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## **BOARD AGENDA**

Orange County Transportation Authority Board Meeting  
Orange County Transportation Authority Headquarters  
Board Room - Conference Room 07-08  
550 South Main Street  
Orange, California  
**Monday, March 12, 2018 at 9:00 a.m.**

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

### **Agenda Descriptions**

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

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

Members of the public may address the Board of Directors regarding any item. Please complete a speaker's card and submit it to the Clerk of the Board or notify the Clerk of the Board the item number on which you wish to speak. Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three (3) minutes.

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

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

### **Call to Order**

#### **Invocation**

Director Davies

#### **Pledge of Allegiance**

Director Spitzer



## **BOARD AGENDA**

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### **Special Calendar**

There are no Special Calendar Matters.

### **Consent Calendar (Items 1 through 11)**

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

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

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

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of February 26, 2018.

#### **2. Enhanced Mobility for Seniors and Disabled Grant Program Call for Projects** Ric Teano/Lance M. Larson

##### **Overview**

The new Orange County Enhanced Mobility for Seniors and Disabled Grant Program offers grant opportunities for local public agencies and non-profit organizations to help meet the special transportation needs of seniors and individuals with disabilities. This new local grant program replaces the Federal Transit Administration's Section 5310 Program by providing local funding support, in lieu of federal funding, to relieve applicants of stringent federal requirements and reduce the risk of non-compliance for both the Orange County Transportation Authority and its grantees. Authorization to release a countywide call for projects is requested.

##### **Recommendation**

Direct staff to issue a call for projects for the Orange County Enhanced Mobility for Seniors and Disabled Grant Program.



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**BOARD AGENDA**

**3. Agreements for On-Call Consulting Services for 91 Express Lanes**  
Kirk Avila/Kenneth Phipps

**Overview**

The Orange County Transportation Authority requires consultant services to provide operational and technical support for the 91 Express Lanes on an as-needed basis. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Approval is requested to select firms to perform the on-call consulting services for the 91 Express Lanes.

**Recommendations**

- A. Approve the selections of HNTB Corporation; Parsons Transportation Group, Inc.; Silicon Transportation Consultants LLC; Traffic Technologies, Inc.; and WSP USA, Inc., as the firms to provide on-call consulting services for the 91 Express Lanes, in an aggregate amount of \$600,000.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2050 between the Orange County Transportation Authority and HNTB Corporation to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- C. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1462 between the Orange County Transportation Authority and Parsons Transportation Group, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- D. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1463 between the Orange County Transportation Authority and Silicon Transportation Consultants LLC, to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.



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## **BOARD AGENDA**

### **3. (Continued)**

- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1464 between the Orange County Transportation Authority and Traffic Technologies, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- F. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1465 between the Orange County Transportation Authority and WSP USA, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.

### **4. Local Transportation Fund Claims for Fiscal Year 2018-19**

Sam Kaur/Andrew Oftelie

#### **Overview**

The Orange County Transit District is eligible to receive funding from the Local Transportation Fund for providing public transportation services throughout Orange County. In order to receive these funds, the Orange County Transit District, as the public transit and community transit services operator, must file claims with the Orange County Transportation Authority, the transportation planning agency for Orange County.

#### **Recommendation**

Adopt Orange County Transit District Resolution No. 2018-023 authorizing the filing of Local Transportation Fund claims, in the amounts of \$154,145,736, to support public transportation, and \$8,173,080 for community transit services.





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**BOARD AGENDA**

**5. Revised State Transit Assistance Fund Claims for Fiscal Year 2017-18**  
Sam Kaur/Andrew Oftelie

**Overview**

The Orange County Transit District is eligible to receive funding from the State Transit Assistance Fund for providing public transportation services throughout Orange County. In November 2017, the State Controller's Office released a revised estimate of the Fiscal Year 2017-18 State Transit Assistance Fund allocation. As a result, the transportation planning agency for Orange County, the Orange County Transportation Authority, has revised its allocation to the Orange County Transit District.

**Recommendation**

Authorize staff to file State Transit Assistance Fund claims, for a revised amount of \$25,331,435 to support public transportation.

**6. Low Carbon Transit Operations Program Recommendations for Fiscal Year 2017-18 Funds**  
Louis Zhao/Kia Mortazavi

**Overview**

Funding recommendations are presented for the Low Carbon Transit Operations Program for fiscal year 2017-18 funds that will promote transit ridership growth and reduce greenhouse gas emissions. This program is part of the state Cap-and-Trade Program.

**Recommendations**

- A. Approve the use of \$4,787,534 in fiscal year 2017-18 Low Carbon Transit Operations Program funding for Bravo! 529 Rapid Bus Service start-up and operations for the first three years.
- B. Approve Resolution 2018-022, consistent with the Low Carbon Transit Operations Program Guidelines.
- C. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above recommendations.



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**BOARD AGENDA**

## **Orange County Transit District Consent Calendar Matters**

- 7. Contract Change Order for Replacement of Heating and Ventilation Units at the Garden Grove Bus Base Maintenance Building**  
George Olivo/James G. Beil

### **Overview**

On January 23, 2017, the Orange County Transportation Authority Board of Directors approved the agreement with Western Air Conditioning Company, Inc., for replacement of seven heating and ventilation units at the Garden Grove Bus Base maintenance building. A contract change order is required for new equipment curb foundations to support the new heating and ventilation units.

### **Recommendation**

Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 3 to Agreement No. C-6-1399 with Western Air Conditioning Company, Inc., in an amount of \$85,678, for the installation of new equipment curb foundations to support the new heating and ventilation units, and to add 48 calendar days to the contract duration.

- 8. Transit Division Performance Measurements Report for the Second Quarter of Fiscal Year 2017-18**  
Johnny Dunning, Jr./Beth McCormick

### **Overview**

The Orange County Transportation Authority operates fixed-route bus and demand-response paratransit service throughout Orange County and into neighboring counties. This report summarizes the performance measures for transit services provided during the second quarter of fiscal year 2017-18. These performance measures gauge the safety, courtesy, reliability, and overall quality of the public transit services provided.

### **Recommendation**

Receive and file as an information item.



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**BOARD AGENDA**

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

### **9. Cooperative Agreement with the City of Laguna Niguel for Video Surveillance System at the Laguna Niguel/Mission Viejo Metrolink Station**

Lora Cross/James G. Beil

#### **Overview**

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the City of Laguna Niguel to define roles, responsibilities, and funding for implementation of a video surveillance system at the Laguna Niguel/Mission Viejo Metrolink Station.

#### **Recommendations**

- A. Amend the Metrolink Surveillance System Deployment Program to include the Laguna Niguel/Mission Viejo Metrolink Station, and allocate Federal Transit Administration Grant Program 5309, in the amount of \$320,000, with a 20 percent match of \$80,000 in Proposition 1B funds, to the Laguna Niguel/Mission Viejo Metrolink Station video surveillance system project.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-2141 between the Orange County Transportation Authority and the City of Laguna Niguel to define roles, responsibilities, and funding for implementation of a video surveillance system at the Laguna Niguel/Mission Viejo Metrolink Station.



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## **BOARD AGENDA**

**10. Approval to Release Request for Proposals for On-Call Property Maintenance Services for Orange County Transportation Authority-Owned Properties**

Joe Gallardo/James G. Beil

**Overview**

Staff has developed a request for proposals to initiate a competitive procurement process for on-call property maintenance services necessary for the Orange County Transportation Authority-owned property within the former Pacific Electric railroad right-of-way and other Orange County Transportation Authority-owned properties acquired in support of highway and transit projects.

**Recommendations**

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 8-1452 for on-call property maintenance services for Orange County Transportation Authority-owned properties acquired to support highway and transit projects.
- B. Approve the release of Request for Proposals 8-1452 for on-call property maintenance services for Orange County Transportation Authority-owned properties acquired to support highway and transit projects.

**11. Measure M2 Environmental Cleanup Program - Tier 1 Grant Program Call for Projects**

Brianna Martinez/Kia Mortazavi

**Overview**

The Measure M2 Environmental Cleanup Program provides grants to projects that protect Orange County waterways and beaches from roadway runoff. The updated Environmental Cleanup Program (Project X) Tier 1 call for projects program implementation guidelines are submitted for review and approval.

**Recommendations**

- A. Approve the proposed revisions to the Comprehensive Transportation Funding Programs Guidelines for Environmental Cleanup Program Tier 1 projects.



## **BOARD AGENDA**

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### **11. (Continued)**

- B. Authorize staff to issue the fiscal year 2018-19 Environmental Cleanup Program Tier 1 call for projects for approximately \$2.8 million.

## **Regular Calendar**

### **Orange County Transit District Regular Calendar Matters**

#### **12. Agreement for the Operation and Maintenance of a Micro-Transit Pilot Program**

Curt Burlingame/Beth McCormick

##### **Overview**

On November 13, 2017, the Board of Directors approved the release of a request for proposals for the operation and maintenance of a one-year pilot program to provide micro-transit in two low transit demand areas of Orange County. A competitive procurement has been conducted and offers were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for these services.

##### **Recommendations**

- A. Approve the selection of Keolis Transit Services, LLC, as the firm to provide operation and maintenance services for the micro-transit pilot program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis Transit Services, LLC, in the amount of \$1,150,000, for a one-year initial term from July 1, 2018 through June 30, 2019, with two, one-year option terms to provide operation and maintenance services for the micro-transit pilot program.



## **BOARD AGENDA**

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### **Discussion Items**

- 13. Update on the Interstate 5/EI Toro Road Interchange Improvement Project**  
James G. Beil

Lisa Ramsey, Office Chief, Program Project Management, California Department of Transportation District 12 will provide a progress update on the Interstate 5/EI Toro Road Interchange Improvement Project.

- 14. Eastbound State Route 22 Safety Improvement Project at Interstate 5/State Route 22/State Route 57**  
James G. Beil

Lisa Ramsey, Office Chief, Program Project Management, California Department of Transportation District 12 will provide a progress update on the Eastbound State Route 22 Safety Improvement Project at Interstate 5/State Route 22/State Route 57.

- 15. Public Comments**

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

- 16. Chief Executive Officer's Report**

- 17. Directors' Reports**

- 18. Closed Session**

A Closed Session will be held as follows:

- A. Pursuant to Government Code Section 54957(b) to evaluate the annual performance of the Chief Executive Officer, Darrell Johnson.
- B. Pursuant to Government Code Section 54957.6 to meet with the designated representative, Chair Lisa Bartlett, regarding the compensation of the Chief Executive Officer.



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**BOARD AGENDA****19. Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, March 26, 2018**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room - Conference Room 07-08, Orange, California.

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

## **Call to Order**

The February 26, 2018 regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairwoman Bartlett at 9:05 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

## **Roll Call**

Following the Invocation and Pledge of Allegiance, the Clerk of the Board noted a quorum was present, with the following Directors in attendance:

Directors Present:     Lisa A. Bartlett, Chairwoman  
                               Tim Shaw, Vice Chairman  
                               Laurie Davies  
                               Barbara Delgleize  
                               Andrew Do  
                               Lori Donchak  
                               Michael Hennessey  
                               Steve Jones  
                               Mark A. Murphy  
                               Richard Murphy  
                               Al Murray  
                               Shawn Nelson  
                               Miguel Pulido  
                               Michelle Steel  
                               Tom Tait  
                               Gregory T. Winterbottom  
                               Ryan Chamberlain, Governor's Ex-Officio Member

Directors Absent:     Todd Spitzer

Also Present:     Darrell Johnson, Chief Executive Officer  
                           Ken Phipps, Deputy Chief Executive Officer  
                           Laurena Weinert, Clerk of the Board  
                           Olga Prado, Assistant Clerk of the Board  
                           James Donich, General Counsel  
                           Members of the Press and the General Public



## **Special Calendar**

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

**1. Presentation of Resolutions of Appreciation for Employees of the Month for February 2018**

Darrell Johnson, Chief Executive Officer (CEO), presented the OCTA Resolutions of Appreciation Nos. 2018-024, 2018-025, and 2018-026 to Harold Witherspoon, Coach Operator, Lisa Katt, Maintenance, and Mike Adler, Administration, as Employees of the Month for February 2018.

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

**2. Adopt Resolutions of Necessity for the Interstate 405 Improvement Project Between State Route 73 and Interstate 605**

James Donich, General Counsel, opened with comments and reported that staff pulled and continued Resolution of Necessity (RON) No. 2018-010. Mr. Donich also noted for the record that 12 affirmative votes are needed to pass each RON.

Chairwoman Bartlett opened the public hearing, and Joe Gallardo, Manager, Real Property, Capital Programs, provided a PowerPoint presentation for this item as follows:

- Interstate 405 (I-405) Improvement Project Proposed Improvements;
- I-405 Improvement Project RON Locations;
- RON No. 2018-007 – International Asset Management Group;
- RON No. 2018-008 – Southern California Edison;
- RON No. 2018-009 – City of Fountain Valley;
- RON No. 2018-010 – Carolyn B. Huish - Pulled and Continued;
- RON No. 2018-011 – DeGelas Trust;
- RON No. 2018-013 – GB Enterprises; and
- Four Requirements to be Considered to Adopt Resolutions.

Director Hennessey referenced RON 2018-013 that impairs access to the parking area and asked OCTA, in the interim, to provide good access to the property.

Director Hennessey requested communication to the Board of Directors (Board), from General Counsel, on how OCTA will address access to RON 2018-013 property in order to make it suitable for a future purchase when the property goes back on the market.

**2. (Continued)**

Chairwoman Bartlett opened the floor for public comments, and there were no requests from the public to speak.

A motion was made by Director Donchak, seconded by Director Delgleize, and declared passed by those present, to close the hearing.

Director Pulido was not present to vote on the closing of the hearing.

A motion was made by Director Hennessey, seconded by Director Winterbottom, and declared passed by those present, to adopt Resolutions of Necessity Nos. 2018-007, 2018-008, 2018-009, 2018-011, and 2018-013, and authorize and direct General Counsel to prepare, commence, and prosecute a proceeding in eminent domain for the purpose of acquiring necessary rights-of-way and real property interests for the Interstate 405 Improvement Project between State Route 73 and Interstate 605.

Director Pulido was not present to vote on this item.

**Consent Calendar (Items 3 through 13)**

**Orange County Transportation Authority Consent Calendar Matters**

**3. Approval of Minutes**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of February 12, 2018.

Director Pulido was not present to vote on this item.

**4. Approval of Board Members Travel**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to approve for Chairwoman Lisa A. Bartlett, Vice Chairman Tim Shaw, and Finance and Administration Committee Chairman Andrew Do to travel June 20 - 23, 2018, to attend the annual New York rating agency trip in New York, New York.

Director Pulido was not present to vote on this item.

**5. Audit Responsibilities of the Finance and Administration Committee**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to approve the Audit Responsibilities of the Finance and Administration Committee.

Director Pulido was not present to vote on this item.

**6. Investments: Compliance, Controls, and Reporting, July 1 through December 31, 2017**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to receive and file Investments: Compliance, Controls, and Reporting, July 1 through December 31, 2017, Internal Audit Report No. 18-509, as an information item.

Director Pulido was not present to vote on this item.

**7. State Legislative Status Report**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to amend the 2017-18 Orange County Transportation Authority State Legislative Platform to sponsor legislation to clarify how a transportation project may provide benefits to disadvantaged communities.

Director Pulido was not present to vote on this item.

**8. Federal Legislative Status Report**

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

Director Pulido was not present to vote on this item.

**9. Approval of Local Transportation Fund Fiscal Year 2018-19 Apportionment Estimates**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to approve the Local Transportation Fund fiscal year 2018-19 apportionment estimates and authorize the Chief Executive Officer to advise all prospective claimants of the amounts of all area apportionments from the Orange County Local Transportation Fund for the following fiscal year.

Director Pulido was not present to vote on this item.

**10. Fiscal Year 2017-18 Second Quarter Grant Reimbursement Status Report**

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

Director Pulido was not present to vote on this item.

**11. Amendments to Agreements for Temporary Staffing Services**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-5-3372 between the Orange County Transportation Authority and Trust Temporary Services, Inc., doing business as Helpmates Staffing Services, in the amount of \$77,500, to continue providing temporary staffing services. This will increase the maximum obligation of the agreement to a total contract value of \$454,405.
- B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-5-3658 between the Orange County Transportation Authority and Howroyd Wright Employment Agency, Inc., doing business as AppleOne Employment Services, in the amount of \$77,500, to continue providing temporary staffing services. This will increase the maximum obligation of the agreement to a total contract value of \$405,244.

Director Pulido was not present to vote on this item.

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

**12. Environmental Mitigation Program Endowment Fund Investment Report For December 31, 2017**

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

Director Pulido was not present to vote on this item.

**13. Approval to Release Request for Proposals for Construction Management Support Services for the Interstate 5 Widening Project Between Oso Parkway and Alicia Parkway**

A motion was made by Director Murray, seconded by Director Davies, and declared passed by those present, to:

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 8-1418 for selection of a consultant to provide construction management support services for the Interstate 5 widening project between Oso Parkway and Alicia Parkway.
- B. Approve the release of Request for Proposals 8-1418 to provide construction management support services for the Interstate 5 widening project between Oso Parkway and Alicia Parkway.

Director Pulido was not present to vote on this item.

## **Regular Calendar**

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

#### **14. Contractor Selection for the Toll Lanes System Integrator Services for the 405 Express Lanes and 91 Express Lanes**

Kirk Avila, General Manager of Express Lanes Programs, provided a PowerPoint presentation for this item on the following:

- Procurements;
- Procurement Includes (services, designs, roadway systems, Traffic Operations Center equipment, video, cameras, and maintenance service);
- Electronic Toll and Traffic Management System;
- Changeable Message Signs;
- Traffic Operations Center;
- Video Cameras Along the Corridor;
- 405 Express Lanes Conceptual Tolling Layout;
- Procurement Process;
- Kapsche's Proposed Cost;
- Recommendations; and
- Next Steps.

A discussion ensued regarding:

- Laser tolling technology is used on the 91 Express Lanes and will also be used on the 405 Express Lanes.
- Loop tolling technology installation is more expensive.
- Driver safety concerns for flash tolling technology.

Dan Baker, Deputy Director Projects, HNTB Corporation, reported that if flash technology is used, there are requirements that the driver cannot be distracted in any manner.

An additional discussion ensued regarding:

- Cofiroute currently provides maintenance on the 91 Express Lanes for OCTA and the Riverside County Transportation Commission portion of the express lanes.
- In January 2019, the "6C" electronic toll collection will be required for all California toll facilities, and the transponder will be phased out by the end of 2024. Comments, concerns, and suggestions were provided by several Board Members about the "6C" requirement.
- The initial term of this agreement is for ten years with two, two-year option extensions.

**14. (Continued)**

- The \$10 million pricing differences between the two firms is due to loop versus laser technology. TransCore proposed the loop technology which is more expensive and added costs to the labor component of the maintenance plan.
- Cofiroute provides customer assistances patrol for certain hours of the day, seven days a week on the express lanes.
- Going forward, OCTA would consider a private contractor or the Freeway Service Patrol for the customer assistances patrol service.
- The 91 Express Lanes currently pays for customer assistance patrols, and the 405 Express Lanes would also pay for the service.
- The Mobile Source Air Pollution Reduction Review Committee funds do not pay for the customer assistance patrols on the 91 Express Lanes.
- The 405 Express Lanes will have channelizers to ensure there are no gaps in detection.
- Continuous access would require additional toll plazas and gantries.
- OCTA Board-approved policy states to not preclude future continuous access. In addition, it is important to maintain the bond agreement terms as continuous access would be impactful to the 91 Express Lanes bond agreement and 405 Express Lanes Transportation Infrastructure Finance and Innovation Act.
- Director Tait stated that he would oppose this item because continuous access is not part of the scope of work and provided comments.
- Director Chamberlain believes that with continuous access there would not be degradation on the high-occupancy toll lanes. He also understands that continuous access would be an additional cost.

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

- A. Approve the selection of Kapsch TrafficCom USA, Inc., as the firm to provide toll system integrator services for the design, installation, operations, and maintenance of the electronic toll and traffic management system for the 405 Express Lanes and 91 Express Lanes.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-1911 between the Orange County Transportation Authority and Kapsch TrafficCom USA, Inc., in the amount of \$42,309,259, to provide toll lanes system integrator services for the design, installation, operations, and maintenance of the electronic toll and traffic management system for the 405 Express Lanes and 91 Express Lanes.

**14. (Continued)**

- C. Approve an amendment to the Orange County Transportation Authority's Fiscal Year 2017-18 Budget, in the amount of \$32,309,259, to accommodate for the toll lanes system integrator services for the design, installation, operations, and maintenance of the electronic toll and traffic management system for the 405 Express Lanes and 91 Express Lanes.

Director Tait voted in opposition of this item.

**Discussion Items**

**15. 2018 Chief Executive Officer Initiatives and Action Plan**

Darrell Johnson, CEO, reported that in conjunction with the Board's strategic initiatives, he developed ten initiatives with 66 projects and programs supporting the initiatives to be measured through 84 milestones. Mr. Johnson stated that the milestones status will be reported to the Board quarterly and highlighted some of the key strategic initiatives for 2018.

There was no action taken on this information item.

**16. Public Comments**

There were no public comments.

Chairwoman Bartlett commented that at the February 12, 2018 Board meeting, there were speakers that referenced retiree healthcare and asked Mr. Johnson, CEO, to elaborate.

Mr. Johnson, CEO, responded as follows:

- OCTA is in negotiations with the Coach Operator Union - Teamsters Local 952 and issues are the healthcare administration and retiree healthcare.
- Any employee who retires prior to the age of 65, can stay in the OCTA healthcare plans as long as the employee pays the entire premium. This is also true for Teamsters members in the Labor Alliance Trust.
- OCTA does not provide or make financial contributions for retiree healthcare for any employee.
- OCTA will work with Teamsters Local 952 to clarify the retiree healthcare issue.

