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COOPERATIVE AGREEMENT NO. C-9-1421

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITIES OF COSTA MESA, IRVINE, AND TUSTIN

FOR

RED HILL AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this 19 day of November 2019 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the cities of Costa Mesa, Irvine, and Tustin (hereinafter referred to as "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY has completed the competitive 2019 Call for Projects (hereinafter, "2019 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter, "APPLICATION") prepared by the City of Irvine (hereinafter referred to as the "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Red Hill Avenue between the intersections of Bryan Avenue located in the City of Tustin and Bristol Street located in the City of Costa Mesa (hereinafter, "PROJECT"); and

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1 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to
2 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out
3 PROJECT; and

4 **WHEREAS**, the PROJECT will include approximately twenty-eight (28) traffic signalized
5 intersections as identified in the APPLICATION; and

6 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements
7 identified in the APPLICATION including certain hardware and software upgrades to intersection and
8 central control systems including Advanced Transportation Controller units (ATC), telematics and
9 interconnect systems, Advanced Transportation Management Systems (ATMS), Roadside Units
10 (RSU), and other associated systems (hereinafter collectively referred to as "ITS ELEMENTS"), will
11 be constructed and/or installed and implemented as part of the PROJECT as identified in the
12 APPLICATION; and

13 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate
14 the inclusion of other ITS elements (hereinafter OTHER ELEMENTS) that should be installed at the
15 same time as the construction of the PROJECT and are not part of this Agreement; and

16 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS, if any, are
17 the sole responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the
18 course of the project; and

19 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that
20 in-house resources (staff) from Party will provide various services for PROJECT, and

21 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that
22 PROJECT costs for various types of additional work required by each respective Party, by its staff, or
23 by policy, may not have been included in the original application and therefore costs to contractors or
24 consultants to comply with staff requirements are not included in the PROJECT allocation; and

25 **WHEREAS**, AUTHORITY and Parties agree that these costs will be paid by PROJECT; and
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1 **WHEREAS**, Parties and each respective Party acknowledge and understand that the costs for
2 the additional work may be reversed by AUTHORITY's Audit; and

3 **WHEREAS**, based on AUTHORITY's Board of Directors approved PROJECT ALLOCATION and
4 APPLICATION, the AUTHORITY agrees to implement the PROJECT; and

5 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide
6 PROJECT funding in a combined cash and in-kind services match of Four Hundred Nineteen Thousand
7 Eighteen Dollars (\$419,018.00), as shown in Attachment A, or equivalent to at least twenty percent (20%)
8 of PROJECT cost; and

9 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
10 Agreement to implement the PROJECT in support of Project P; and

11 **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities
12 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the
13 PROJECT; and

14 **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on
15 June 10, 2019; and

16 **WHEREAS**, the AUTHORITY's Board of Directors authorized this cooperative agreement on
17 August 12, 2019.

18 **WHEREAS**, the City of Costa Mesa's City Council approved this Agreement on the 19 day of
19 November, 2019.

20 **WHEREAS**, the City of Irvine's City Council approved this Agreement on the 29 day
21 of October, 2019.

22 **WHEREAS**, the City of Tustin's City Council approved this Agreement on the 18 day
23 of September, 2019.

24 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
25 PARTICIPATING AGENCIES as follows:

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1 **ARTICLE 1. COMPLETE AGREEMENT**

2 A. This Agreement, including any attachments incorporated herein and made applicable by
3 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
4 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior
5 representations, understandings, and communications. The invalidity in whole or in part of any term or
6 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.
7 The above referenced Recitals are true and correct and are incorporated by reference herein.

8 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
9 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
10 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
11 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
12 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
13 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
14 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

15 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
16 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
17 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
18 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
19 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
20 AGENCIES except when specifically confirmed in writing by an authorized representative of
21 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
22 accordance with the provisions of this Agreement.

23 **ARTICLE 2. SCOPE OF AGREEMENT**

24 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
25 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree

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1 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any
2 other supplemental agreements that may be required to facilitate purposes thereof.

3 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

4 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

5 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the
6 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures
7 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

8 B. AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal
9 operational integrity between PROJECT and other similar type projects not older than three (3) years.

