *Best Marketing and Communications Educational Initiative – Partnership*

AdWheel Grand Award

- *Best Marketing and Communications Educational Initiative – Partnership*

The LOSSAN Agency will be recognized at APTA's rescheduled TRANSform Conference and EXPO on September 1-3, 2021, in Anaheim, California.



AdWheel Awards