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

Darrell Johnson, CEO, reported on the following:

- Interstate 5 South County Improvements:
  - This week there will be some daytime lane closures due to the recent low temperatures.
  - Closures will be from 9:00 a.m. to 3:00 p.m. starting Tuesday, February 27th through Thursday, February 29th.
  - There will be outreach regarding the closures.
- State Route (SR) 91 Improvement Project from the SR-57 to SR-55:
  - OCTA is hosting an open house for the public to learn about the project and the environmental study process.
  - The open house is on Wednesday, March 14th from 5:00 p.m. to 8:00 p.m. at the Rio Vista Elementary School in the City of Anaheim.
  - Circulation of the draft environmental document is anticipated for late 2018.
- Congratulated Director Chamberlain on his appointment as the Chief Deputy Director at California Department of Transportation (Caltrans) effective March 3rd. Director Chamberlain served as the Caltrans District 12 District Director since 2012 and been at Caltrans in several positions since 1999.
- OCTA looks forward to working with Director Chamberlain in his new role at Caltrans.
- Other Transportation Organizational Changes:
  - Brian Kelly, former Secretary of Transportation, is the new CEO of the California High-Speed Rail Authority.
  - The Governor appointed Brian Annis as the Secretary of the California State Transportation Agency.
  - Malcolm Dougherty departed from Caltrans.
  - Laurie Berman was appointed as the Director of Caltrans and is replacing Malcolm Dougherty.

**18. Directors' Reports**

Director Chamberlain thanked Mr. Johnson, CEO, this Board, and prior Boards that worked with him and Caltrans over the past five years. He encouraged all to continue addressing the high-occupancy vehicle lanes degradation and review innovative ways to manage the state highway and transportation systems in Orange County.

Director Murray thanked staff for a well-attended Lunar New Year event at the Irvine Metrolink Station, as well as reported that the Irvine City Council also attended the event.



**18. (Continued)**

Director Donchak reported out on the Environmental Oversight Committee, and that there was a wilderness preserves name contest revealed last Saturday during the OCTA-led hike. She thanked staff for last Saturday's hike, as well as expressed thanks for the land acquisition strategies accepted by the Board over the years.

Director Donchak announced the wilderness preserves new names as follows:

- Bobcat Ridge Preserve
- Eagle Ridge Preserve
- Live Oak Creek Preserve
- Pacific Horizon Preserve
- Silverado Chaparral Preserve
- Trabuco Rose Preserve
- Wren's View Preserve

Vice Chairman Shaw congratulated Director Chamberlain on his appointment as the Chief Deputy Director at Caltrans.

Chairwoman Bartlett thanked Director Chamberlain for being cooperative and collaborative. She expressed that under his leadership at Caltrans District 12, much has been accomplished working with OCTA. Chairwoman Bartlett looks forward to seeing Director Chamberlain's future progress at Caltrans.

Director Hennessey reported that he recently attended Vice Chairman Shaw's and Mayor for the City of La Habra, state of the City address.

**19. Closed Session**

A Closed Session was held for the following:

Pursuant to Government Code Section 54957.6 to discuss negotiations with Teamsters Local 952 regarding the coach operators. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and for Teamsters Local 952 is Patrick Kelly or his designee.

There was no report out for this item.

Directors Nelson and Pulido were not present for the Closed Session item.

**20. Adjournment**

The meeting adjourned at 10:12 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, March 12, 2018**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

ATTEST:

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Laurena Weinert  
Clerk of the Board

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Lisa A. Bartlett  
OCTA Chairwoman



## COMMITTEE TRANSMITTAL

**March 12, 2018**

**To:** Members of the Board of Directors  
**From:** Laurena Weinert, Clerk of the Board  
**Subject:** Enhanced Mobility for Seniors and Disabled Grant Program Call for Projects

Transit Committee Meeting of March 8, 2018

**Present:** Directors Davies, Do, Jones, Murray, Pulido, and Winterbottom  
**Absent:** Director Tait

**Committee Vote**

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Direct staff to issue a call for projects for the Orange County Enhanced Mobility for Seniors and Disabled Grant Program.



**March 8, 2018**

**To:** Transit Committee

**From:** Darrell Johnson, Chief Executive Officer 

**Subject:** Enhanced Mobility for Seniors and Disabled Grant Program Call for Projects

### **Overview**

The new Orange County Enhanced Mobility for Seniors and Disabled Grant Program offers grant opportunities for local public agencies and non-profit organizations to help meet the special transportation needs of seniors and individuals with disabilities. This new local grant program replaces the Federal Transit Administration's Section 5310 Program by providing local funding support, in lieu of federal funding, to relieve applicants of stringent federal requirements and reduce the risk of non-compliance for both the Orange County Transportation Authority and its grantees. Authorization to release a countywide call for projects is requested.

### **Recommendations**

Direct staff to issue a call for projects for the Orange County Enhanced Mobility for Seniors and Disabled Grant Program.

### **Background**

In existence since 1975, the Federal Transit Administration (FTA) Section 5310 Program has a long history of providing local agencies and non-profit organizations with grant opportunities that facilitate the purchase and replacement of paratransit vehicles and related equipment to help meet the special transportation needs of seniors and those with disabilities.

In 2012, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) expanded the eligible use of Section 5310 funds by consolidating the former Section 5317 New Freedom program into the "traditional" 5310 paratransit vehicle program. As a result, the FTA 5310 Enhanced Mobility for Seniors and Individuals with Disabilities program was expanded to provide both capital and operating grants to local agencies and non-profit organizations. Eligible

projects and programs include those that are carried out to meet the special mobility needs of seniors and disabled individuals above and beyond what traditional public transportation services can provide, as well as those that exceed the requirements of the Americans with Disabilities Act (ADA).

Although the eligible use of Section 5310 funds was expanded, the “traditional” 5310 paratransit vehicle capital program was prioritized by including the following requirements:

- At least 55 percent of available funding must be set aside for “traditional” 5310 capital projects, including paratransit vehicles and related equipment, such as communications equipment, computer hardware, and wheelchair restraints. A standard local match of 20 percent is required for capital projects.
- Any remaining funding, up to 45 percent, may be utilized for “enhanced” 5310 projects that were formerly eligible under the New Freedom program. Eligible “enhanced” projects include operating transportation services above and beyond that required by ADA. This funding category also includes mobility management projects, as well as driver and travel training. A standard local match of 50 percent is required for operating assistance.

In 2015, the Fixing America's Surface Transportation Act (FAST Act) (P.L. 114-94) changed the distribution of funds from a single funding apportionment to each state, to a formula distribution to each urban area based on an urban area's population share of seniors and individuals with disabilities. To accommodate this change, the FAST Act extended the opportunity for current direct recipients of FTA grants to serve as the designated recipient of Section 5310 funds.

In prior years, the FTA Section 5310 program was jointly administered by the Orange County Transportation Authority (OCTA) and the State of California Department of Transportation's (Caltrans) Division of Mass Transit, that served as the designated recipient of Section 5310 funds throughout California. However, on September 23, 2015, Caltrans elected not to participate in this partnership for fiscal year (FY) 2015 funds and onward, citing significant increases in administration time for coordination with the large urban areas throughout the state. In response, OCTA took on the role of designated recipient for the Section 5310 program in Orange County on February 2, 2016, to ensure funds are used effectively to meet the local transportation needs of seniors and of those with disabilities. Consistent with OCTA's State and



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Federal Programming Guidelines initially adopted by the OCTA Board of Directors (Board) on December 12, 2016, and most recently on May 8, 2017, FTA Section 5310 funds are used to support OCTA's ACCESS paratransit services.

***Discussion***

In accordance with the State and Federal Programming Guidelines, staff is requesting authorization to release a countywide call for eligible projects under the new Enhanced Mobility for Seniors and Disabled (EMSD) Grant Program, which is to replace the FTA Section 5310 grant program. In lieu of federal funds which have traditionally been made available to successful applicants under the Section 5310 grant program, staff is proposing to make available on a competitive basis local, non-Transportation Development Act funds, which would relieve local applicants of the burdens associated in following stringent federal requirements, and reduce the risk of non-compliance for both OCTA and its grantees. Due to the long standing success of the Section 5310 grant program, all other elements of that program will be retained as in prior years. A summary of the EMSD grant program and tentative schedule is available for review in Attachment A.

The amount of Section 5310 program funds allocated to Orange County for FY 2014-15 and FY 2015-16 is \$4,011,574. Similar to prior calls for projects, ten percent, or \$401,157, would be retained by OCTA to administer the EMSD program, including the call for projects, contract administration, invoice review and reimbursements, and the oversight and monitoring of grantees throughout the useful life of the awarded projects. With the administrative costs deducted, the total local funds that would be made available for this call for projects is \$3,610,417.

Eligible projects are to be prioritized in the order that follows, which is consistent with prior calls for projects, as well as OCTA's 2015 Orange County Public Transit-Human Services Coordinated Plan, approved by the OCTA Board on June 22, 2015.

1. Paratransit vehicle replacement and related equipment for existing vehicles that meet or exceed their useful life, based on the demonstrated age, mileage, and active usage of the vehicle to be replaced.

2. New paratransit vehicles and related equipment that support the expansion of existing service already in place, based on anticipated usage through the number of trips generated.
3. Expansion of successful existing transportation services that address the target population's transportation needs, which includes the expansion of existing mobility management projects, as well as driver and travel training.
4. New transportation services that address the target population's unmet transportation needs, which includes new mobility management, and driver and travel training projects.

Submitted applications will also be evaluated to ensure applicants have technical and financial capacity needed to successfully implement the proposed project.

To raise awareness and ensure any issues or concerns are addressed, staff presented an overview of the EMSD grant program to OCTA's Special Needs Advisory Committee on January 23, 2018. The proposed program was well received.

#### **Next Steps**

Upon Board approval, staff will release a countywide call for projects on March 19, 2018, with applications due to OCTA on May 14, 2018. Applications, guidance materials, and scoring sheets will be made available on a dedicated OCTA web page. As in prior years, OCTA will conduct an applicant workshop and will be available to assist applicants throughout the grant development process. To assist in the review of applications, OCTA will convene an evaluation committee made up of members that represent various disciplines within OCTA, as well as representatives from the OCTA Special Needs Advisory Committee and external agencies. Once the evaluation process is completed, staff anticipates returning to the Board in July 2018 with a list of recommended projects for funding consideration.

#### **Summary**

A competitive call for projects for local funding under the new Orange County Enhanced Mobility for Seniors and Disabled Grant Program has been developed to relieve local applicants of the administrative burdens associated with stringent federal requirements, and to reduce risk of non-compliance for



both OCTA and its grantees. Approval to release a call for projects is requested to allow OCTA to notify potential non-profit organizations and public agency applicants, and begin the evaluation and selection of projects in accordance with the 2015 Orange County Public Transit-Human Services Coordinated Plan. Once the evaluation process is complete, a list of recommended projects will be presented to the OCTA Board for funding consideration.

***Attachment***

- A. Orange County Enhanced Mobility for Seniors and Disabled (EMSD) Grant Program (Formerly FTA Section 5310 Program) Fact Sheet and Timeline

**Prepared by:**



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**Approved by:**



Lance M. Larson  
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# Orange County Enhanced Mobility for Seniors and Disabled (EMSD) Grant Program (Formerly FTA Section 5310 Program)

**Attachment A**

## PROGRAM FACT SHEET and TIMELINE

### Program Purpose

The Orange County Transportation Authority's (OCTA) new Orange County Enhanced Mobility for Seniors and Disabled (EMSD) Grant Program is intended to enhance mobility for seniors and persons with disabilities by providing local transportation funds to support the special needs of seniors beyond traditional public transportation services, and for those with disabilities beyond that required by the Americans with Disabilities Act (ADA).

### Funds Available

Approximately \$3.6 million in local (non-Transportation Development Act) funds are available with the amounts based on federal Section 5310 amounts allocated to Orange County<sup>1</sup>.

### Eligible Applicants

- Private non-profit organizations.
- Public agencies where no private non-profits are readily available to provide the proposed service.

### Eligible Activities

- At least 55% (minimum) of the funds awarded must be used to support the purchase of *Vehicles and Related Equipment (Traditional 5310 Projects)* for service that goes beyond traditional public transportation services. Related equipment includes dispatching equipment and mobile communications. A 20% local non-federal match is required for these capital projects.
- No more than 45% (maximum) of the funds awarded may be used for *Operating Assistance (Enhanced 5310 Projects)*, which include operating transportation services beyond that required by ADA, as well as mobility management, and driver and travel training. A 50% local non-federal match is required for operating assistance.
- The maximum request amount is \$600,000 per applicant to ensure an equitable distribution of funds.

### Project Eligibility

- All projects must be supported by the Orange County Public Transit- Human Services Coordinated Transportation Plan<sup>2</sup>.

- Applicants must have management oversight and control over the operations of the service and equipment.

### Funding Priorities (in order of priority)

1. Paratransit vehicle replacement and related equipment for existing vehicles that meet or exceed their useful life
2. New paratransit vehicles and related equipment that support the expansion of existing service.
3. Expansion of successful existing transportation services that address the target population's transportation needs, which include expanding existing mobility management, and driver and travel training projects.
4. New transportation services that address the target population's unmet transportation needs, including new mobility management, and driver and travel training projects.

### Vehicle Eligibility

- Awarded vehicles must provide a minimum of 20 hours of service per week per vehicle or in coordination with other agencies.
- Vehicles proposed for replacement must meet or exceed its useful life and be in active service during the applicant's normal days and hours of operation.

### Service Eligibility

Applicants must be able to document that the proposed service will serve additional persons or trips, expand the service area or hours, and/or increase the frequency of trips.

### Program Requirements

Once approved by OCTA's Board of Directors, applicants will be notified and enter into an agreement with OCTA, which remains in effect throughout the project's useful life. Grantees are responsible for the proper use, operating costs, and maintenance of all project equipment, and must be prepared to comply with all applicable regulations and requirements. The grant program guidelines and application materials are available for review and download on OCTA's website<sup>3</sup>.

### Questions?

Please contact Ric Teano, Grant Compliance Manager, at (714) 560-5716 or by email at [rteano@octa.net](mailto:rteano@octa.net)

<sup>1</sup> Does not include Transportation Development Act funding. 10% is deducted to cover the administrative costs of the program.

<sup>2</sup> [https://octa.net/uploadedFiles/Bus\\_Service/coordination\\_plan.pdf](https://octa.net/uploadedFiles/Bus_Service/coordination_plan.pdf)

<sup>3</sup> [www.octa.net/EMSDgrant/](http://www.octa.net/EMSDgrant/)



## **Orange County Enhanced Mobility for Seniors and Disabled (EMSD) Grant Program (Formerly FTA Section 5310 Program)**

### **PROGRAM TIMELINE (TENTATIVE)**

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January 23, 2018	OCTA Special Needs Advisory Committee Presentation
March 8, 2018	OCTA Transit Committee Recommendation to Release Call for Projects
March 12, 2018	OCTA Board Authorization to Release Call for Projects
March 19, 2018	Call for Projects Notifications Released Application & Guidance Documents Available via OCTA Website
March 27, 2018	Grant Applicant Workshop
May 14, 2018	Applications due to OCTA
May 30, 2018	Evaluation Committee Scoring Meeting
July 12, 2018	OCTA Transit Committee Recommendation of Selected Projects
July 23, 2018	OCTA Board Approval of Selected Projects
August 6, 2018	Award Notifications
August 20, 2018	Awarded Applicant Workshop

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## COMMITTEE TRANSMITTAL

**March 12, 2018**

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

**From:** Laurena Weinert, Clerk of the Board

**Subject:** Agreements for On Call Consulting Services for 91 Express Lanes

### Finance and Administration Committee Meeting of February 28, 2018

**Present:** Directors Do, Hennessey, Jones, R. Murphy, and Steel

**Absent:** Directors Donchak and Spitzer

### **Committee Vote**

This item was passed by the Members present.

### **Committee Recommendations**

- A. Approve the selections of HNTB Corporation; Parsons Transportation Group, Inc.; Silicon Transportation Consultants LLC; Traffic Technologies, Inc.; and WSP USA, Inc., as the firms to provide on-call consulting services for the 91 Express Lanes, in an aggregate amount of \$600,000.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2050 between the Orange County Transportation Authority and HNTB Corporation to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- C. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1462 between the Orange County Transportation Authority and Parsons Transportation Group, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.



- D. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1463 between the Orange County Transportation Authority and Silicon Transportation Consultants LLC, to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1464 between the Orange County Transportation Authority and Traffic Technologies, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- F. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1465 between the Orange County Transportation Authority and WSP USA, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.



**February 28, 2018**

**To:** Finance and Administration Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Agreements for On-Call Consulting Services for 91 Express Lanes

**Overview**

The Orange County Transportation Authority requires consultant services to provide operational and technical support for the 91 Express Lanes on an as-needed basis. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Approval is requested to select firms to perform the on-call consulting services for the 91 Express Lanes.

**Recommendations**

- A. Approve the selections of HNTB Corporation; Parsons Transportation Group, Inc.; Silicon Transportation Consultants LLC; Traffic Technologies, Inc.; and WSP USA, Inc., as the firms to provide on-call consulting services for the 91 Express Lanes, in an aggregate amount of \$600,000.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2050 between the Orange County Transportation Authority and HNTB Corporation to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- C. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1462 between the Orange County Transportation Authority and Parsons Transportation Group, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.



- D. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1463 between the Orange County Transportation Authority and Silicon Transportation Consultants LLC, to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1464 between the Orange County Transportation Authority and Traffic Technologies, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.
- F. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1465 between the Orange County Transportation Authority and WSP USA, Inc., to provide on-call consulting services for the 91 Express Lanes for a five-year initial term effective through March 31, 2023, with one, two-year option term.

### ***Discussion***

The Express Lanes Programs Department has had agreements in the past with a list of pre-qualified firms to provide on-call operational and technical consulting services for the 91 Express Lanes. These agreements expired on August 31, 2017, and the Express Lanes Programs Department has a need to continue these services by establishing a new list of pre-qualified firms to provide similar services for the 91 Express Lanes. The scope of projects may range from short-term assignments, such as research and consultation activities on specific questions and assisting in the development of scopes of work, to larger more robust efforts, such as undertaking planning studies and the development and review of functional requirements/specifications for technology systems upgrade and/or replacement. In the past, the on-call consultants have assisted Orange County Transportation Authority (OCTA) in the development of the scope of work for the changeable message signs, the transition and validation of a new back-office system, oversight of the installation of a new camera system, and the analysis of adding intermediate access to the 91 Express Lanes. These on-call firms will augment Express Lanes Programs internal staffing.

### ***Procurement Approach***

This procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional

and technical services. Award is recommended to the firm (or firms) offering the most comprehensive proposals considering such factors as qualifications of the firm, staffing and project organization, prior experience with similar projects, technical expertise, approach to the work plan, as well as cost and price.

On November 8, 2017, Request for Proposals (RFP) 7-2050 was issued electronically on CAMMNET. The procurement was advertised on November 8 and 15, 2017, in a newspaper of general circulation. A pre-proposal conference took place on November 16, 2017, with eight attendees representing six firms. One addendum was issued to make available the pre-proposal conference registration sheets and presentation, as well as to provide responses to questions received.

On December 13, 2017, five proposals were received. An evaluation committee comprised of staff from Contracts Administration and Materials Management, Express Lanes Programs, Financial Planning and Analysis, Highway Programs, and Transportation Planning departments was established to review the proposals. The proposals were based on the following evaluation criteria and weights:

- |                                     |            |
|-------------------------------------|------------|
| • Qualifications of the Firm        | 30 percent |
| • Staffing and Project Organization | 30 percent |
| • Work Plan                         | 15 percent |
| • Cost and Price                    | 25 percent |

The procurement sought to establish a pool of qualified firms to perform work in conformity with established and mandated criteria. Once the pool of qualified firms is established, specific work assignments will be awarded by contract task orders (CTO), on a competitive basis, as permitted by OCTA's procurement policy.

Several factors were considered in developing the criteria weights. Qualifications of the firm, as well as staffing and project organization, were both weighted highest at 30 percent to ensure the firms have prior experience and staff expertise in providing technical and operational consulting services related to the toll industry. Cost and price was weighted at 25 percent to ensure that OCTA received competitive hourly rates. Work plan was weighted 15 percent to assess a firm's general approach for completing future projects, as specific projects awarded under on-call contracts will be competitively awarded through CTOs.

The evaluation committee met on January 5, 2018, to review and discuss the proposals based on the evaluation criteria. The five firms are listed below in alphabetical order:

Firm and Location

HNTB Corporation (HNTB)  
Santa Ana, California

Parsons Transportation Group, Inc. (Parsons)  
La Palma, California

Silicon Transportation Consultants LLC (Silicon)  
Belmont, California

Traffic Technologies, Inc. (TTI)  
Rhinebeck, New York

WSP USA, Inc. (WSP)  
Orange, California

The evaluation committee interviewed the five firms on January 16, 2018. The interviews consisted of the firms' project managers and key team members responding to the evaluation committee's questions. Questions were asked relative to the firms' understanding of the scope of work, potential challenges OCTA may encounter based on the firm's consulting experience on similar projects, and key personnel experience. At the conclusion of the interviews, a request for a best and final offer (BAFO) was sent to each firm to provide its final offer.

After considering the responses to the questions asked during the interviews and responses to the BAFO, the evaluation committee adjusted the preliminary scores for the five firms, which resulted in a change to the ranking. However, based on the range of final scores, as well as the evaluation of the written proposals and interviews, the evaluation committee recommends all five firms for consideration of the award. The following is a brief summary of the evaluation results.

**Qualifications of the Firm**

The five firms demonstrated expertise in the tolling industry and extensive managed lanes project experience. All recommended firms have previously



performed work of a similar nature for transportation agencies within California, including the Bay Area Toll Authority, Riverside County Transportation Commission, Transportation Corridor Agencies, and OCTA. In addition, the five firms are knowledgeable with the ISO 18000-63 protocol, also known as 6C, which will be implemented in January 2019, requiring all California toll agencies to transition from the Title 21 protocol to the 6C protocol.