10 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
11 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

12 D. AUTHORITY shall perform web-based public outreach activities for the project to
13 communicate major project milestones and results.

14 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as
15 described in CTFP.

16 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
17 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and
18 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the
19 PROJECT three-year grant period is complete. If the technical and or field review determines that any of
20 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse
21 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

22 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in
23 APPLICATION and Attachment A for the dollar cash match at the end of the Primary Implementation
24 phase or at a mutually agreed upon time to facilitate any respective AGENCY funding timeframes.

25 H. AUTHORITY shall request updates for the PROJECT as part of semi-annual review
26 process, including documentation of in-kind match conforming to Attachment A and will include the

PROJECT in the list of active projects in OC Fund Tracker until completion of the three-year grant period.
Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY

The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the implementation of the PROJECT:

A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure, and complete the PROJECT as identified in APPLICATION.

B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

C. To collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually agreed upon number and location of twenty-four (24) hour / seven (7) day automated machine traffic counts with vehicle classification.

D. To develop and implement new timing plans optimized for signal synchronization.

E. To provide updated timing plans for all control systems and all relevant data used to develop said plans to PARTICIPATING AGENCIES.

F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

PARTICIPATING AGENCIES agree to the following responsibilities for implementation and funding of PROJECT:

1 A. Provide a technical representative to meet and participate as a member of the
2 PROJECT's Traffic Forum.

3 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of
4 PROJECT.

5 C. To participate and support PROJECT implementation within the timeframe outlined in
6 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

7 D. To provide AUTHORITY all current intersection as-built drawings, all current
8 intersections controller assembly plans as provided by the manufacturer and modified by Party since
9 original installation, local field master, local controller, and ATMS timing plans and other ITS related
10 data upon request.

11 E. To provide the local cash match and/or documentation for the in-kind services match
12 for PROJECT in accordance with Attachment A. Failure to provide local cash match and or evidence
13 of in-kind services match may result in the loss of future participation for competitive funding
14 opportunities.

15 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
16 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar
17 days of receipt of an invoice.

18 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified
19 in Attachment A shall provide documentation of conformance as part of the semi-annual review process
20 or as requested by the AUTHORITY.

21 H. To waive all fees associated with any local agency permits that may be required of the
22 consultant, sub consultants, and/or service or equipment providers in the performance of the PROJECT.

23 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as
24 part of semi-annual review process until completion of the three-year PROJECT grant period. Documents
25 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

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1 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue Ongoing
2 Operations and Maintenance after the three-year grant period is complete and continue until the end of
3 the PROJECT per additional maintenance of effort in APPLICATION.

4 **ARTICLE 6. DELEGATED AUTHORITY**

5 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
6 Agreement are delegated to their respective City Manager, or designee, and the actions required to be
7 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
8 Executive Officer or designee.

9 **ARTICLE 7. AUDIT AND INSPECTION**

10 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
11 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
12 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
13 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
14 period of five (5) years after final payment, final closeout, or until any on-going audit is completed,
15 whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of
16 AUTHORITY's payment of consultant's final billing (so noted on the paid invoice) under this Agreement.
17 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
18 provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING
19 AGENCIES' contractor.

20 **ARTICLE 8. INDEMNIFICATION**

21 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend
22 (at PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to
23 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, and its officers, directors, employees,
24 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
25 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
26 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not

1 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees
2 included), for damage to property, including property owned by AUTHORITY, or from any violation of any
3 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful
4 misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection
5 with or arising out of the performance of this Agreement.

6 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
7 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,
8 protect, and hold harmless PARTICIPATING AGENCIES, including their officers, directors, employees,
9 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
10 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
11 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
12 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for
13 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of
14 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or
15 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising
16 out of the performance of this Agreement.

17 C. The indemnification and defense obligations of this Agreement shall survive its expiration
18 or termination.

19 **ARTICLE 9. ADDITIONAL PROVISIONS**

20 A. Term of Agreement: This Agreement shall be in full force and effect through
21 December 31, 2024.

22 B. Amendment: This Agreement may be extended or amended in writing at any time by the
23 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless
24 executed in writing by all Parties and AUTHORITY.

25 C. Termination: In the event any Party defaults in the performance of their respective
26 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting

1 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written
2 notice to the Party in default.