#### **Staffing and Project Organization**

All five firms proposed qualified staff and experienced project teams with extensive managed lanes expertise. The firms demonstrated the depth and breadth of staffing available with relevant capabilities and skill sets required to accomplish future projects. Furthermore, the project organization structure proposed by the firms included project managers with an average of 25 years of experience and a diverse team of experienced technical staff.

#### **Work Plan**

The work plan proposed by each of the five firms provide a detailed approach to performing the various types of future projects identified in the scope of work. Furthermore, all five firms demonstrated a detailed understanding of the requirements addressed in the scope of work.

#### **Cost and Price**

Pricing scores were based on a formula which assigned the highest score to the lowest proposed weighted average hourly rate, and scored the other proposals' weighted average hourly rates based on their relation to the lowest weighted average hourly rate. The firms' proposed hourly rates are deemed fair and reasonable as they are competitive and consistent with prior OCTA agreements for similar services.

#### **Procurement Summary**

Based on the evaluation of the written proposals, the firms' qualifications, and the information obtained during the interviews, the evaluation committee recommends award to HNTB, Parsons, Silicon, TTI, and WSP. The teams include staff that are highly-qualified and have prior experience performing relevant consulting services for public agencies. The five firms delivered comprehensive proposals and presented interviews that were responsive to all the requirements of the RFP. By awarding contracts to all five firms, OCTA will

have access to multidisciplinary tolling experts to assist OCTA with future projects for the 91 Express Lanes.

#### **Fiscal Impact**

This project will be included in OCTA's Fiscal Year 2017-18 Budget, 91 Express Lanes, Account 0036-7519-B0001-CH2, and additional funding will be available for each of the following four fiscal years and funded with toll revenues.

#### ***Summary***

Staff recommends the Board authorize the Chief Executive Officer to negotiate and execute agreements with HNTB Corporation; Parsons Transportation Group, Inc.; Silicon Transportation Consultants LLC; Traffic Technologies, Inc.; and WSP USA, Inc. to provide on-call consulting services for the 91 Express Lanes, in an aggregate amount of \$600,000, for a five-year initial term, with one, two-year option term.

***Attachments***

- A. Review of Proposals – RFP 7-2050 On-Call Consulting Services for 91 Express Lanes
- B. Proposal Evaluation Criteria Matrix – RFP 7-2050 On-Call Consulting Services for 91 Express Lanes
- C. Contract History for the Past Two Years – RFP 7-2050 On-Call Consulting Services for 91 Express Lanes

***Prepared by:***



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General Manager  
Express Lanes Programs  
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***Approved by:***



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**Review of Proposals**  
**RFP 7-2050 On-Call Consulting Services for 91 Express Lanes**  
Presented to Finance and Administration Committee - February 14, 2018  
**5 proposals were received, 5 firms were interviewed, 5 firms are being recommended.**

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Weighted Average Hourly Rate
1	85	<b>HNTB Corporation</b> Santa Ana, California	None	Extensive qualifications and experience providing consulting services for the toll industry. Demonstrated an excellent understanding of project requirements. Proposed a well-rounded and experienced project team. Good work plan addressing all the elements of the scope of work. Good references. Comprehensive responses to interview questions reflecting depth of experience and knowledge. Consistent with current pricing for similar services.	\$306.18
2	82	<b>Silicon Transportation Consultants LLC</b> Belmont, California	Transportation Mobility Solutions LLC IBI Group, Inc. PRR, Inc.	Good qualifications and experience providing consulting services for the toll industry. Demonstrated an excellent understanding of project requirements. Proposed a well-rounded and experienced project team. Good work plan addressing all the elements of the scope of work. Good references. Comprehensive responses to interview questions reflecting depth of experience and knowledge. Proposed competitive pricing.	\$193.47
3	82	<b>WSP USA, Inc.</b> Orange, California	None	Extensive qualifications and experience providing consulting services for the toll industry. Demonstrated an excellent understanding of project requirements. Proposed a well-rounded and experienced project team. Good work plan addressing all the elements of the scope of work. Good references. Comprehensive responses to interview questions reflecting depth of experience and knowledge. Consistent with current pricing for similar services.	\$288.08
4	81	<b>Traffic Technologies, Inc.</b> Rhinebeck, New York	None	Good qualifications and experience providing consulting services for the toll industry. Demonstrated an excellent understanding of project requirements. Proposed a well-rounded and experienced project team. Good work plan addressing all the elements of the scope of work. Good references. Relevant responses to interview questions. Proposed competitive pricing.	\$182.56
5	80	<b>Parsons Transportation Group, Inc.</b> La Palma, California	None	Good qualifications and experience providing consulting services for the toll industry. Demonstrated an excellent understanding of project requirements. Proposed a well-rounded and experienced project team. Good work plan addressing all the elements of the scope of work. Good references. Relevant responses to interview questions. Proposed competitive pricing.	\$224.12

**Evaluation Panel:**

Contracts Administration and Materials Management (1)  
Express Lanes Programs (1)  
Financial Planning and Analysis (1)  
Highway Programs (1)  
Transportation Planning (1)

**Proposal Criteria**

Qualifications of the Firm  
Staffing and Project Organization  
Work Plan  
Cost and Price

**Weight Factors**

30%  
30%  
15%  
25%

**PROPOSAL EVALUATION CRITERIA MATRIX  
RFP 7-2050 ON-CALL CONSULTING SERVICES FOR 91 EXPRESS LANES**

FIRM: HNTB Corporation						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.5	5.0	4.5	5.0	4.5	6	28.2
Staffing/Project Organization	4.5	5.0	4.5	4.5	4.5	6	27.6
Work Plan	4.5	4.5	4.5	5.0	4.5	3	13.8
Cost and Price	3.0	3.0	3.0	3.0	3.0	5	15.0
Overall Score	82.5	88.5	82.5	87.0	82.5		85

FIRM: Silicon Transportation Consultants LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.5	3.5	4.5	3.5	6	24.0
Staffing/Project Organization	4.0	4.0	3.5	4.5	3.5	6	23.4
Work Plan	4.0	4.0	3.5	4.0	3.5	3	11.4
Cost and Price	4.7	4.7	4.7	4.7	4.7	5	23.5
Overall Score	83.5	86.5	76.0	89.5	76.0		82

FIRM: WSP USA, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.5	4.5	4.5	5.0	4.0	6	27.0
Staffing/Project Organization	4.5	4.5	4.5	4.5	4.0	6	26.4
Work Plan	4.0	4.0	4.0	4.5	4.0	3	12.3
Cost and Price	3.2	3.2	3.2	3.2	3.2	5	16.0
Overall Score	82.0	82.0	82.0	86.5	76.0		82

FIRM: Traffic Technologies, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.0	3.5	3.5	3.5	6	22.2
Staffing/Project Organization	4.0	3.5	3.5	4.0	3.5	6	22.2
Work Plan	4.0	4.0	3.5	3.5	3.5	3	11.1
Cost and Price	5.0	5.0	5.0	5.0	5.0	5	25.0
Overall Score	85.0	82.0	77.5	80.5	77.5		81

FIRM: Parsons Transportation Group, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.5	4.0	4.0	4.5	6	25.2
Staffing/Project Organization	4.0	4.0	4.0	3.5	4.0	6	23.4
Work Plan	4.0	3.5	3.5	4.0	3.5	3	11.1
Cost and Price	4.1	4.1	4.1	4.1	4.1	5	20.5
Overall Score	80.5	82.0	79.0	77.5	82.0		80

**CONTRACT HISTORY FOR THE PAST TWO YEARS**  
**RFP 7-2050 On-Call Consulting Services for 91 Express Lanes**

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
<b>HNTB CORPORATION</b>						
Contract Type: Firm-Fixed-Price	C-4-1370	PS&E LAGUNA NIGUEL-SAN JUAN CAPISTRANO PASSING SIDING PROJECT	March 25, 2015	December 31, 2018		\$ 2,258,254
Subconsultants:						
Arellano & Associates					\$ 63,220	
Diaz Yourman & Associates					\$ 48,449	
Earth Mechanics, Inc.					\$ 96,501	
ICF Jones and Stokes					\$ 173,185	
Paleo Solutions, Inc.					\$ 5,463	
Rail Surveyors and Engineers, Inc.					\$ 155,397	
Safeprobe, Inc.					\$ 33,450	
Utility Coordinating, Inc.					\$ 9,803	
Utility Specialists California, Inc.					\$ 21,162	
Contract Type: Firm-Fixed-Price	C-5-3337	PS&E FOR THE OC STREETCAR PROJECT	February 1, 2016	December 31, 2019		\$ 17,782,412
Subconsultants:						
Alta Planning and Design					\$ 27,276	
Auriga Corporation					\$ 108,684	
Coast Surveying, Inc.					\$ 109,565	
Cornerstone Studios, Inc.					\$ 261,678	
Corpro Companies, Inc.					\$ 150,824	
Diaz Yourman & Associates					\$ 646,759	
FPL & Associates, Inc.					\$ 729,718	
Project Engineering Consultants					\$ 163,043	
Psomas					\$ 1,023,096	
Safeprobe, Inc.					\$ 303,994	
STV, Inc.					\$ 2,269,071	
Terry A. Hayes Associates, Inc.					\$ 10,180	
Utility Specialists California, Inc.					\$ 134,525	
<b>Subtotal:</b>						<b>\$ 20,040,666</b>
<b>PARSONS TRANSPORTATION GROUP</b>						
Contract Type: Firm-Fixed-Price	C-0-1864	PREPARATION OF PS&E, I-5 HOV SEGMENT 1	June 8, 2011	June 30, 2018		\$ 7,308,519
Subconsultants:						
Bonterra Psomas					\$ 20,116	
Earth Mechanics, Inc.					\$ 444,696	
FPL & Associates, Inc.					\$ 667,861	
Group Delta Consultants, Inc.					\$ 29,767	
Lynn Capouya, Inc.					\$ 196,804	
Psomas					\$ 245,555	
WKE, Inc.					\$ 45,020	
Contract Type: Time and Expense	C-2-1513	PROGRAM MANAGEMENT CONSULTANT SERVICES FOR I-405 IMPROVEMENT PROJECT FROM EUCLID STREET TO I-605	March 3, 2014	July 31, 2022		\$ 93,034,686
Subconsultants:						
Coast Surveying, Inc.						
CTI Environmental, Inc.						
Delcan Corporation						
Falcon Engineering Services						
GCAP Services, Inc.						
Group Delta Consultants, Inc.						
HNTB Corporation						
MARRS Services, Inc.						
McLean & Schultz						
Overland, Pacific, & Cutler, Inc.						
Panacea, Inc.						
Psomas						
Rosendin Electric, Inc.						
Spec Services, Inc.						
The Alliance Group Consulting						
Contract Type: Firm-Fixed-Price	C-3-2190	CONSULTANT SERVICES TO PREPARE PROJECT REPORT AND ENVIRONMENTAL DOCUMENT FOR THE INTERSTATE 405 IMPROVEMENT PROJECT FROM INTERSTATE 5 TO STATE ROUTE 55	December 10, 2014	August 31, 2018		\$ 6,074,258
Subconsultants:						
Advanced Civil Technologies					\$ 242,787	
Bonterra Psomas					\$ 129,713	
Earth Mechanics, Inc.					\$ 107,926	
Iteris, Inc.					\$ 127,952	
MARRS Services, Inc.					\$ 159,269	
Psomas					\$ 247,438	
Terry A. Hayes Associates, Inc.					\$ 147,440	
Transystems, Inc.					\$ 865,221	
Value Management Strategies, Inc.					\$ 42,791	

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Contract Type: Firm-Fixed-Price	C-8-0693	PROJECT REPORT AND ENVIRONMENTAL DOCUMENT PREPARATION CONSULTANT SERVICES FOR WIDENING INTERSTATE 405	March 17, 2009	September 30, 2017		\$ 17,259,762
Subconsultants:						
Albert Grover & Associates					\$ 753,550	
ECORP Consulting					\$ 84,000	
Group Delta Consultants, Inc.					\$ 773,434	
McLean & Schultz					\$ 118,266	
Nossaman, LLP					\$ 58,000	
Paragon Partner LTD					\$ 157,820	
Psomas					\$ 387,167	
Stantec Consulting, Inc.					\$ 1,740,709	
TEC Management Consultants, Inc.					\$ 200,974	
Terry A. Hayes Associates, Inc.					\$ 5,000	
URS Corporation					\$ 994,276	
Value Management Strategies, Inc.					\$ 54,681	
Contract Type: Time and Expense	C-9-0809	CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR GRADE SEPARATION PROJECTS	March 17, 2009	September 30, 2017		\$ 8,844,565
Subconsultants:						
Nossaman, LLP						
Padilla & Associates, Inc.						
Subtotal:						\$ 132,521,790
<b>Silicon Transportation Consultants</b>						
	None		N/A	N/A	N/A	\$ -
Subconsultants: N/A						
Subtotal:						\$ -
<b>Traffic Technologies, Inc.</b>						
Contract Type: Contract Task Order	C-2-1738	ON-CALL CONSULTING SERVICES FOR 91 EXPRESS LANES	October 15, 2012	August 31, 2017	N/A	\$ -
Subconsultants: None						
Subtotal:						\$ -
<b>WSP USA, Inc.</b>						
Contract Type: Contract Task Order	C-2-1736	ON-CALL CONSULTING SERVICES FOR 91 EXPRESS LANES	October 15, 2012	August 31, 2017	N/A	\$ 495,046
Subconsultants: None						
Contract Type: Firm-Fixed-Price	C-4-1343	NOISE BARRIER IN THE CITY OF SAN CLEMENTE	June 24, 2014	December 31, 2016		\$ 196,868
Subconsultants:						
Arellano & Associates					\$ 12,646	
Coast Surveying, Inc.					\$ 8,857	
Earth Mechanics, Inc.					\$ 6,690	
Contract Type: Time and Expense	C-5-3273	ON-CALL PLANNING SERVICES FOR COMMUTER & INTERCITY RAIL SUPPORT	February 1, 2016	February 1, 2019		\$ 300,000
Subconsultants:						
Cogstone Resource Management, Inc.						
Epic Land Solutions						
IBI Group, Inc.						
Michael R. Kodama Planning						
MLM & Associates Engineering, Inc.						
SMA Rial + IT Corporation						
Contract Type: Firm-Fixed-Price	C-6-1010	EMPLOYER RIDESHARE OUTREACH PROGRAM	May 18, 2016	June 30, 2017	N/A	\$ 199,448
Subconsultants: None						
Subtotal:						\$ 1,191,362



## COMMITTEE TRANSMITTAL

**March 12, 2018**

**To:** Members of the Board of Directors  
**From:** Laurena Weinert, Clerk of the Board  
**Subject:** Local Transportation Fund Claims for Fiscal Year 2018-19

Finance and Administration Committee Meeting of February 28 2018

**Present:** Directors Do, Hennessey, Jones, R. Murphy, and Steel  
**Absent:** Directors Donchak and Spitzer

**Committee Vote**

This item was passed by the Members present.

**Committee Recommendation**

Adopt Orange County Transit District Resolution No. 2018-023 authorizing the filing of Local Transportation Fund claims, in the amounts of \$154,145,736, to support public transportation, and \$8,173,080 for community transit services.





**February 28, 2018**

**To:** Finance and Administration Committee  
**From:** Darrell Johnson, Chief Executive Officer  
**Subject:** Local Transportation Fund Claims for Fiscal Year 2018-19

### **Overview**

The Orange County Transit District is eligible to receive funding from the Local Transportation Fund for providing public transportation services throughout Orange County. In order to receive these funds, the Orange County Transit District, as the public transit and community transit services operator, must file claims with the Orange County Transportation Authority, the transportation planning agency for Orange County.

### **Recommendation**

Adopt Orange County Transit District Resolution No. 2018-023 authorizing the filing of Local Transportation Fund claims, in the amounts of \$154,145,736, to support public transportation, and \$8,173,080 for community transit services.

### **Background**

The Transportation Development Act (TDA) of 1971 established a funding source dedicated to transit and transit-related projects. The funding source consists of two parts: the Local Transportation Fund (LTF), which is derived from a 1/4 cent of the current retail sales tax of 7.75 percent in Orange County, and the State Transit Assistance Fund, which is generated from the sales tax on diesel and funded through the Public Transportation Account.

The LTF revenues are collected by the State Board of Equalization and returned monthly to local jurisdictions based on the volume of sales during each month. In Orange County, the LTF receipts are deposited in the Orange County LTF account at the Orange County Treasury and administered by the Orange County Auditor-Controller. LTF receipts are distributed by the Orange County Auditor-Controller among the various administrative, planning, and program apportionments as specified in the TDA.

***Discussion***

Section 6630 of the California Code of Regulations requires Orange County Transit District (OCTD) to file a claim with Orange County Transportation Authority (OCTA) in order to receive an allocation from the LTF for providing public transportation services (Article 4 claims). Since OCTA has previously designated OCTD as the consolidated transportation service agency for Orange County, OCTD is also required to file a claim with OCTA in order to receive an allocation from the LTF for operating community transit services (Article 4.5 claims). The total amount of these claims for fiscal year 2018-19 equals \$162,318,816 which is consistent with the apportionment estimates.

***Summary***

The LTF provides funds to OCTD for public transit services. In order to receive these funds, OCTD must file the appropriate LTF claims with OCTA. Staff recommends the OCTA Board of Directors adopt OCTD Resolution No. 2018-023 to authorize the filing of these claims.

***Attachment***

- A. Resolution of the Orange County Transit District, Authorizing the Filing of Local Transportation Fund Claims

**Prepared by:**

Sam Kaur  
Department Manager,  
Revenue Administration  
(714) 560-5889

**Approved by:**

Andrew Oftelie  
Executive Director,  
Finance and Administration  
(714) 560-5649

**RESOLUTION OF THE  
ORANGE COUNTY TRANSIT DISTRICT**

**AUTHORIZING THE FILING OF  
LOCAL TRANSPORTATION FUND CLAIMS**

**WHEREAS**, the Orange County Local Transportation Fund was created by the Transportation Development Act (SB 325:1971) to aid in meeting the public transportation and community transit needs that exist in Orange County; and

**WHEREAS**, the Orange County Transit District is submitting transportation claims for funds from the Orange County Local Transportation Fund; and

**WHEREAS**, the Orange County Transportation Authority has the authority to review claims and allocate such funds in accordance with the California Code of Regulations and the California Transportation Development Act.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Orange County Transit District hereby requests the Orange County Transportation Authority to allocate funds to the Orange County Transit District for the purpose of providing the support of a public transportation system as described under the California Transportation Development Act, Article 4, and for funding community transit services as described under the California Transportation Development Act, Article 4.5.

**BE IT FURTHER RESOLVED** that the Orange County Transit District agrees to provide the Orange County Transportation Authority with such information as may be necessary to support these transportation claims.

ADOPTED, SIGNED AND APPROVED this 12<sup>th</sup> day of March 2018.

AYES:

NOES:

ABSENT:

ATTEST:

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Laurena Weinert  
Clerk of the Board

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Lisa A. Bartlett, Chairwoman  
Orange County Transit District



## COMMITTEE TRANSMITTAL

**March 12, 2018**

**To:** Members of the Board of Directors  
**From:** Laurena Weinert, Clerk of the Board  
**Subject:** Revised State Transit Assistance Fund Claims for Fiscal Year 2017-18

Finance and Administration Committee Meeting of February 28 2018

**Present:** Directors Do, Hennessey, Jones, R. Murphy, and Steel  
**Absent:** Directors Donchak and Spitzer

**Committee Vote**

This item was passed by the Members present.

**Committee Recommendation**

Authorize staff to file State Transit Assistance Fund claims, for a revised amount of \$25,331,435 to support public transportation.



**February 28, 2018**

**To:** Finance and Administration Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Revised State Transit Assistance Fund Claims for Fiscal Year 2017-18

### **Overview**

The Orange County Transit District is eligible to receive funding from the State Transit Assistance Fund for providing public transportation services throughout Orange County. In November 2017, the State Controller's Office released a revised estimate of the Fiscal Year 2017-18 State Transit Assistance Fund allocation. As a result, the transportation planning agency for Orange County, the Orange County Transportation Authority, has revised its allocation to the Orange County Transit District.

### **Recommendation**

Authorize staff to file State Transit Assistance Fund claims, for a revised amount of \$25,331,435, to support public transportation.

### **Background**

According to the Transportation Development Act guidelines, the Orange County Transportation Authority (OCTA), as the county transportation planning agency, submits an annual State Transit Assistance Fund (STAF) claim to the Board of Directors (Board) in October. This claim is based on the State Controller's estimate which is released in January; however the State Controller's Office also releases a revised estimate each year in the fall.

On October 23, 2017, the Board authorized the filing of the Fiscal Year (FY) 2017-18 STAF claim in the amount of \$16,016,939. Since that time, the State Controller's Office released a revised estimate for these funds which significantly impacted OCTA's estimated allocation. As a result, OCTA has revised its FY 2017-18 allocation to the Orange County Transit District (OCTD).

***Discussion***

On November 3, 2017, the State Controller's Office released a revised estimate of the FY 2017-18 STAF allocation in order to incorporate the increase in funding due to the recently passed Senate Bill 1 (SB1). This revised estimate stated that OCTA would receive a total of \$25,331,435 of STAF in FY 2017-18. The increase of approximately \$9,314,496 from the original STAF estimate can be attributed to SB1. The State Controller has based the above estimate on OCTA receiving approximately 5.4 percent of the statewide STAF budgeted amount of \$468,849,000.

OCTD will utilize the regular STAF revenues of \$16,016,939 for capital expenditures, while the SB1 portion of \$9,314,496 will be used to fund transit operations. OCTA has acknowledged that OCTD has met the required findings as per California Code of Regulations 6754 in order to be eligible to receive STAF funding. Furthermore, pursuant to Public Utilities Code Section 99314.6 and 99314.7, OCTA has confirmed that OCTD meets the applicable requirements to utilize the STAF for operating expenses.

Section 6756 of Title 21 of the California Code of Regulations allows OCTA to revise its allocation made to OCTD if an adjustment is proved to be necessary to reconcile the estimates on which the allocation was based with the actual figures or revised estimates.

***Summary***

In November 2017, the State Controller's Office released a revised estimate of the Fiscal Year 2017-18 STAF allocation. As a result, the transportation planning agency for Orange County, Orange County Transportation Authority, has revised its allocation to the Orange County Transit District.

***Attachment***

None.

**Prepared by:**



Sam Kaur  
Department Manager,  
Revenue and Grants  
(714) 560-5889

**Approved by:**



Andrew Oftelie  
Executive Director,  
Finance and Administration  
(714) 560-5649



## COMMITTEE TRANSMITTAL

**March 12, 2018**

**To:** Members of the Board of Directors  
**From:** Laurena Weinert, Clerk of the Board  
**Subject:** Low Carbon Transit Operations Program Recommendations for Fiscal Year 2017-18 Funds

### Transit Committee Meeting of March 8, 2018

**Present:** Directors Davies, Do, Jones, Murray, Pulido, and Winterbottom  
**Absent:** Director Tait

### **Committee Vote**

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

### **Committee Recommendations**

- A. Approve the use of \$4,787,534 in fiscal year 2017-18 Low Carbon Transit Operations Program funding for Bravo! 529 Rapid Bus Service start-up and operations for the first three years.
- B. Approve Resolution 2018-022, consistent with the Low Carbon Transit Operations Program Guidelines.
- C. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above recommendations.



**March 8, 2018**

**To:** Transit Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Low Carbon Transit Operations Program Recommendations for Fiscal Year 2017-18 Funds

### **Overview**

Funding recommendations are presented for the Low Carbon Transit Operations Program for fiscal year 2017-18 funds that will promote transit ridership growth and reduce greenhouse gas emissions. This program is part of the state Cap-and-Trade Program.

### **Recommendations**

- A. Approve the use of \$4,787,534 in fiscal year 2017-18 Low Carbon Transit Operations Program funding for Bravo! 529 Rapid Bus Service start-up and operations for the first three years.
- B. Approve Resolution 2018-022, consistent with the Low Carbon Transit Operations Program Guidelines.
- C. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above recommendations.

### **Background**

The Low Carbon Transit Operations Program (LCTOP) provides funds to transit agencies on a formula basis to support transit operations or capital projects that reduce greenhouse gas (GHG) emissions and improve mobility, with a priority to provide benefit to disadvantaged communities.

Projects may include new or expanded bus or rail services, expanded intermodal transit facilities, equipment acquisition, including upgrade of transit vehicles to support active transportation and encourage ridership (e.g., bicycle racks on buses), fueling, maintenance, and other costs to operate transit services or



facilities, including fare discount and promotion programs. Fifty percent of the funds must benefit disadvantaged communities, as defined by the state.

For fiscal year (FY) 2017-18, the LCTOP formula program will provide \$97 million statewide and will continuously appropriate five percent of the annual auction proceeds in the GHG reduction fund for LCTOP. Based on the February 7, 2018 distribution letter from the State Controller's Office, the Orange County Transportation Authority's (OCTA) share is \$4,787,534.

The California Department of Transportation (Caltrans) issued updated guidelines for the 2017-18 LCTOP in December 2017, and is requesting transit agencies to submit projects for Caltrans' confirmation of eligibility by March 30, 2018. Based on the Capital Programming Policies, approved by the OCTA Board of Directors (Board) on May 8, 2017, the funds are to be used for transit operations or capital for expansion of bus transit service, fare reduction programs, and other bus and commuter rail transit efforts that increase ridership and reduce GHG emissions, where 50 percent of the funds provide benefit for passengers in disadvantaged communities.

In September 2017, the Board approved LCTOP funding for capital costs for the Bravo! 529 Rapid Bus Service (Bravo! 529) and directed staff to return with recommendations to fund the operating subsidy.

### ***Discussion***

Staff recommends using the FY 2017-18 LCTOP funding (\$4,787,534) towards the start-up and operating subsidy of Bravo! 529, which is scheduled to start service in February 2019.

Bravo! 529 will provide service primarily on Beach Boulevard from Fullerton Park-and-Ride to the Goldenwest Transportation Center, providing 12-minute peak frequency and 18-minute off-peak frequency. The Bravo! Route 529 traverses the cities of Anaheim, Buena Park, Fullerton, Garden Grove, Huntington Beach, Stanton, and Westminster (Attachment A).

Operating subsidy for Bravo! 529 is estimated to be approximately \$2,000,000 annually. The FY 2017-18 LCTOP funds can provide \$4,787,534, which would fund more than two years of operations. Staff will return to the Board with an additional request to program future LCTOP.

This recommendation is consistent with Caltrans' LCTOP Guidelines. Caltrans has requested that the Board approve submittal of the project and execution of the certifications and assurance, and authorized agent forms through a resolution (Attachment B). The authorized agent form authorizes the Chief Executive Officer, or his designee, to sign documents on behalf of OCTA.

**Next Steps**

With Board approval, staff will submit a request for \$4,787,534 in FY 2017-18 LCTOP funds to Caltrans by March 30, 2018. Caltrans will finalize and submit the statewide list of FY 2017-18 projects to the State Controller's Office (SCO) in May 2018. Caltrans expects the SCO to begin releasing FY 2017-2018 funds to transit agencies for identified projects by June 30, 2018.

**Summary**

Staff is recommending that OCTA use FY 2017-18 LCTOP funds for start-up and operation of Bravo! 529. The Board is further requested to approve a resolution authorizing submittal of the project and execution of the certifications and assurance, and authorized agent forms.

**Attachments**

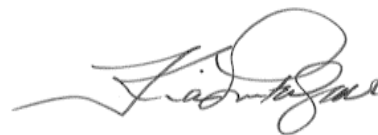
- A. Bravo! 529 Rapid Bus Service Fact Sheet
- B. Resolution 2018-022, Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program and for the Execution of the Low Carbon Transit Operations Program Project: Bravo! 529 Operations and Start-Up, \$4,787,534

**Prepared by:**



Louis Zhao  
Section Manager, Transit and Local  
Transportation Programming  
(714) 560-5494

**Approved by:**



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

# Bravo! 529 Rapid Bus Service Fact Sheet

29-529

La Habra to/a/đến Huntington Beach  
via/por/qua đường Beach Boulevard

## WEEKDAY SERVICE PROPOSAL

Servicio de los días de semana  
Dịch vụ những ngày trong tuần



## LEGEND leyenda / huyền thoại



- **New Bravo! or Xpress Route**  
Nueva ruta Bravo! o Xpress | Tuyến đường Bravo! hay Xpress mới
- **High Frequency Improvement**  
Mejora de la frecuencia alta | Cải thiện dịch vụ xe buýt có tần suất chạy cao
- **Frequency Improvement and/or Extension**  
Mejora o extensión de la frecuencia | Tăng tần suất chạy xe và/hoặc mở rộng tuyến xe
- **Frequency Reduction**  
Reducción de la frecuencia | Giảm tần suất chạy xe
- **Discontinued Route or Segment**  
Ruta o segmento suspendido | Tuyến đường hoặc phần tuyến đường bị loại bỏ
- **Other OCTA Route**  
Otra ruta de OCTA | Tuyến đường khác của OCTA
- Transit Center**  
Centro de tránsito | Trung Tâm Giao Thông
- Metrolink Station**  
Estación de Metrolink | Trạm Metrolink

## PROPOSED CHANGES

### CAMBIOS PROPUESTOS / CÁC ĐỀ XUẤT THAY ĐỔI

- New BRAVO! route from Fullerton Park and Ride to Goldenwest Transportation Center. Provide 12 min. peak frequency and 18 min. off-peak frequency.

Nueva ruta BRAVO! desde Fullerton Park and Ride hasta Goldenwest Transportation Center. Proporcionar una frecuencia de 12 min. en horas pico. y una frecuencia de 18 min. fuera de horas pico.

Tuyến BRAVO! mới từ Fullerton Park and Ride tới Goldenwest Transportation Center. Cung cấp với tần suất 12 phút một chuyến giờ cao điểm và 18 phút một chuyến ngoài giờ cao điểm.

- Reduce local service to 20 min. with Bravo! 529 implementation.

Reducir el servicio local a 20 min. con Bravo! 529 implementación.

Giảm thời gian phục vụ trong khu vực xuống 20 phút với Bravo! Thực hiện 529.

### CURRENT WEEKDAY FREQUENCIES (MINUTES)

Frecuencias de los días de semana actuales (Minutos) / Tần suất chạy xe hiện tại vào các ngày trong tuần (nhiều phút)

	AM	MID	PM	EVE
Beach & La Habra to/a/đến Pacific Coast Hwy & 1st	20	40	30	40
Beach & Malvern to/a/đến Pacific Coast Hwy & 1st	15	20	15	20

### PROPOSED WEEKDAY FREQUENCIES (BRAVO! 529) (MINUTES)

Frecuencias de los días de semana propuestas (BRAVO! 529) (Minutos) / Tần suất chạy xe đề xuất vào các ngày trong tuần (BRAVO! 529) (nhiều phút)

	AM	MID	PM	EVE
Fullerton Park-and-Ride to/a/đến Goldenwest Transportation Center	12	18	12	NS

### PROPOSED WEEKDAY FREQUENCIES (MINUTES)

Frecuencias de los días de semana propuestas (Minutos) / Tần suất chạy xe đề xuất vào các ngày trong tuần (nhiều phút)

	AM	MID	PM	EVE
Beach & La Habra to/a/đến Pacific Coast Hwy & 1st	20	20	20	20

AM: 6a - 9a | MID: 9a - 3p | PM: 3p - 6p | EVE: 6p - 8p | NS = No Service / Sin servicio / Không có dịch vụ

**RESOLUTION 2018-022**

**AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM AND FOR THE EXECUTION OF THE LOW CARBON TRANSIT OPERATIONS PROGRAM PROJECT:  
BRAVO! 529 OPERATIONS AND START-UP, \$4,787,534**

**WHEREAS**, the Orange County Transportation Authority (OCTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, SB 862 (Chapter 36, Statutes 2014) named the California Department of Transportation (Caltrans) as the administrative agency for the LCTOP; and

**WHEREAS**, Caltrans has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, OCTA wishes to delegate authorization to execute these documents and any amendments thereto to Darrell Johnson, Chief Executive Officer; and

**WHEREAS**, OCTA wishes to implement the LCTOP project listed above;

**NOW, THEREFORE, BE IT RESOLVED** by the OCTA Board of Directors (Board) that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP-funded transit projects;

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Darrell Johnson, Chief Executive Officer, or his designee, be authorized to execute all required documents of the LCTOP and any amendments thereto with Caltrans;

**NOW, THEREFORE, BE IT RESOLVED** by the OCTA Board that the fund recipient agrees to comply with all conditions and requirements set forth in applicable statutes, regulations, and guidelines for all LCTOP-funded transit projects;

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the OCTA Board hereby authorizes the submittal of the following project nomination and allocation request to Caltrans in fiscal year (FY) 2017-18 LCTOP funds:

Project Name: Bravo! 529 Operations and Start-Up

Amount of LCTOP funds requested: FY 2017-18 LCTOP funding at \$4,787,534

Short Description of Project: Bravo! 529 service will be operated primarily on Beach Boulevard from Fullerton Park and Ride to the Goldenwest Transportation Center providing 12 minute peak frequency and 18 minute off-peak frequency. The Bravo! Route 529 Express Bus Service serves residents of the cities of Anaheim, Buena Park, Fullerton, Garden Grove, Huntington Beach, Midway City, Stanton, and Westminster. Through connections to other OCTA bus service it serves all residents of Orange County. The net annual ridership increase with implementation of Route 529 is 563,972. The project will reduce greenhouse gas emissions, reduce automobile vehicle miles traveled and reach over 65 percent of boardings from disadvantaged communities (DACs) and associated Benefit Zones 1/2 mile around the DACs.

Contributing Sponsor: City of Laguna Beach

ADOPTED, SIGNED AND APPROVED this 12<sup>th</sup> day of March, 2018.

AYES:

NOES:

ABSENT:

ATTEST:

---

Laurena Weinert  
Clerk of the Board

---

Lisa A. Bartlett, Chairwoman  
Orange County Transportation Authority

OCTA Resolution No. 2018-022



## COMMITTEE TRANSMITTAL

**March 12, 2018**

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

**From:** Laurena Weinert, Clerk of the Board

**Subject:** Contract Change Order for Replacement of Heating and Ventilation Units at the Garden Grove Bus Base Maintenance Building

### Transit Committee Meeting of March 8, 2018

**Present:** Directors Davies, Do, Jones, Murray, Pulido, and Winterbottom  
**Absent:** Director Tait

### **Committee Vote**

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

### **Committee Recommendation**

Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 3 to Agreement No. C-6-1399 with Western Air Conditioning Company, Inc., in an amount of \$85,678, for the installation of new equipment curb foundations to support the new heating and ventilation units, and to add 48 calendar days to the contract duration.



**March 8, 2018**

**To:** Transit Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Contract Change Order for Replacement of Heating and Ventilation Units at the Garden Grove Bus Base Maintenance Building

### **Overview**

On January 23, 2017, the Orange County Transportation Authority Board of Directors approved the agreement with Western Air Conditioning Company, Inc., for replacement of seven heating and ventilation units at the Garden Grove Bus Base maintenance building. A contract change order is required for new equipment curb foundations to support the new heating and ventilation units.

### **Recommendation**

Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 3 to Agreement No. C-6-1399 with Western Air Conditioning Company, Inc., in an amount of \$85,678, for the installation of new equipment curb foundations to support the new heating and ventilation units, and to add 48 calendar days to the contract duration.

### **Discussion**

The Orange County Transportation Authority (OCTA) performed facility modifications in 2001 that included the installation of the existing seven rooftop heating and ventilation (HV) units at the Garden Grove Bus Base maintenance building. This equipment is now beyond its useful life and requires replacement. On January 23, 2017, Agreement No. C-6-1399 was awarded to Western Air Conditioning Company, Inc., (Western) to replace these seven HV units. The notice to proceed for construction was issued to Western on April 19, 2017.

The existing roofing material and heating and ventilating unit equipment curb connections discovered during demolition were not reflected on the record drawings. Specifically, the roofing materials contain vermiculite insulation instead of light weight concrete, as shown on the record drawings. The new

seismic equipment curbs cannot be installed directly onto the low strength vermiculite insulation. A new structural detail has been developed and issued by the design consultant to address the condition encountered and to correctly install new seismic equipment curbs. The metal deck will be cut to weld new structural steel framing members to the existing structural steel members underneath the roof. New equipment curb foundations will be bolted to the structural framing members. Seismic equipment curbs will be bolted to new foundations per the manufacturer's recommendations. Installation of new structural framing members and new equipment curb foundations was not included in the contract project plans. The work is required for local city code compliance, and is considered unforeseen additional scope.

### ***Procurement Approach***

The procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for public works projects. Staff's cost estimate for the work was \$60,000, the contractor's cost for the work is \$85,678. After review, it was determined to perform the contract's extra work, change specifications, and force account provisions, which is on a time and material basis. Staff considers this to be fair and reasonable, taking into account existing building conditions, phasing and coordination with bus maintenance, coordination with the City of Garden Grove building department, and required plan changes and design revisions to complete the work.

Board approval is required for the contract change order (CCO) pursuant to State of California Public Contract Contracting Code Section 20142 (b).

Attachment A lists the six CCOs that have been executed to date to add work items and to recover costs for OCTA.

### **Fiscal Impact**

The project is approved in OCTA's Fiscal Year 2017-18 Budget, Capital Programs, Account 1722-9022-D3122-0AL, and is funded through Federal Transportation Administration Section 5307 Preventative Maintenance grant funds.



***Summary***

Based on the information provided, staff recommends authorization for the Chief Executive Officer to negotiate and execute Contract Change Order No. 3 to Agreement No. C-6-1399 with Western Air Conditioning, Inc., in an amount of \$85,678, and to add 48 calendar days to the contract duration for the installation of the heating and ventilation units equipment seismic curb foundations at the Garden Grove Bus Base maintenance building.

***Attachment***

- A. Western Air Conditioning, Inc., Agreement No. C-6-1399 Contract Change Order Log

**Prepared by:**



George Olivo, P.E.  
Program Manager  
(714) 560-5872

**Approved by:**



James G. Beil, P.E.  
Executive Director, Capital Programs  
(714) 560-5646



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

**Western Air Conditioning Company, Inc.  
Agreement No. C-6-1399  
Contract Change Order Log**

Contract Change Order (CCO) No.	Title	Status	Approved	Cost
1.0	Term extension to 8/5/17 for asbestos testing and abatement for maintenance building roof	Approved	6/20/17	\$16,753.13
2.0	Penalty assessed due to addition of two new (unauthorized) subcontractors	Approved	12/26/17	-\$2,262.00
3.0	Term extension to 9/22/17 due to installation of seven new curb foundations for the heat and ventilation equipment	Pending		\$85,677.85
4.0	Term extension to 10/18/17 for additional asbestos testing and abatement for Garden Grove maintenance building roof	Approved	10/19/17	\$13,433.29
5.0	Term extension to 10/25/17 for additional work to disconnect switch, receptacle extension and installation of ten galvanized steel boxes	Approved	10/19/17	\$10,805.29
6.0	Term extension to 10/30/17 for additional roof repair and asbestos abatement for four roof drain sumps	Approved	11/01/17	\$8,860.00
7.0	Cost offset for roof demolition work performed under CCO No. 1	Approved	12/19/17	-\$3,720.00

Subtotal Approved CCOs	\$43,869.71
Subtotal Pending CCOs	<u>\$85,677.85</u>
TOTAL CCOs	\$129,547.56
ORIGINAL VALUE	\$290,000.00
PROPOSED REVISED VALUE	\$419,547.56



## COMMITTEE TRANSMITTAL

**March 12, 2018**

**To:** Members of the Board of Directors  
**From:** Laurena Weinert, Clerk of the Board  
**Subject:** Transit Division Performance Measurements Report for the Second Quarter of Fiscal Year 2017-17

Transit Committee Meeting of March 8, 2018

**Present:** Directors Davies, Do, Jones, Murray, Pulido, and Winterbottom  
**Absent:** Director Tait

**Committee Vote**

Following the discussion, no action was taken on this receive and file information item.

**Staff Recommendation**

Receive and file as an information item.



**March 8, 2018**

**To:** Transit Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Transit Division Performance Measurements Report for the Second Quarter of Fiscal Year 2017-18

### **Overview**

The Orange County Transportation Authority operates fixed-route bus and demand-response paratransit service throughout Orange County and into neighboring counties. This report summarizes the performance measures for transit services provided during the second quarter of fiscal year 2017-18. These performance measures gauge the safety, courtesy, reliability, and overall quality of the public transit services provided.

### **Recommendation**

Receive and file as an information item.

### **Background**

The Orange County Transportation Authority (OCTA) operates a countywide network of local, community, rail connector, and express bus routes serving over 5,000 bus stops. Fixed-route service operates in a 798 square mile area, serving more than three million residents in 34 cities and unincorporated areas, with connections to transit service in Orange, Los Angeles, and Riverside counties. Fixed-route bus service operated by OCTA is referred to as directly-operated fixed-route service (DOFR), while routes operated under contract are referred to as contracted fixed-route service (CFR). OCTA also operates a federally mandated paratransit service (ACCESS), which is a shared-ride program available for people unable to use the regular fixed-route bus service because of functional limitations. Performance measures for both the fixed-route and the ACCESS program are summarized and reported quarterly.

### ***Discussion***

The report (Attachment A) summarizes the performance measurements through the second quarter of fiscal year (FY) 2017-18. The report looks at performance standards for transit system safety, courtesy, and reliability in the areas of preventable vehicle accidents, customer complaints, on-time performance, and miles between road calls (MBRC). Along with these metrics, industry-standard measurements are tracked to assess OCTA transit operations; these measurements are ridership, productivity, farebox recovery ratio, subsidy per boarding, and cost per revenue vehicle hour. In an effort to maintain transparency with the public, these reports are shared on the Transit dashboard found on the OCTA website and are reported to the Board of Directors on a quarterly basis.

Safety – Maintaining a good safety record is one of the most important standards measured, and all three modes of service (DOFR, CFR, ACCESS) continue to exhibit strong performance in this area, exceeding accident frequency standards.

Customer Service – One of OCTA's goals is to ensure all transit services meet performance standards, and that customers receive high-quality service. DOFR, CFR, and ACCESS services continued to exceed the standard through the second quarter.

Reliability – For on-time performance, overall, the system was within one percent of the standard, with DOFR service performing at approximately 0.4 percent shy of the standard and CFR performing 1.6 percent below the standard. ACCESS performed above standard over the second quarter.

MBRC is the measure used for vehicle reliability. Through the second quarter, ACCESS exceeded the standard, while DOFR and CFR service came in below standard.

Ridership and Productivity – Through the second quarter, ridership and productivity for total fixed-route and ACCESS services exceeded the budgeted projection. The OC Bus 360° Plan adjustments implemented in October 2016 continue to have a positive and productive impact on ridership. Routes improved in October continue to show an increase in average weekday ridership, up 14.7 percent over the same quarter last year. Routes reduced or eliminated maintain the productivity achieved when the service change was implemented during the second quarter of last year, 26.6 boardings per revenue vehicle hour. OCTA staff will continue to monitor the impact of these changes as well as the adjustments implemented on February 11, 2018.