3 D. Termination for Convenience: Either Party may terminate this Agreement for its
4 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for
5 convenience to the other Party.

6 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
7 state, and local laws, statues, ordinances and regulations of any governmental authority having
8 jurisdiction over the PROJECT.

9 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they
10 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this
11 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

12 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
13 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
14 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
15 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
17 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
18 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

19 I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or
20 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
21 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
22 void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent
23 assignment, nor the waiver of any right to consent to such subsequent assignment.

24 J. Governing Law: The laws of the State of California and applicable local and federal laws,
25 regulations and guidelines shall govern this Agreement.

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1 K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
2 the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

3 L. Notices: Any notices, requests, or demands made between the Parties pursuant to this
4 Agreement are to be directed as follows:

To COSTA MESA:	To AUTHORITY:
City of Costa Mesa	Orange County Transportation Authority
77 Fair Drive	550 South Main Street
Costa Mesa, CA 92626	P. O. Box 14184
	Orange, CA 92863-1584
Attention: Shirjeel Muhammad	Attention: Venita Anderson
Senior Engineer	Senior Contract Administrator
Tel: (714) 754-5298	Tel: (714) 560-5427
Email: shirjeel.muhammad@costamesaca.gov	E-mail: vanderson@octa.net
To IRVINE:	To TUSTIN:
City of Irvine	City of Tustin
1 Civic Center Plaza	300 Centennial Way
Irvine, CA 92606	Tustin, CA 92780
Attention: Mark Ha	Attention: Krys Saldivar
Supervising Transportation Analyst	Public Works Manager – Traffic/Transportation
Tel: (949) 724-6186	Tel: (714) 573-3172
Email: mha@cityofirvine.org	Email: ksaldivar@tustinca.org

5 M. Force Majeure: Either Party shall be excused from performing its obligations under this
6 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
7 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
8 commanding of material, products, plants or facilities by the federal, state or local government; national
9

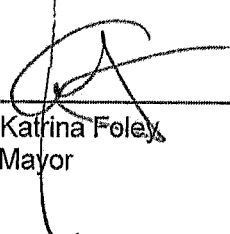
1 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause
2 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond
3 the control and is not due to the fault or negligence of the Party not performing.

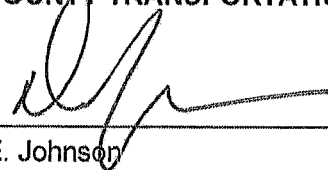
4 This Agreement shall be made effective upon execution by all Parties.

5 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-1421 to be
6 executed on the date first written above.

7 **CITY OF COSTA MESA**


ORANGE COUNTY TRANSPORTATION AUTHORITY

8
9 By: 
10 Katrina Foley
11 Mayor

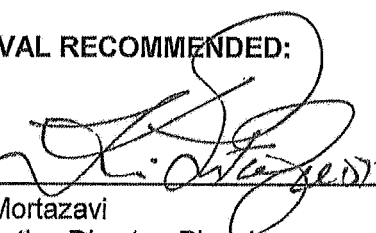
By: 
12 Darrell E. Johnson
13 Chief Executive Officer

14 **ATTEST:**

APPROVAL RECOMMENDED:

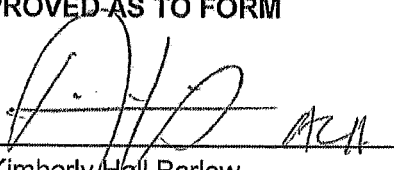
15 By: 
16 Brenda Green
17 City Clerk



By: 
18 Kia Mortazavi
19 Executive Director, Planning

20 Dated: 2.18.2020

21 **APPROVED AS TO FORM**

22 By: 
23 Kimberly Hall Barlow
24 City Attorney

25 Dated: 1/14/2020

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-1421 to be
3 executed as of the date of the last signature below.

4 **CITY OF IRVINE**

5 By: 

6 Christina L. Shea
7 Mayor

8 Date: _____

9 **ATTEST:**

10
11 By: 

12 Molly M. Perry
13 City Clerk

14 Date: 10/29/19

15 **APPROVED AS TO FORM**

16
17 By: 

18 Jeffrey Melching
19 City Attorney

20 Date: _____

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-1421 to be
3 executed on the date first written above.