Farebox Recovery Ratio – A minimum farebox recovery ratio (FRR) of 20 percent for all service is required by the California Transportation Development Act (TDA) in order for transit agencies to receive their full share of state sales tax available for public transit purposes. The recent passage of Senate Bill 508 allows transit agencies to now include local funds when calculating their TDA FRR. These local funds consist of property tax revenue, advertising revenue, and Measure M fare stabilization. While OCTA's traditional passenger FRR, now referred to as National Transit Database FRR, came in under 20 percent through the second quarter, after incorporating the local funds, the FRR exceeded the TDA requirement of 20 percent.

Subsidy per Boarding – When considered route by route, this measure may be used to compare the performance of routes within the system relative to the cost effectiveness of each route. The type of route influences the subsidy per boarding, for example, longer distance routes with fewer stops (i.e., express routes) likely have a higher subsidy per boarding when compared to local routes that have frequent stops, allowing passengers to board and alight more often, which turns seats over to multiple riders compared to a longer distance route. On a single route, subsidy per boarding may vary during the service day, with lower subsidies per boarding during peak travel times and higher subsidies per boarding at other times. This measure is helpful when considering opportunities to improve overall system performance. The attached report includes two sets of charts, one sorted by subsidy per boarding and one sorted by boardings; other route level data is also provided. When considering adjustments to the overall service plan, this information is critical to the development of the plan.

Operating Cost per Revenue Vehicle Hour – This is an industry standard used to measure the cost efficiency of transit service, derived by dividing operating expenses by total revenue vehicle hours and comparing with the actuals from the previous year. Through the second quarter, DOFR and CFR service operated 2.2 percent and 12.5 percent higher than the prior year. This is primarily the result of a retroactive credit for calendar years 2015 and 2016 being applied from the Alternative Fuel Tax Credit received for the prior year. This caused a reduction of the prior year actual per revenue vehicle hour (RVH) by \$4.39 on average. Another factor associated with the remaining increase in cost per RVH for CFR service was the increase in the contracted rate as included in the First Transit, Inc., agreement for FY 2017-18. ACCESS service operated at a lower cost than prior year actuals for this measure.

This report also provides information on unclassified revenue, contractor performance, and quarterly ridership and productivity trends related to service adjustments implemented under the OC Bus 360° Service Plan.

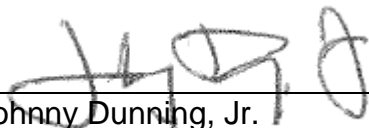
***Summary***

Through the second quarter of FY 2017-18, the ACCESS program showed good performance in all areas. Fixed-route services also achieved the safety and customer service standards. DOFR and CFR services continue to perform below the standard with respect to reliability. Staff continues to take actions to maintain continuous quality improvement in service reliability as detailed in the report. The positive ridership trend for the October 2016 adjustments under the OC Bus 360° Plan continues, while the respective productivity is steady. Staff continues to monitor key indicators, manage the service contracts pursuant to contract requirements, and work to identify other strategies to improve overall system performance.

***Attachment***

- A. Transit Division Performance Measurements, Fiscal Year 2017-18  
Second Quarter Report

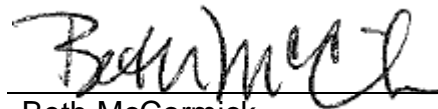
**Prepared by:**



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Johnny Dunning, Jr.  
Manager, Scheduling and Customer  
Advocacy  
(714) 560-5710

**Approved by:**



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

# Transit Division Performance Measurements



Fiscal Year 2017-18  
Second Quarter Report



# About This Report

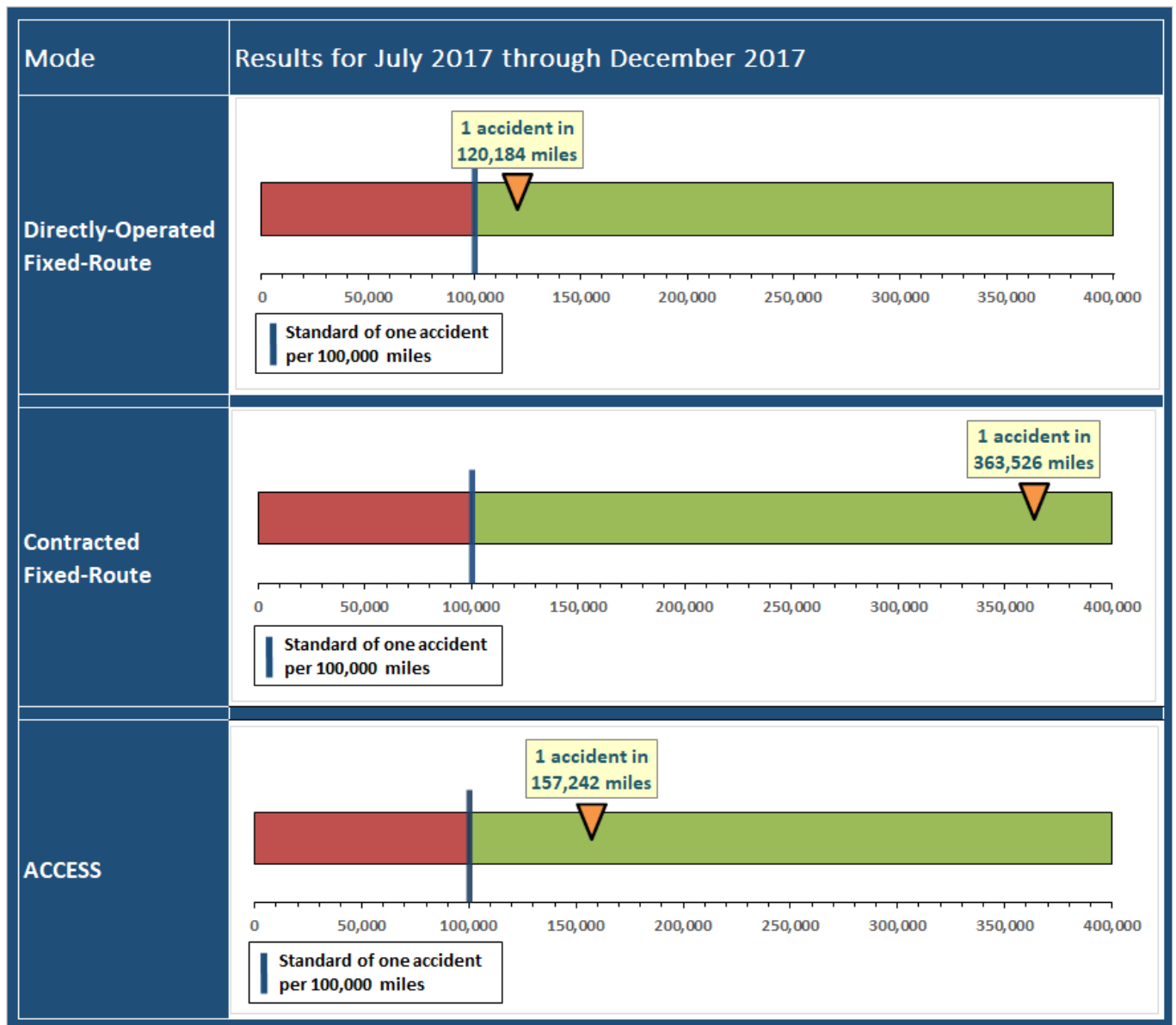
The Orange County Transportation Authority (OCTA) operates a countywide network of local, community, rail connector, and express bus routes serving over 5,000 bus stops. OCTA also operates federally-mandated paratransit service (ACCESS), a shared-ride program available for people unable to use the regular fixed-route bus service because of functional limitations. Fixed-route bus service operated by OCTA is referred to as directly-operated fixed-route (DOFR) service, while routes operated under contract are referred to as contracted fixed-route (CFR) service. The ACCESS program is a contract-operated demand-response service mandated by the Americans with Disabilities Act that is complementary to the fixed-route service and predominately accounts for the overall paratransit services operated by OCTA. These three services make up the bus transit system and are evaluated by the performance measurements summarized in this report.

This report tracks transit system safety, courtesy, and reliability in the areas of preventable vehicle accidents, customer complaints, on-time performance (OTP), and miles between road calls (MBRC). Along with these metrics, industry-standard measurements are tracked to assess OCTA transit operations; these measurements are ridership, productivity, farebox recovery ratio (FRR), and cost per revenue vehicle hour (RVH). Graphs accompany the details of each indicator showing the standards or goals and the values for the current reporting period. The following sections provide performance information for DOFR, CFR, and ACCESS services.

## Safety: Preventable Vehicle Accidents

Preventable vehicle accidents are counts of incidents concerning physical contact between vehicles used for public transit and other vehicles, objects, or pedestrians, where a coach operator failed to do everything reasonable to prevent the accident. Safety is a top priority in the delivery of public transit services. The safety standard for DOFR, CFR, and ACCESS services is no more than one vehicle accident per 100,000 miles.

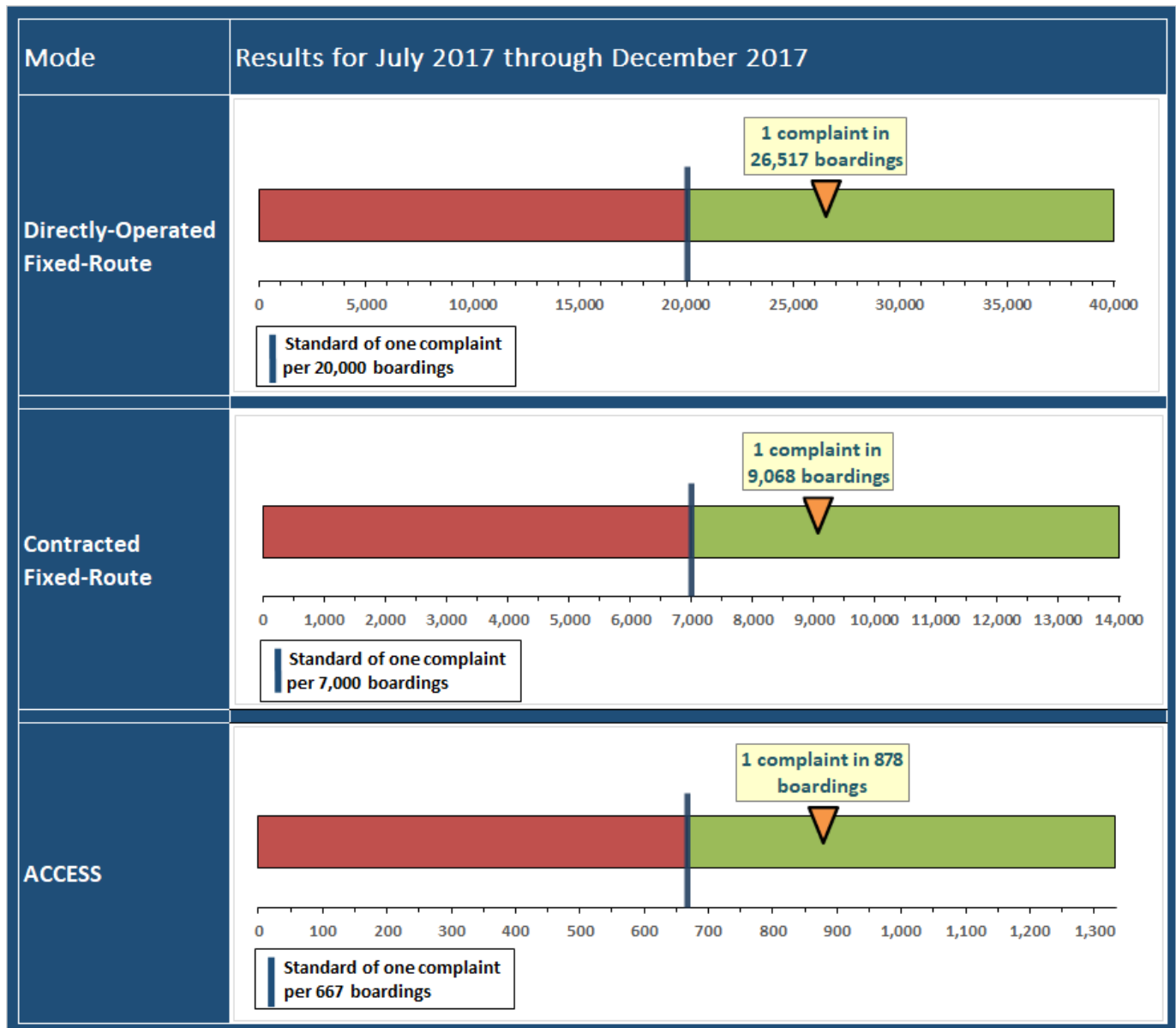
All three modes of service exceeded the safety standard through the second quarter of fiscal year (FY) 2017-18.



## Courtesy: Customer Complaints

Customer complaints are counts of incidents when a rider reports dissatisfaction with the service. The standard adopted by OCTA for DOFR service is no more than one customer complaint per 20,000 boardings; the contractual standard for CFR service is no more than one complaint per 7,000 boardings; and the contractual standard for ACCESS is no more than one complaint per 667 boardings.

All three modes of service exceeded the courtesy standard through the second quarter of FY 2017-18.



## **Reliability: On-Time Performance**

OTP is a measure of performance evaluating a revenue vehicle's adherence to a planned schedule. For fixed-route service, a trip is considered on-time if it departs the time-point no more than five minutes late. OCTA's system standard for OTP is 85 percent. For ACCESS service, OTP is a measure of performance evaluating a revenue vehicle's adherence to a scheduled pick-up time for transportation on a demand-response trip. A trip is considered on-time as long as the vehicle arrives within a 30-minute window. The ACCESS OTP standard is 94 percent.

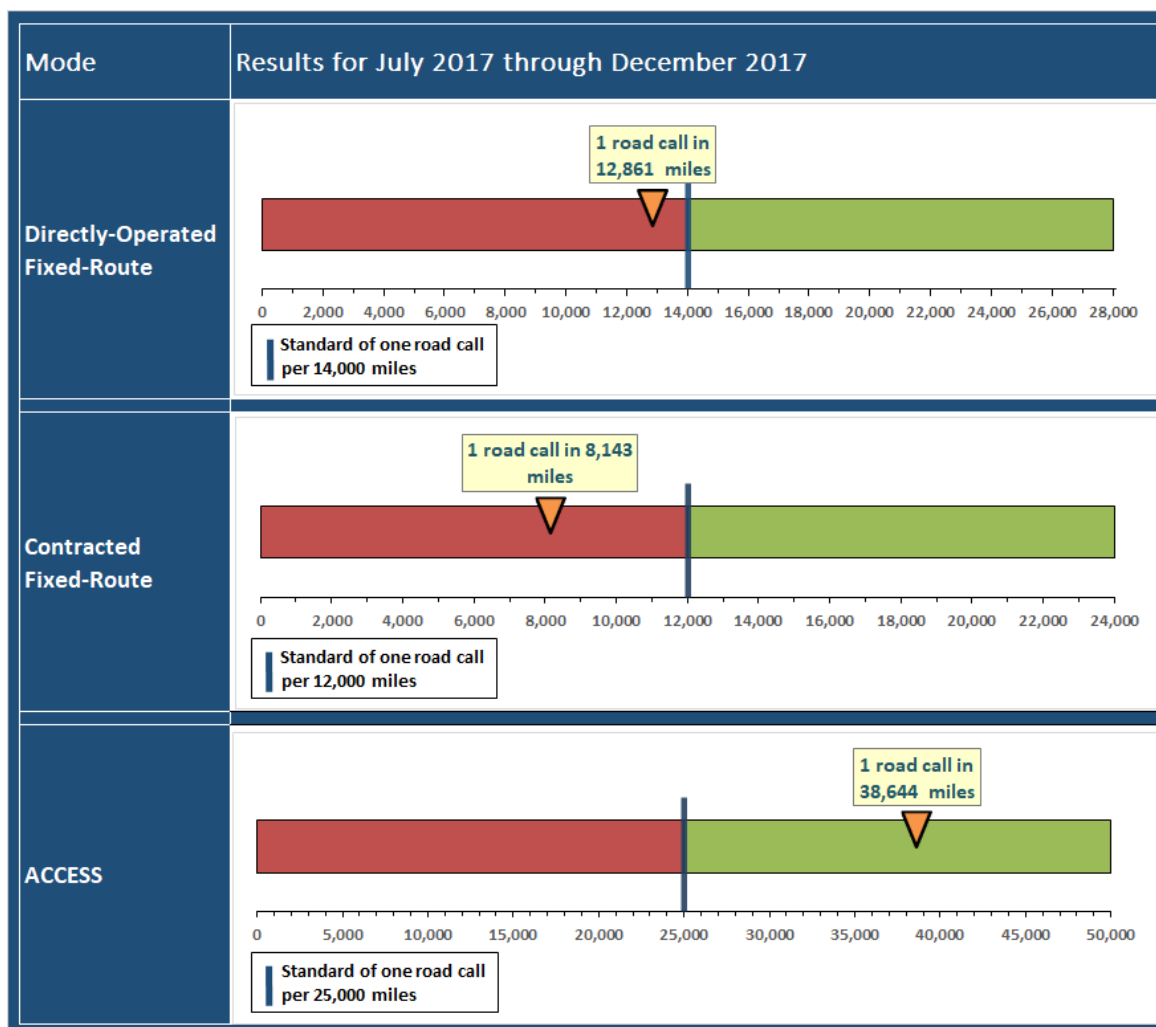
Through the second quarter of FY 2017-18, Systemwide Fixed-Route OTP was 84.1 percent, within one percent of the standard. This represents a 0.4 percent decrease from last quarter, but a 1.2 percent improvement over the same quarter last year. OTP for the DOFR service dropped by one-tenth of a percent from 84.7 percent to 84.6 percent, slightly below the 85 percent standard. OTP for CFR service decreased by seven-tenths of a percent compared to last quarter, ending the quarter at 83.4 percent. However, OTP remains 2.8 percent above the performance compared to the same quarter last year. OCTA staff continues to work closely with the contract operator to improve OTP. Several actions have been taken including: identifying low performing routes, enhanced management counseling with coach operators, and adding performance indicator standards to safety meeting agendas. ACCESS service operated at an OTP rate slightly above the standard, at 94.3 percent.



## Reliability: Miles Between Road Calls

MBRC is a vehicle reliability performance indicator that measures the average distance in miles that a transit vehicle travels before failure of a vital component forces removal of the vehicle from service. Valid mechanical road calls usually cause a delay in service. The standard adopted by OCTA for DOFR service is 14,000 MBRC; the contractual standard for CFR service is 12,000 MBRC; and the contractual standard for ACCESS is 25,000 MBRC.

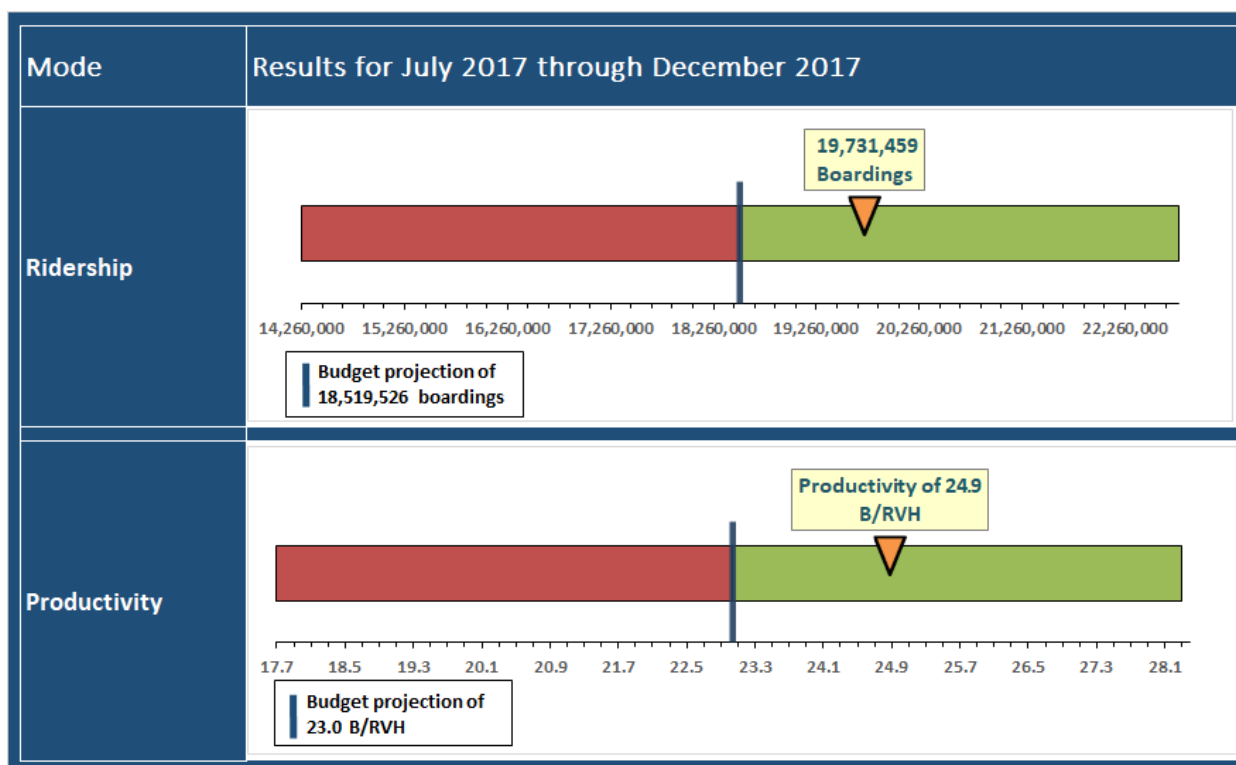
Through the second quarter of FY 2017-18, DOFR did not meet the standard for MBRC, performing at a rate of 12,861 vehicle miles between road calls, 5.4 percent lower than last quarter and 10.2 percent lower than the same time last year. A significant number of recent road calls are warranty related such as defective coolant sensors in the new buses. Staff tested two sensors and will continue to work with the manufacturer to replace the defective sensors as well as address other warranty related failures. CFR service improved by 0.7 percent over last quarter, but remains below the standard with 8,143 MBRC. The contractor's corporate management team is actively analyzing road calls data and service interruptions in an effort to improve miles between road call failures. The MBRC for ACCESS service came in at 38,644 miles, exceeding the standard.