4 **CITY OF TUSTIN**

5
6 By: Charles E. Puckett
7 Charles E. Puckett
8 Mayor

9 **ATTEST:**

10
11 By: Erica N. Yasuda
12 Erica N. Yasuda
13 City Clerk

14 **APPROVED AS TO FORM**

15
16 By: David E. Kendig
17 David E. Kendig
18 City Attorney

19 Dated: 9/18/19

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DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance
City of Irvine	\$ 95,200	\$ 3,920	\$ 0		\$ 95,200	\$ 3,920
	\$ 99,120				\$ 99,120	
City of Costa Mesa	\$ 59,660	\$ 1,520	\$ 4,180	\$ 720	\$ 63,840	\$ 2,240
	\$ 61,180		\$ 4,900		\$ 66,080	
City of Tustin	\$ 239,218	\$ 8,400	\$ 0		\$ 239,218	\$ 8,400
	\$ 247,618				\$ 247,618	
Caltrans (by Tustin)	\$ 5,080	\$ 1,120	\$ 0		\$ 5,080	\$ 1,120
	\$ 6,200				\$ 6,200	
TOTAL	\$ 399,158	\$ 14,960	\$ 4,180	\$ 720	\$ 403,338	\$ 15,680
	\$ 414,118		\$ 4,900		\$ 419,018	

**In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Irvine		\$ 99,120
City of Costa Mesa		\$ 61,180
City of Tustin		\$ 247,618
City of Tustin (on behalf of Caltrans)		\$ 6,200
TOTAL		\$ 414,118

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			
TOTAL			\$ 0

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
City of Costa Mesa	Transportation Services Manager	Oversight	1	\$ 200	\$ 200
	Associate Engineer	Project Manager	2	\$ 150	\$ 300
	Associate Engineer	Signal Timing, Design	4	\$ 140	\$ 560
	Construction Inspector	Design, Field Inspection	32	\$ 120	\$ 3,840
City of Costa Mesa Total:					\$ 4,900
TOTAL IN-KIND MATCH**:					\$ 4,900

***Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

C-9-1421 Red Hill

Req. By: LUIS MARTINEZ
Run on: 06/04/19 at: 14:45:15

OCTA PROD

***** PURCHASE REQUISITION REPRINT *****

Page: 4
Report: MSR23CA
Version: 8.9.14.AGU

Reg.No Requested By: 0000004696 Priority:
025669 SHAE DE KRUYF

Date Entered	Date Req'd	Material Group	Related W/H Req.	Authorized By	Authorized Date	Value
05/07/19	05/08/19			0000001413	05/14/19	0.02

Delivery Instruction:
Suggested Supplier:

Purchasing Question	Purchasing Answer
Budget Year	FY 19/20
Encumbered	Yes
Grant Funded	No
Amendment Verified in IFAS	Not Applicable (not an Amendme
Warehouse ID:	
Purchasing Instructions:	
PROJECT MANAGER: RON KEITH	

EXECUTE REVENUE AGREEMENT BETWEEN THE CITIES OF COSTA MESA, IRVINE, AND TUSTIN WITH OCTA, WHICH IS DESIGNATED AND WILL ACT AS THE LEAD AGENCY, FOR A MULTIPLE YEAR (FIVE) CONTRACT, WITH OPTION FOR EXTENSION AT THE DISCRETION OF ALL PARTICIPATING AGENCIES, FOR THE IMPLEMENTATION AND MONITORING OF THE RED HILL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FOR PROJECT P. PARTICIPATING AGENCIES SHALL BE INVOICED FOR A COMBINED TOTAL CASH MATCH IN THE AMOUNT OF \$419,018, WHICH SHALL BE CREDITED AS REVENUE TO 0017-6062-SPF29-P57.

-----Default Costing Details-----

Equipment Reference	Quantity	UOM/ Est. Price	Description/Mnemonic and Part Number	Project/Work Order Account Code	%	Proforma/ Order No.	Supplier	Lead Time	Frnt	Dlv	Act. Price
	1	EA 0.0200	REVENUE AGREEMENT COSTA MESA, IRVINE & TUSTIN-RED HILL AVE RTSSP PM: RON KEITH	0017SPF29P576062	100.00						0.0000

Status:
Not Ordered