## Ridership and Productivity – Fixed-Route

Ridership (or boardings) is the number of rides taken by passengers using public transit. It can be influenced by the weather, economy, and seasonal variations in demand. Productivity is an industry measure that counts the average number of boardings for each RVH that is operated. This metric is calculated by taking the boardings and dividing it by the number of RVH (B/RVH).

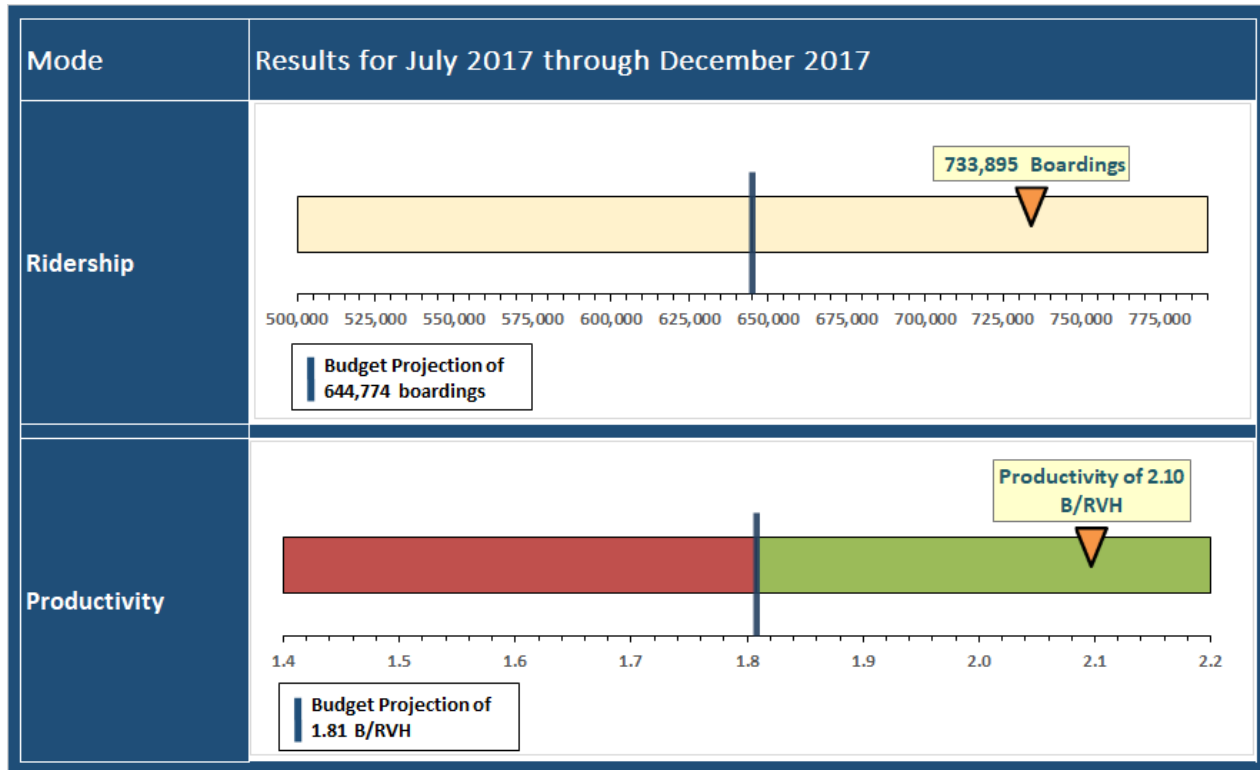
Through the second quarter of FY 2017-18, ridership and productivity for total fixed-route service exceeded the budgeted projection as the anticipated ridership decline appears to be slowing. Ridership was 6.5 percent higher than projected, consistent with the previous quarter, where ridership exceeded the projection by 7.0 percent. Productivity continues to exceed projections, currently at 24.9 boardings per RVH, the same as last quarter and 8.3 percent higher than anticipated. The actions taken as part of the OC Bus 360° Plan, primarily in October 2016, continue to have a positive and productive impact on the ridership trend.



## Ridership and Productivity – ACCESS

(Primary Service Provider & Supplemental Taxi)

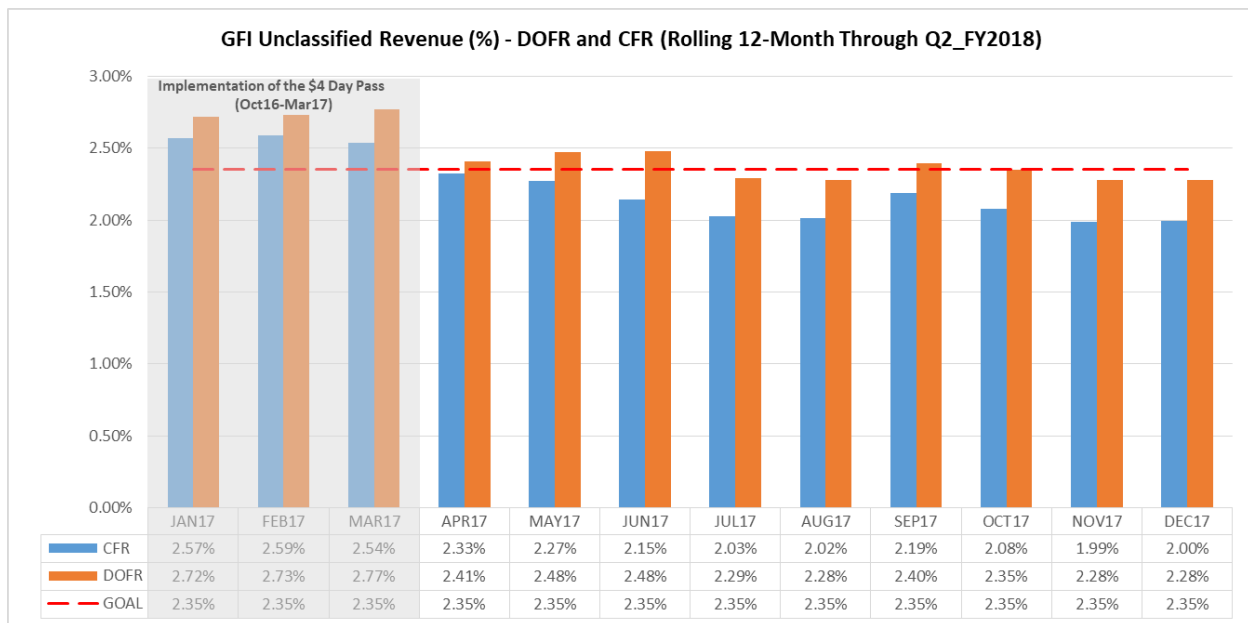
Through the second quarter of FY 2017-18, ridership and productivity for ACCESS service continue to exceed projections.





## Unclassified Revenue

Unclassified revenue, as reported here, is revenue collected on all OCTA bus service that is not properly recorded through the farebox. This can occur for several reasons, including overpayment of fare or the incorrect input of fare information by the operator. The OCTA monthly standard or threshold for unclassified revenue is 2.35 percent or less. In the chart below, the monthly unclassified revenue for the last 12 months is presented by operator type. Over the last quarter, the average unclassified revenue reported for the DOFR service was below the maximum at 2.30 percent, while the CFR service was well below the standard with an average unclassified revenue of 2.02 percent. Training campaigns are conducted at the DOFR bases as needed to review and remind operators to avoid unclassified revenue through better use of the farebox.



## Contractor Performance: Fixed-Route

Through the second quarter of FY 2017-18, the performance of CFR service was above standard for the measures of safety and courtesy. With respect to reliability, the performance of the contractor is below standard, but steadily improving. Table 1 below provides the penalties and incentives assessed to the contractor, by quarter. The paid incentives, a total of \$24,300, reflect the excellent performance related to safety and courtesy, while the penalties, a total of \$77,700, indicate the improvement still needed with respect to reliability. The net penalty paid by the contractor for the second quarter of FY 2017-18 is \$53,400. The total net penalty paid by the fixed-route contractor to date for the FY is \$125,400.

<b>Table 1: Performance Categories</b>	<b>FY18 Q1</b>	<b>FY18 Q2</b>	<b>FY18 Q3</b>	<b>FY18 Q4</b>	<b>FYTD 18</b>
On-Time Performance	\$ (1,000)	\$ (2,000)			\$ (3,000)
Valid Complaints: Per 7,000 boardings	\$ 8,900	\$ 9,300			\$ 18,200
Unreported Accident	\$ (15,000)	\$ (10,000)			\$ (25,000)
Accident Frequency Ratio	\$ 15,000	\$ 15,000			\$ 30,000
Key Positions	\$ -	\$ -			\$ -
CHP Terminal Inspections	\$ -	\$ -			\$ -
Reports	\$ -	\$ -			\$ -
Preventative Maintenance	\$ (26,900)	\$ (1,600)			\$ (28,500)
Road Calls	\$ (12,700)	\$ (12,100)			\$ (24,800)
Vehicle Damage: Per vehicle per day	\$ -	\$ -			\$ -
Missed Trips	\$ (40,000)	\$ (52,000)			\$ (92,000)
Prior Periods Adjustment	\$ (300)	\$ -			\$ (300)
<b>Total</b>	<b>\$ (72,000)</b>	<b>\$ (53,400)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (125,400)</b>

## Contractor Performance: ACCESS

(Primary Service Provider and Supplemental Taxi)

As presented in this report, the overall performance of the contractor providing ACCESS service through the second quarter of FY 2017-18 is above standard for all measures. Table 2 below lists, by quarter, the penalties assessed to the ACCESS service contractor as established in the agreement. For the second quarter of FY 2017-18, there were no incentives awarded to the Contractor, but \$42,200 of penalties were assessed for call center hold times, excessively late trips, and non-compliance with preventive maintenance-related requirements. The total net penalty paid by the ACCESS Contractor to date for the fiscal year is \$47,200.

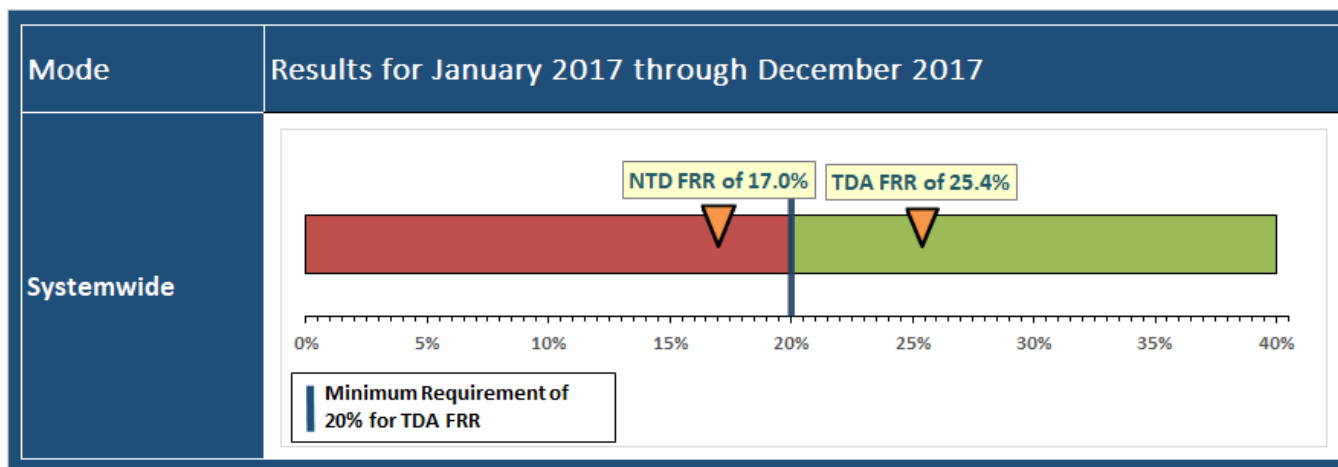
<b>Table 2: Performance Categories</b>	<b>FY18 Q1</b>	<b>FY18 Q2</b>	<b>FY18 Q3</b>	<b>FY18 Q4</b>	<b>FYTD 18</b>
Passenger Productivity	\$ -	\$ -			\$ -
On-Time Performance	\$ -	\$ -			\$ -
Customer Comments	\$ -	\$ -			\$ -
Call Center Hold Times	\$ -	\$ (15,000)			\$ (15,000)
Excessively Late Trips	\$ -	\$ (25,000)			\$ (25,000)
Missed Trips	\$ -	\$ -			\$ -
Unreported Accident	\$ (5,000)	\$ -			\$ (5,000)
Preventive Maintenance	\$ -	\$ (2,200)			\$ (2,200)
Road calls	\$ -	\$ -			\$ -
Reports	\$ -	\$ -			\$ -
Key Positions	\$ -	\$ -			\$ -
CHP Terminal Inspections	\$ -	\$ -			\$ -
Vehicle Damage	\$ -	\$ -			\$ -
Prior Periods Adjustment	\$ -	\$ -			\$ -
<b>Total</b>	<b>\$ (5,000)</b>	<b>\$ (42,200)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (47,200)</b>

## Farebox Recovery Ratio

FRR is a measure of the proportion of operating costs recovered by passenger fares, calculated by dividing the farebox revenue by total operating expenses. A minimum FRR of 20 percent for all service is required by the Transportation Development Act in order for transit agencies to receive the state sales tax available for public transit purposes.

In an effort to minimize seasonal fluctuations, data shown below reflects actuals over the last 12 months from January 2017 through December 2017.

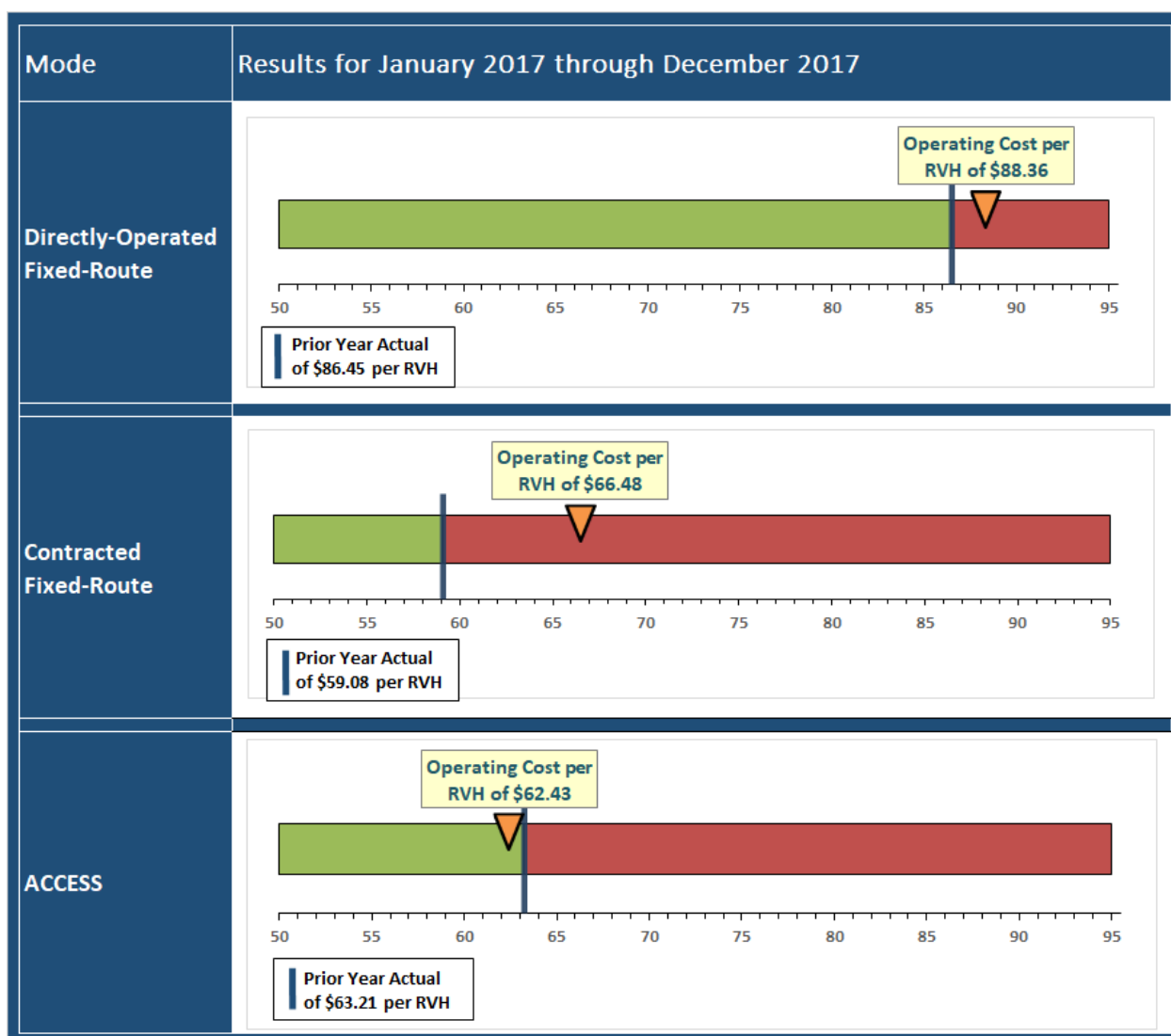
FRR, based on the National Transit Database definition in which only passenger fares are included under revenue, did not meet the 20 percent goal. However, as a result of the passage of Senate Bill No. 508 (SB 508), OCTA was able to adjust the FRR to include local funds. SB 508 states, “If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating cost required by this article, an operator may satisfy that requirement by supplementing its fare revenues with local funds. As used in this section, “local funds” means any non-federal or non-state grant funds or other revenue generated by, earned by, or distributed to an operator.” After incorporating property tax revenue, advertising revenue, and Measure M fare stabilization, the adjusted FRR was 25.4 percent.



## Operating Cost per Revenue Vehicle Hour

Cost per RVH is one of the industry standards used to measure the cost efficiency of transit service. It is derived by dividing operating expenses by RVH and comparing with the actuals from the previous year. In order to provide a more comparable illustration, all metrics below are calculated based on direct operating cost, which excludes capital, general administrative, and other overhead costs.

Similar to the FRR, the statistics below depict actuals over the last 12 months. Through the second quarter, ACCESS service operated at a lower cost per RVH than the same 12 months period of the prior year. DOFR and CFR service operated 2.2 percent and 12.5 percent higher than the prior year. This is primarily the result of a retroactive credit for calendar years 2015 and 2016 being applied from the Alternative Fuel Tax Credit received for the prior year. This caused a reduction of the prior year actual per RVH by \$4.39 on average. Another factor associated with the remaining increase in cost per RVH for CFR service was the increase in the contracted rate as included in First Transit, Inc., agreement for FY 2017-18. ACCESS service operated at a lower cost than prior year actuals for this measure.



## Performance Evaluation by Route

Continuing efforts are underway to better understand and address ridership trends. The OC Bus 360° Plan, approved by the Board of Directors in March 2016, and implemented over the last 19 months, included several strategies to stimulate fixed-route ridership. These strategies include targeted marketing, a discounted summer youth pass, development of a mobile ticketing application, re-branding the fixed-route fleet, and improved travel time through the use of express-type service on local routes. Major route adjustments were implemented in both June and October 2016 as part of the OC Bus 360° service plan. All adjustments to date under the plan were developed on the basis of route-level performance. Staff will continue to monitor the impact of these adjustments on ridership and productivity. Staff continues to consider other strategies to further improve service performance. Performance evaluation is important because it provides:

- A better understanding of where resources are being applied;
- A measure of how well services are being delivered;
- A measure of how well these services are used; and
- An objective basis for decisions regarding future service changes and service deployment.

The tables on the following pages summarize route-level performance through the second quarter FY 2017-18. The first three tables present the route-level performance sorted by routes with the highest net subsidy per boarding to routes with a lower net subsidy per boarding, and the remaining three tables present the same information sorted by routes that have the highest boardings to routes with a lower level of boardings.

A route guide listing all of the routes and their points of origins and destinations is provided on page 19 of this report. Route types are grouped by route numbers as follows:

- Routes 1 to 99: Local routes
- Routes 100 to 199: Community routes
- Routes 200 to 299: Intra-county express routes
- Routes 400 to 499: Stationlink routes
- Routes 500 to 599: Bravo! routes
- Routes 600 to 699: Seasonal routes (these are not included on the following charts)
- Routes 700 to 799: Inter-county express routes



**OCTA Operating Statistics By Route for Local and Community Services (Sort by Subsidy per Boarding)**  
Fiscal Year 2017-18 Through Q2

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
021	N	8.8%	\$ 11.44	\$ 5.97	\$ 4.05	\$ 1.42	\$ 0.97	35,251	\$ 108.15	\$ 67.78	\$ 7.86	9.85	3,580	3	-	-
001	S	9.3%	9.49	5.64	3.42	0.43	0.93	311,057	139.48	88.81	8.42	13.98	22,257	8	-	-
178	C	10.0%	8.90	4.72	3.12	1.06	0.87	63,122	101.85	66.31	7.96	11.70	5,396	4	-	-
153	N	10.8%	8.75	4.96	3.28	0.51	0.99	65,564	99.06	65.85	7.80	10.73	6,109	2	-	-
076	C	10.3%	8.50	4.87	2.95	0.68	0.89	48,859	130.74	82.42	11.12	14.99	3,259	2	-	-
085	S	11.7%	8.40	4.58	3.10	0.72	1.02	46,448	99.94	65.95	8.04	11.48	4,045	2	-	-
167	C	11.1%	7.82	4.17	2.75	0.90	0.87	93,025	99.88	65.91	8.38	12.82	7,257	5	-	-
087	S	12.7%	7.66	4.12	2.79	0.75	1.01	44,354	101.31	66.37	6.86	12.80	3,465	2	-	-
177	S	14.0%	7.39	4.05	2.68	0.66	1.10	50,642	99.14	65.85	7.71	12.66	4,000	2	-	-
086	C	12.8%	6.74	3.64	2.47	0.63	0.90	79,207	99.57	65.92	7.68	14.21	5,576	3	-	-
079	C	11.1%	6.57	3.63	2.46	0.48	0.76	209,969	99.55	65.85	8.74	14.55	14,432	6	-	-
083	C	13.6%	6.46	3.81	2.31	0.34	0.96	341,319	139.61	88.79	7.74	19.73	17,297	7	-	-
024	N	14.7%	6.23	3.41	2.31	0.51	0.99	65,534	98.67	65.67	7.94	14.71	4,457	2	-	-
143	N	15.7%	5.80	3.29	2.17	0.34	1.02	96,722	99.19	65.79	8.77	15.30	6,322	2	-	-
560	C	14.5%	5.77	3.24	1.97	0.56	0.88	388,763	140.44	88.69	11.77	23.06	16,861	13	-	-
090	S	17.7%	5.54	2.86	1.94	0.74	1.03	158,230	107.95	67.78	7.02	18.48	8,560	7	-	-
072	C	16.0%	5.47	3.19	1.93	0.35	0.97	239,931	131.61	83.12	10.47	21.60	11,108	5	-	-
091	S	18.7%	5.37	2.96	2.01	0.40	1.15	205,873	101.62	66.47	6.99	16.62	12,384	5	-	-
037	N	15.9%	5.35	3.12	1.89	0.34	0.95	536,846	153.02	96.63	11.22	25.68	20,908	11	-	-
071	N	16.7%	5.34	2.93	1.88	0.43	0.98	347,111	100.41	66.10	8.01	17.04	20,376	9	-	-
150	C	17.8%	5.28	2.74	1.81	0.73	0.99	91,043	102.63	66.34	10.13	18.52	4,916	4	-	-
129	N	17.9%	5.24	2.89	1.91	0.44	1.05	112,801	105.67	66.99	7.83	18.10	6,233	3	-	-
056	N	15.6%	5.20	3.04	1.84	0.32	0.90	206,793	131.36	82.82	12.19	22.74	9,093	4	-	-
059	C	17.7%	5.14	2.74	1.86	0.54	0.99	276,721	106.19	67.18	8.47	19.00	14,564	9	-	-
054	N	16.7%	5.13	2.99	1.81	0.33	0.96	604,625	139.12	87.71	12.30	24.15	25,034	12	-	-
050	N	15.6%	5.13	2.97	1.80	0.36	0.88	602,664	137.76	86.97	12.02	24.40	24,701	10	-	2
026	N	16.6%	5.09	2.81	1.90	0.38	0.94	219,738	100.11	65.88	9.97	17.72	12,398	5	-	-
055	C	18.5%	5.09	2.91	1.76	0.42	1.06	679,572	135.78	85.65	11.98	23.69	28,681	17	-	-
082	S	22.0%	5.04	2.34	1.59	1.11	1.11	45,215	111.50	68.48	7.76	22.15	2,041	3	-	-
025	N	20.1%	4.65	2.44	1.66	0.55	1.03	213,297	100.53	66.11	8.32	19.59	10,887	7	-	-
089	S	19.9%	4.55	2.50	1.69	0.36	1.04	184,083	100.96	66.22	7.86	19.29	9,541	4	-	-
543	N	19.6%	4.27	2.44	1.48	0.35	0.96	574,261	138.63	87.57	11.85	28.47	20,172	12	-	-
030	N	18.9%	4.26	2.33	1.58	0.35	0.91	333,880	99.49	65.93	7.69	20.63	16,184	7	-	-
029	N	20.0%	4.23	2.41	1.46	0.36	0.97	1,009,671	139.07	87.83	11.86	28.68	35,199	8	-	9
070	C	21.0%	4.13	2.19	1.49	0.45	0.98	479,183	105.02	67.10	8.40	22.54	21,255	13	-	-
047	C	21.3%	4.09	2.36	1.43	0.30	1.03	1,098,959	138.62	87.46	12.18	28.75	38,230	20	-	-
035	N	20.8%	3.91	2.05	1.39	0.47	0.91	421,527	104.88	66.87	8.69	24.10	17,488	12	-	-
057	C	21.6%	3.76	2.15	1.30	0.31	0.95	1,081,554	149.88	94.65	12.94	34.05	31,762	8	-	8
033	N	20.1%	3.76	2.09	1.42	0.25	0.88	198,701	99.66	65.92	8.07	22.67	8,764	3	-	-
053X	C	21.7%	3.69	2.14	1.29	0.26	0.95	320,765	124.08	78.07	11.84	28.33	11,324	5	-	-
046	N	23.6%	3.67	1.88	1.28	0.51	0.98	328,567	100.05	65.99	8.63	24.17	13,597	10	-	-
043	N	23.7%	3.47	2.01	1.22	0.24	1.00	1,067,457	142.06	89.45	13.12	33.62	31,752	6	-	6
060	C	22.1%	3.31	1.95	1.18	0.18	0.89	1,004,420	135.10	85.32	11.79	33.53	29,953	11	-	-
057X	C	24.4%	3.22	1.80	1.09	0.33	0.93	572,744	124.30	78.30	11.02	32.46	17,645	5	-	4
053	C	23.8%	3.22	1.88	1.14	0.20	0.94	735,441	138.17	87.05	14.76	34.82	21,120	9	-	-
038	N	24.5%	3.19	1.70	1.15	0.34	0.93	595,963	101.47	66.33	8.27	26.81	22,229	12	-	-
066	C	26.2%	2.98	1.72	1.04	0.22	0.98	1,064,061	135.32	85.31	12.66	36.19	29,406	14	-	-
042	N	26.1%	2.78	1.53	1.04	0.21	0.91	810,665	101.47	66.28	9.08	29.24	27,721	10	-	-
064	C	26.9%	2.69	1.56	0.95	0.18	0.92	817,352	137.51	86.64	14.18	40.05	20,406	9	-	-
064X	C	28.7%	2.46	1.43	0.87	0.16	0.93	313,234	124.08	78.07	11.82	38.55	8,126	3	-	-

(1) Total bus count (520) is based on PM weekday equipment requirements.

(2) Bus count for routes 53X, 57X and 64X are estimated based on total route 53, 57 and 64 equipment requirements.

(3) C under Zone is Central County, N is North County and S is South County.



**OCTA Operating Statistics By Route for Express Service (Sort by Subsidy per Boarding)**  
Fiscal Year 2017-18 Through Q2

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
216	S	0.9%	104.89	\$ 41.69	\$ 38.00	\$ 25.20	\$ 0.75	567	\$ 154.04	\$ 89.17	\$ 6.84	1.91	296	-	-	1
211	C	1.6%	47.00	20.02	18.25	8.73	0.63	9,550	108.05	65.73	6.31	2.78	3,438	5	-	-
212	S	2.0%	44.78	17.80	16.23	10.75	0.69	2,658	136.03	77.71	6.95	3.92	678	-	-	2
721	N	5.0%	40.44	22.91	13.17	4.36	1.91	11,468	201.43	129.53	7.65	5.30	2,163	3	-	-
213	N	2.2%	37.05	14.80	13.49	8.76	0.62	7,614	125.25	70.43	7.14	4.33	1,758	4	-	-
701	C	5.9%	33.79	18.29	10.51	4.99	1.79	10,020	243.71	156.47	10.11	7.97	1,258	3	-	-
794	C	10.8%	31.28	13.04	11.89	6.35	3.03	15,742	162.37	101.23	6.18	5.81	2,711	6	-	-
206	C	3.9%	28.87	10.57	9.64	8.66	0.81	5,774	140.61	79.72	7.04	6.69	863	3	-	-

(1) Total bus count (520) is based on PM weekday equipment requirements.

(2) C under Zone is Central County, N is North County and S is South County.



**OCTA Operating Statistics By Route for Stationlink Service (Sort by Subsidy per Boarding)**  
Fiscal Year 2017-18 Through Q2

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
463	C	4.3%	20.79	8.01	8.01	4.77	0.72	13,964	133.63	76.17	12.39	7.98	1,749	4	-	-
480	C	10.2%	9.86	3.70	3.70	2.46	0.84	13,569	131.63	75.87	11.34	15.95	851	2	-	-
454	N	12.9%	9.00	2.96	2.96	3.08	0.87	21,668	139.91	76.99	18.41	20.58	1,053	4	-	-
462	C	11.4%	8.87	3.32	3.32	2.23	0.86	14,932	128.52	74.87	17.81	17.13	871	2	-	-
453	N	11.6%	8.75	3.27	3.27	2.21	0.86	15,103	135.85	76.56	20.58	18.35	823	2	-	-
472	C	12.5%	8.63	2.91	2.91	2.81	0.84	17,781	127.64	75.02	10.38	19.16	928	3	-	-
473	C	12.7%	7.96	2.79	2.80	2.37	0.81	21,113	134.42	75.99	12.51	20.99	1,006	3	-	-

(1) Total bus count (520) is based on PM weekday equipment requirements.

(2) Routes 411, 430 and 490 removed due to elimination of the routes during October service change. This accounts for roughly 4.8K boardings and 1K RVH in FY 2018.

(3) C under Zone is Central County, N is North County and S is South County.





**OCTA Operating Statistics By Route for Local and Community Services (Sort by Boardings)**  
Fiscal Year 2017-18 Through Q2

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
047	C	21.3%	\$ 4.09	\$ 2.36	\$ 1.43	\$ 0.30	\$ 1.03	1,098,959	\$ 138.62	\$ 87.46	\$ 12.18	28.75	38,230	20	-	-
057	C	21.6%	3.76	2.15	1.30	0.31	0.95	1,081,554	149.88	94.65	12.94	34.05	31,762	8	-	8
043	N	23.7%	3.47	2.01	1.22	0.24	1.00	1,067,457	142.06	89.45	13.12	33.62	31,752	6	-	6
066	C	26.2%	2.98	1.72	1.04	0.22	0.98	1,064,061	135.32	85.31	12.66	36.19	29,406	14	-	-
029	N	20.0%	4.23	2.41	1.46	0.36	0.97	1,009,671	139.07	87.83	11.86	28.68	35,199	8	-	9
060	C	22.1%	3.31	1.95	1.18	0.18	0.92	1,004,420	135.10	85.32	11.79	33.53	29,953	11	-	-
064	C	26.9%	2.69	1.56	0.95	0.18	0.92	817,352	137.51	86.64	14.18	40.05	20,406	9	-	-
042	N	26.1%	2.78	1.53	1.04	0.21	0.91	810,665	101.47	66.28	9.08	29.24	27,721	10	-	-
053	C	23.8%	3.22	1.88	1.14	0.20	0.94	735,441	138.17	87.05	14.76	34.82	21,120	9	-	-
055	C	18.5%	5.09	2.91	1.76	0.42	1.06	679,572	135.78	85.65	11.98	23.69	28,681	17	-	-
054	N	16.7%	5.13	2.99	1.81	0.33	0.96	604,625	139.12	87.71	12.30	24.15	25,034	12	-	-
050	N	15.6%	5.13	2.97	1.80	0.36	0.88	602,664	137.76	86.97	12.02	24.40	24,701	10	-	2
038	N	24.5%	3.19	1.70	1.15	0.34	0.93	595,963	101.47	66.33	8.27	26.81	22,229	12	-	-
543	N	19.6%	4.27	2.44	1.48	0.35	0.96	574,261	138.63	87.57	11.85	28.47	20,172	12	-	-
057X	C	24.4%	3.22	1.80	1.09	0.33	0.93	572,744	124.30	78.30	11.02	32.46	17,645	5	-	4
037	N	15.9%	5.35	3.12	1.89	0.34	0.95	536,846	153.02	96.63	11.22	25.68	20,908	11	-	-
070	C	21.0%	4.13	2.19	1.49	0.45	0.98	479,183	105.02	8.40	8.40	22.54	21,255	13	-	-
035	N	20.8%	3.91	2.05	1.39	0.47	0.91	421,527	104.88	66.87	8.69	24.10	17,488	12	-	-
560	C	14.5%	5.77	3.24	1.97	0.56	0.88	388,763	140.44	88.69	11.77	23.06	16,861	13	-	-
071	N	16.7%	5.34	2.93	1.98	0.43	0.98	347,111	100.41	66.10	8.01	17.04	20,376	9	-	-
083	C	13.6%	6.46	3.81	2.31	0.34	0.96	341,319	139.61	88.79	7.74	19.73	17,297	7	-	-
030	N	18.9%	4.26	2.33	1.58	0.35	0.91	333,880	99.49	65.93	7.69	20.63	16,184	7	-	-
046	N	23.6%	3.67	1.88	1.28	0.51	0.98	328,567	100.05	65.99	8.63	24.17	13,597	10	-	-
053X	C	21.7%	3.69	2.14	1.29	0.26	0.95	320,765	124.08	78.07	11.84	28.33	11,324	5	-	-
064X	C	28.7%	2.46	1.43	0.87	0.16	0.93	313,234	124.08	78.07	11.82	38.55	8,126	3	-	-
001	S	9.3%	9.49	5.64	3.42	0.43	0.93	311,057	139.48	88.81	8.42	13.98	22,257	8	-	-
059	C	17.7%	5.14	2.74	1.86	0.54	0.99	276,721	106.19	67.18	8.47	19.00	14,564	9	-	-
072	C	16.0%	5.47	3.19	1.93	0.35	0.97	239,931	131.61	83.12	10.47	21.60	11,108	5	-	-
026	N	16.6%	5.09	2.81	1.90	0.38	0.94	219,738	100.11	65.88	9.97	17.72	12,398	5	-	-
025	N	20.1%	4.65	2.44	1.66	0.55	1.03	213,297	100.53	66.11	8.32	19.59	10,887	7	-	-
079	C	11.1%	6.57	3.63	2.46	0.48	0.76	209,959	99.55	65.85	8.74	14.55	14,432	6	-	-
056	N	15.6%	5.20	3.04	1.84	0.32	0.90	206,793	131.38	82.82	12.19	22.74	9,093	4	-	-
091	S	18.7%	5.37	2.96	2.01	0.40	1.15	205,873	101.62	66.47	6.99	16.62	12,384	5	-	-
033	N	20.1%	3.76	2.09	1.42	0.25	0.88	198,701	99.66	65.92	8.07	22.67	8,764	3	-	-
089	S	19.9%	4.55	2.50	1.69	0.36	1.04	184,083	100.96	66.22	7.86	19.29	9,541	4	-	-
090	S	17.7%	5.54	2.86	1.94	0.74	1.03	158,230	107.95	67.78	7.02	18.48	8,560	7	-	-
129	N	17.9%	5.24	2.89	1.91	0.44	1.05	112,801	105.67	66.99	7.83	18.10	6,233	3	-	-
143	N	15.7%	5.80	3.29	2.17	0.34	1.02	96,722	99.19	65.79	8.77	15.30	6,322	2	-	-
167	C	11.1%	7.82	4.17	2.75	0.90	0.89	93,025	99.88	65.91	8.38	12.82	7,257	5	-	-
150	C	17.8%	5.28	2.74	1.81	0.73	0.97	91,043	102.63	66.34	10.13	18.52	4,916	4	-	-
086	C	12.8%	6.74	3.64	2.47	0.63	0.90	79,207	99.57	65.92	7.68	14.21	5,576	3	-	-
153	N	10.8%	8.75	4.96	3.28	0.51	0.99	65,564	99.06	65.85	7.80	10.73	6,109	2	-	-
024	N	14.7%	6.23	3.41	2.31	0.51	0.99	65,534	98.67	65.67	7.94	14.71	4,457	2	-	-
178	C	10.0%	8.90	4.72	3.12	1.06	0.87	63,122	101.85	66.31	7.96	11.70	5,396	4	-	-
177	S	14.0%	7.39	4.05	2.68	0.66	1.10	50,642	99.14	65.85	7.71	12.66	4,000	2	-	-
076	C	10.3%	8.50	4.87	2.95	0.68	0.89	48,859	130.74	82.42	11.12	14.99	3,259	2	-	-
085	S	11.7%	8.40	4.58	3.10	0.72	1.02	46,448	99.94	65.95	8.04	11.48	4,045	2	-	-
082	S	22.0%	5.04	2.34	1.59	1.11	1.11	45,215	111.50	68.48	7.76	22.15	2,041	3	-	-
087	S	12.7%	7.66	4.12	2.79	0.75	1.01	44,354	101.31	66.37	6.86	12.80	3,465	2	-	-
021	N	8.8%	11.44	5.97	4.05	1.42	0.97	35,251	108.15	67.78	7.86	9.85	3,580	3	-	-

(1) Total bus count (520) is based on PM weekday equipment requirements.

(2) Bus count for routes 53X, 57X and 64X are estimated based on total route 53, 57 and 64 equipment requirements.

(3) C under Zone is Central County, N is North County and S is South County.



**OCTA Operating Statistics By Route for Express Service (Sort by Boardings)**  
Fiscal Year 2017-18 Through Q2

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
794	C	10.8%	\$ 31.28	\$ 13.04	\$ 11.89	\$ 6.35	\$ 3.03	15,742	\$ 162.37	\$ 101.23	\$ 6.18	5.81	2,711	6	-	-
721	N	5.0%	40.44	22.91	13.17	4.36	1.91	11,468	201.43	129.53	7.65	5.30	2,163	3	-	-
701	C	5.9%	33.79	18.29	10.51	4.99	1.79	10,020	243.71	156.47	10.11	7.97	1,258	3	-	-
211	C	1.6%	47.00	20.02	18.25	8.73	0.63	9,550	108.05	65.73	6.31	2.78	3,438	5	-	-
213	N	2.2%	37.05	14.80	13.49	8.76	0.62	7,614	125.25	70.43	7.14	4.33	1,758	4	-	-
206	C	3.9%	28.87	10.57	9.64	8.66	0.81	5,774	140.61	79.72	7.04	6.69	863	3	-	-
212	S	2.0%	44.78	17.80	16.23	10.75	0.69	2,658	136.03	77.71	6.95	3.92	678	-	2	-
216	S	0.9%	104.89	41.69	38.00	25.20	0.75	567	154.04	89.17	6.84	1.91	296	-	1	-

(1) Total bus count (520) is based on PM weekday equipment requirements.

(2) C under Zone is Central County, N is North County and S is South County.



**OCTA Operating Statistics By Route for Stationlink Service (Sort by Boardings)**  
Fiscal Year 2017-18 Through Q2

Route	Zone	Farebox	Subsidy per Boarding	Direct Subsidy	Indirect Subsidy	"Capital Subsidy" Per Boarding	Revenue per Boarding	Boardings	CostVSH	Direct CostVSH	CostVSM	BoardVSH	VSH	Bus Count		
														40 FT	32 FT	60 FT
454	N	12.9%	\$ 9.00	\$ 2.96	\$ 2.96	\$ 3.08	\$ 0.87	21,668	\$ 139.91	\$ 76.99	\$ 18.41	20.58	1,053	4	-	-
473	C	12.7%	7.96	2.79	2.80	2.37	0.81	21,113	134.42	75.99	12.51	20.99	1,006	3	-	-
472	C	12.5%	8.63	2.91	2.91	2.81	0.84	17,781	127.64	75.02	10.38	19.16	928	3	-	-
453	N	11.6%	8.75	3.27	3.27	2.21	0.86	15,103	135.85	76.56	20.58	18.35	823	2	-	-
462	C	11.4%	8.87	3.32	3.32	2.23	0.86	14,932	128.52	74.87	17.81	17.13	871	2	-	-
463	C	4.3%	20.79	8.01	8.01	4.77	0.72	13,964	133.63	76.17	12.39	7.98	1,749	4	-	-
480	C	10.2%	9.86	3.70	3.70	2.46	0.84	13,569	131.63	75.87	11.34	15.95	851	2	-	-

(1) Total bus count (520) is based on PM weekday equipment requirements.

(2) Routes 411, 430 and 490 removed due to elimination of the routes during October service change. This accounts for roughly 4.8K boardings and 1K RVH in FY 2018.

(3) C under Zone is Central County, N is North County and S is South County.

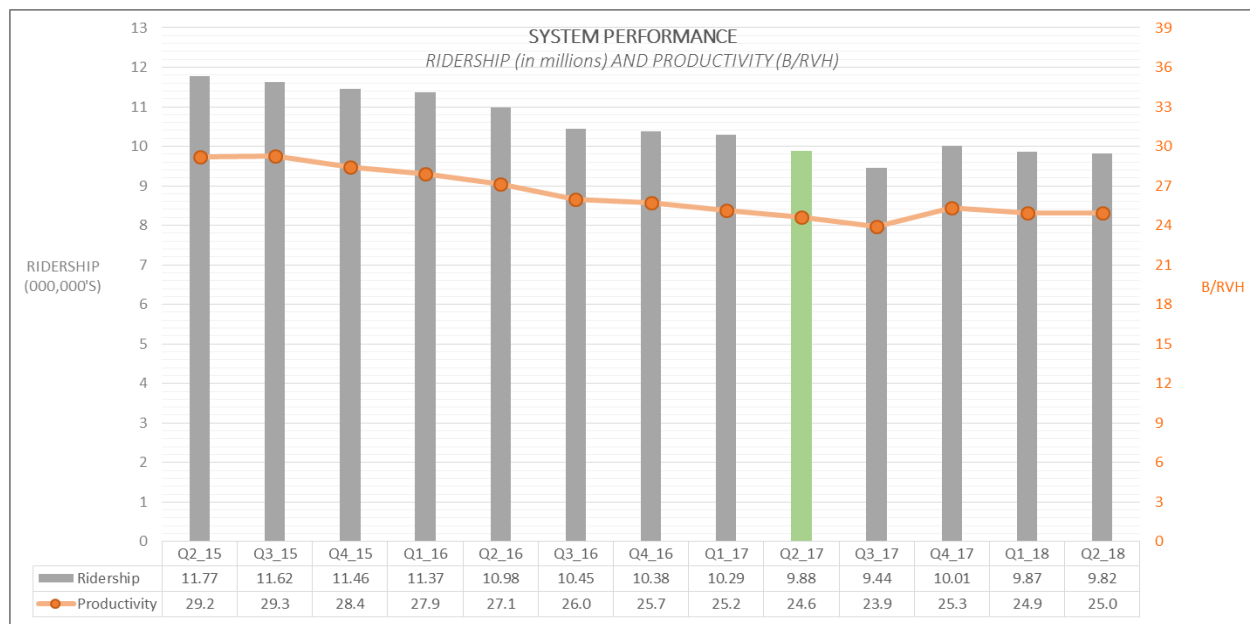
## Route Reference Table

Route	Route Description	Main Street	Route Category
1	Long Beach - San Clemente	via Pacific Coast Hwy	LOCAL
21	Buena Park - Sunset Beach	via Valley View St/ Bolsa Chica Rd	LOCAL
24	Buena Park - Orange	via Malvern Ave/ Chapman Ave/ Tustin Ave	LOCAL
25	Fullerton - Huntington Beach	via Knott Ave/ Goldenwest St	LOCAL
26	Fullerton - Placentia	via Commonwealth Ave/ Yorba Linda Blvd	LOCAL
29	La Habra - Huntington Beach	via Beach Blvd	LOCAL
30	Cerritos - Anaheim	via Orangethorpe Ave	LOCAL
33	Fullerton - Huntington Beach	via Magnolia St	LOCAL
35	Fullerton - Costa Mesa	via Brookhurst St	LOCAL
37	La Habra - Fountain Valley	via Euclid St	LOCAL
38	Lakewood - Anaheim Hills	via Del Amo Blvd/ La Palma Ave	LOCAL
42	Seal Beach - Orange	via Seal Beach Blvd/ Los Alamitos Blvd/ Lincoln Ave	LOCAL
43	Fullerton - Costa Mesa	via Harbor Blvd	LOCAL
46	Los Alamitos - Orange	via Ball Road/ Taft Ave	LOCAL
47	Fullerton - Balboa	via Anaheim Blvd/ Fairview St	LOCAL
50	Long Beach - Orange	via Katella Ave	LOCAL
53/53X	Anaheim - Irvine	via Main St	LOCAL
54	Garden Grove - Orange	via Chapman Ave	LOCAL
55	Santa Ana - Newport Beach	via Standard Ave/ Bristol St/ Fairview St/ 17th St	LOCAL
56	Garden Grove - Orange	via Garden Grove Blvd	LOCAL
57/57X	Brea - Newport Beach	via State College Blvd/ Bristol St	LOCAL
59	Anaheim - Irvine	via Kraemer Blvd/ Glassell St/ Grand Ave/ Von Karman Ave	LOCAL
60	Long Beach - Tustin	via Westminster Ave/ 17th St	LOCAL
64/64X	Huntington Beach - Tustin	via Bolsa Ave/ 1st St	LOCAL
66	Huntington Beach - Irvine	via McFadden Ave/ Walnut Ave	LOCAL
70	Sunset Beach - Tustin	via Edinger Ave	LOCAL
71	Yorba Linda - Newport Beach	via Tustin Ave/ Red Hill Ave/ Newport Blvd	LOCAL
72	Sunset Beach - Tustin	via Warner Ave	LOCAL
76	Huntington Beach - John Wayne Airport	via Talbert Ave/ MacArthur Blvd	LOCAL
79	Tustin - Newport Beach	via Bryan Ave/ Culver Dr/ University Ave	LOCAL
82	Foothill Ranch - Rancho Santa Margarita	via Portola Pkwy/ Santa Margarita Pkwy	LOCAL
83	Anaheim - Laguna Hills	via 5 Fwy/ Main St	LOCAL
85	Mission Viejo - Laguna Niguel	via Marguerite Pkwy/ Crown Valley Pkwy	LOCAL
86	Costa Mesa - Mission Viejo	via Alton Pkwy/ Jeronimo Rd	LOCAL
87	Rancho Santa Margarita - Laguna Niguel	via Alicia Pkwy	LOCAL
89	Mission Viejo - Laguna Beach	via El Toro Rd/ Laguna Canyon Rd	LOCAL
90	Tustin - Dana Point	via Irvine Center Dr/ Moulton Pkwy/ Golden Lantern St	LOCAL
91	Laguna Hills - San Clemente	via Paseo de Valencia/ Camino Capistrano/ Del Obispo St	LOCAL
129	La Habra - Anaheim	via La Habra Blvd/ Brea Blvd/ Birch St/ Kraemer Blvd	COMMUNITY
143	La Habra - Brea	via Whittier Blvd/ Harbor Blvd/ Brea Blvd/ Birch St	COMMUNITY
150	Santa Ana - Costa Mesa	via Fairview St/ Flower St	COMMUNITY
153	Brea - Anaheim	via Placentia Ave	COMMUNITY
167	Orange - Irvine	via Irvine Ave/ Hewes St/ Jeffrey Rd	COMMUNITY
177	Foothill Ranch - Laguna Hills	via Lake Forest Dr/ Muirlands Blvd/ Los Alisos Blvd	COMMUNITY
178	Huntington Beach - Irvine	via Adams Ave/ Birch St/ Campus Dr	COMMUNITY
206	Santa Ana - Lake Forest Express	via 5 Fwy	EXPRESS BUS
211	Huntington Beach - Irvine Express	via 405 Fwy	EXPRESS BUS
212	Irvine - San Juan Capistrano Express	via 405 Fwy	EXPRESS BUS
213	Brea - Irvine Express	via 55 Fwy	EXPRESS BUS
216	San Juan Capistrano - Costa Mesa Express	via 405 Fwy	EXPRESS BUS
453	Orange Transportation Center - St. Joseph's Hospital	via Chapman Ave/ Main St/ La Veta Ave	STATIONLINK
454	Orange Transportation Center - Garden Grove	via Chapman Ave/ Metropolitan Dr	STATIONLINK
462	Santa Ana Regional transportation Center - Civic Center	via Santa Ana Blvd/ Civic Center Dr	STATIONLINK
463	Santa Ana Regional transportation Center - Hutton Centre	via Grand Ave	STATIONLINK
472	Tustin Metrolink Station - Irvine Business Complex	via Edinger Ave/ Red Hill Ave/ Campus Dr/ Jamboree Rd	STATIONLINK
473	Tustin Metrolink Station - U.C.I.	via Edinger Ave/ Harvard Ave	STATIONLINK
480	Irvine Metrolink Station - Lake Forest	via Alton Pkwy/ Bake Pkwy/ Lake Forest Dr	STATIONLINK
543	Fullerton Transportation Center - Santa Ana	via Harbor Blvd	BRAVO
560	Santa Ana - Long Beach	via 17th St/ Westminster Blvd	BRAVO
701	Huntington Beach - Los Angeles Express	via 405 Fwy/ 605 Fwy/ 105 Fwy/ 110 Fwy	EXPRESS BUS
721	Fullerton - Los Angeles Express	via 110 Fwy/ 91 Fwy	EXPRESS BUS
794	Riverside / Corona - South Coast Metro Express	via 91 Fwy/ 55 Fwy	EXPRESS BUS

## OC Bus 360° Plan: Performance to Date

The last series of approved bus service changes under the OC 360° Bus Plan were implemented in October 2016. Provided below is a series of charts that show overall system performance over the last 13 quarters and the impact of the route adjustments implemented in October 2016 (*marked by green bar on all charts*). In this review, performance is measured by change in average weekday boardings for routes that were improved and average boardings per revenue vehicle hour (B/RVH) for routes that were reduced. This analysis is necessary and on-going to gauge the effectiveness of the recommended changes and overall plan.

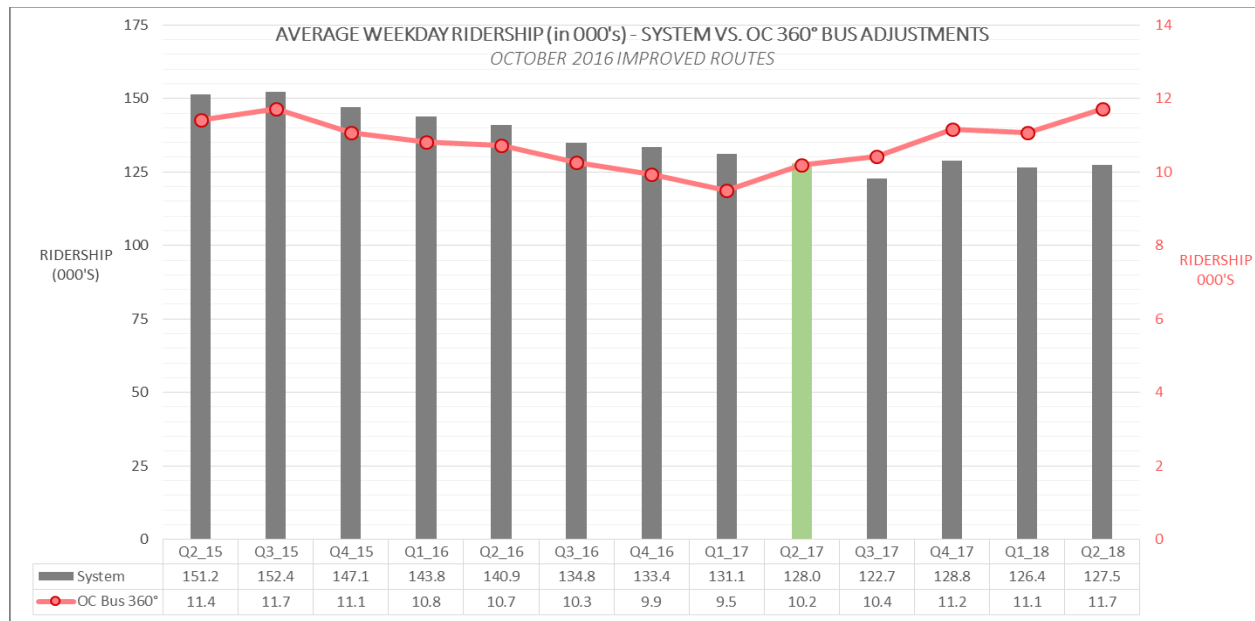
The trend of overall system ridership and productivity is provided on the following chart.



Ridership through the second quarter of FY 2017-18 continues to reflect a slowing of the ridership decline since the October 2016 Service Change Program.

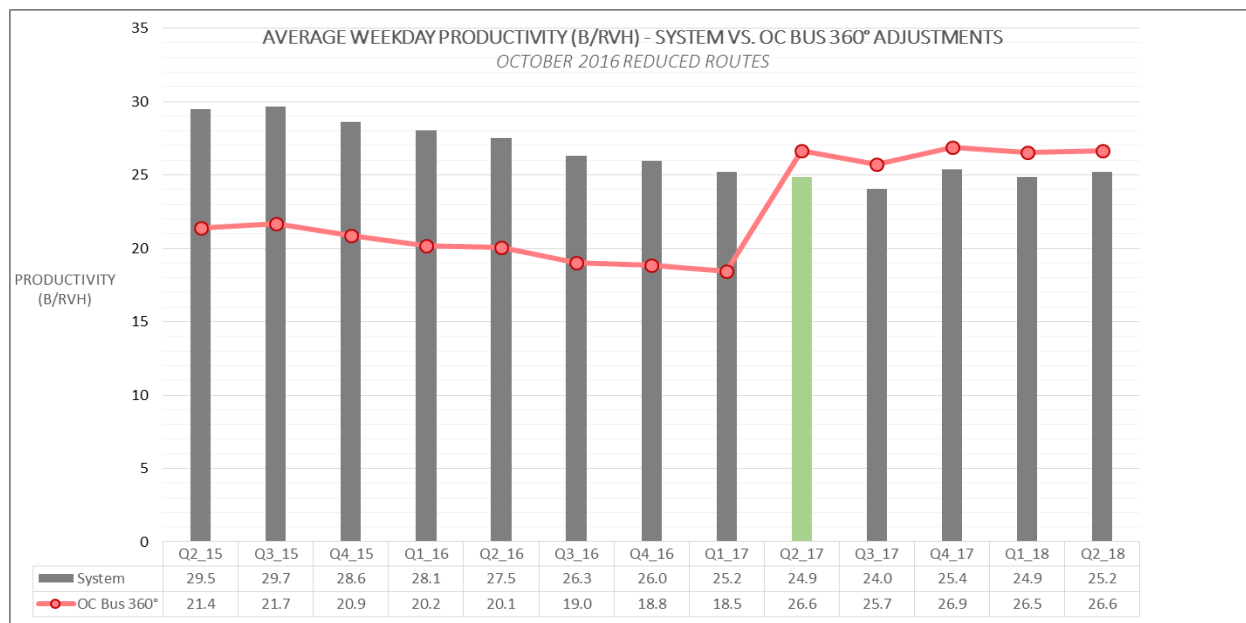
- Second quarter ridership was 0.4 percent lower than the previous quarter, and 0.6 percent lower compared to the second quarter of the last FY.
- Productivity (shown by the orange line in the chart) over the second quarter improved slightly by a tenth of a percent over last quarter, reaching 25 B/RVH, 1.6 percent greater than the same quarter last year.

The adjustments implemented under the OC Bus 360° Plan continue to trend favorably. The following chart compares the system trend against the group of routes improved under the OC Bus 360° Plan. The performance on these specific routes, the red line on the chart, is slightly better than the system-wide trend with respect to average weekday ridership.



- The system average for average weekday ridership during the second quarter was 127.5, a 0.9 percent increase over last quarter and a 0.3 percent decrease compared to the same quarter last year.
- The improved routes collectively had 11,700 average weekday boardings over the quarter
  - 5.4 percent above the 11,100 average weekday boardings reported last quarter, and
  - 14.7 percent over the 10,200 boardings reported during the same quarter last year.

Improved system and route productivity are the goals for services that are reduced or eliminated under the OC Bus 360° Plan – making low performing routes more productive. As of the second quarter of FY 2017-18, the services that were reduced remain more efficient than prior to the changes. The following chart compares the system productivity trend against the productivity of the group of routes that were reduced/eliminated.



- Tracking the routes that were reduced, the average weekday productivity remains relatively steady and above the system average.
  - The B/RVH on the collective set of reduced routes was 0.4 percent higher than last quarter, and
  - Essentially unchanged when compared to the same quarter last year at 26.6 B/RVH.

## Next Steps

Staff continues to address vehicle warranty issues that have affected vehicle reliability. In addition, staff will continue to work with the operator of OCTA's CFR to improve service reliability. This includes on-going focus on the OTP Plan and vehicle reliability.

The Planning, External Affairs, and Transit divisions continue to track the implementation of strategies under the OC Bus 360° Plan, including the implementation of significant service changes associated with the February 2018 Service Change Program. With additional changes made in February 2018, staff will address preliminary information related to these changes in the third and fourth quarterly reports.



## COMMITTEE TRANSMITTAL

**March 12, 2018**

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

**From:** Laurena Weinert, Clerk of the Board

**Subject:** Cooperative Agreement with the City of Laguna Niguel for Video Surveillance System at the Laguna Niguel/Mission Viejo Metrolink Station

### Transit Committee Meeting of March 8, 2018

**Present:** Directors Davies, Do, Jones, Murray, Pulido, and Winterbottom  
**Absent:** Director Tait

### **Committee Vote**

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

### **Committee Recommendations**

- A. Amend the Metrolink Surveillance System Deployment Program to include the Laguna Niguel/Mission Viejo Metrolink Station, and allocate Federal Transit Administration Grant Program 5309, in the amount of \$320,000, with a 20 percent match of \$80,000 in Proposition 1B funds, to the Laguna Niguel/Mission Viejo Metrolink Station video surveillance system project.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-2141 between the Orange County Transportation Authority and the City of Laguna Niguel to define roles, responsibilities, and funding for implementation of a video surveillance system at the Laguna Niguel/Mission Viejo Metrolink Station.



**March 8, 2018**

**To:** Transit Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Cooperative Agreement with the City of Laguna Niguel for Video Surveillance System at the Laguna Niguel/Mission Viejo Metrolink Station

### **Overview**

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the City of Laguna Niguel to define roles, responsibilities, and funding for implementation of a video surveillance system at the Laguna Niguel/Mission Viejo Metrolink Station.

### **Recommendations**

- A. Amend the Metrolink Surveillance System Deployment Program to include the Laguna Niguel/Mission Viejo Metrolink Station, and allocate Federal Transit Administration Grant Program 5309, in the amount of \$320,000, with a 20 percent match of \$80,000 in Proposition 1B funds, to the Laguna Niguel/Mission Viejo Metrolink Station video surveillance system project.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-2141 between the Orange County Transportation Authority and the City of Laguna Niguel to define roles, responsibilities, and funding for implementation of a video surveillance system at the Laguna Niguel/Mission Viejo Metrolink Station.

### **Discussion**

In 2006, in conformance with the Federal Transit Administration (FTA) Transit Security Design Guidelines, the Orange County Transportation Authority (OCTA) developed strategic security plans for commuter rail facilities, along with standards for design and procurement of security camera networks known as video surveillance systems (VSS).



In June 2007, the United States Department of Homeland Security completed transit risk assessment models which indicated that Metrolink commuter rail stations needed increased security. On September 13, 2007, the OCTA Board of Directors (Board) approved the Metrolink Surveillance System Deployment Program (Program), which initially included six Metrolink stations and authorized the use of FTA Grant Program 5309 monies to fund 80 percent of the VSS, with a 20 percent match from the Commuter Urban Rail Endowment fund. The initial cities included Buena Park, Fullerton, Irvine, Orange, Santa Ana, and Tustin. On October 22, 2012, the Board approved the inclusion of the proposed Placentia Metrolink Station in the Program. Due to project savings from the initial Program, staff recommends that the Laguna Niguel/Mission Viejo (LN/MV) Metrolink Station be amended into the Program. The City of Laguna Niguel (City) is in support and agrees that the LN/MV Metrolink Station VSS project (Project) will enhance the safety at the station.

OCTA will lead the procurement of a design, furnish, and install contract for the Project with the City providing support with coordination from the City's police department and development of a concept of operation. Staff will return to the Board with a recommendation for award of an agreement for the design, installation, and implementation of the Project. Upon completion of installation and acceptance by OCTA and the City, the City will assume ownership, operation, and maintenance of the VSS at the LN/MV Metrolink Station.

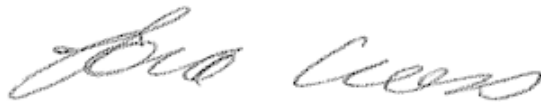
### ***Summary***

Staff is seeking authorization to enter into a cooperative agreement with the City of Laguna Niguel to define roles, responsibilities, and funding for implementation of a video surveillance system at the Laguna Niguel/Mission Viejo Metrolink Station, and to amend the Metrolink Surveillance System Deployment Program to include the City of Laguna Niguel in its funding plan.

***Attachment***

None.

**Prepared by:**



Lora Cross, PMP  
Project Manager  
(714) 560-5788

**Approved by:**



James G. Beil, PE  
Executive Director, Capital Programs  
(714) 560-5343



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



**March 12, 2018**

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

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Approval to Release Request for Proposals for On-Call Property Maintenance Services for Orange County Transportation Authority-Owned Properties

### **Overview**

Staff has developed a request for proposals to initiate a competitive procurement process for on-call property maintenance services necessary for the Orange County Transportation Authority-owned property within the former Pacific Electric railroad right-of-way and other Orange County Transportation Authority-owned properties acquired in support of highway and transit projects.

### **Recommendations**

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 8-1452 for on-call property maintenance services for Orange County Transportation Authority-owned properties acquired to support highway and transit projects.
- B. Approve the release of Request for Proposals 8-1452 for on-call property maintenance services for Orange County Transportation Authority-owned properties acquired to support highway and transit projects.

### **Discussions**

In order to comply with federal, state, and local regulations for the maintenance of its property, the Orange County Transportation Authority (OCTA) procures property maintenance services. Currently, OCTA has a property maintenance agreement, which expires on September 30, 2018, for on-call property maintenance services for the former Pacific Electric railroad right-of-way and other OCTA-owned properties acquired in support of highway and transit projects.

The on-call property maintenance services work included within this agreement will be utilized primarily for the Pacific Electric railroad right-of-way and for any

existing properties OCTA owns or may acquire to support transit or highway projects.

These services include, but are not limited to, excessive weed abatement, brush clearance, debris removal, drainage repairs, graffiti removal, tree trimming, fence installation and repair, signage installation and repair, maintenance and repair of property, and pest/insect control.

### ***Procurement Approach***

The OCTA Board of Directors (Board)-approved procurement policies and procedures require that the Board approve all request for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP.

The recommended evaluation criteria and weights are as follows:

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

Several factors were considered in developing the criteria weightings. Since the work requires the selected firm to provide a broad range of property maintenance services and related tradesman, the staffing and project organization evaluation criterion has been assigned the highest weighting. Whereas the firm's experience in performing these tasks in a timely, cost-effective manner is critical, the qualifications of the firm and cost and price evaluation criteria are of equal weight and importance. The work itself will be as needed; therefore, the work plan criterion is assigned the lowest weighting.

The budget for the project is \$1,500,000, for a five-year term.

This RFP will be released upon Board approval of these recommendations.

### **Fiscal Impact**

The funding for the project is included in the proposed OCTA Fiscal Year 2018-19 Budget, Capital Programs Division, accounts 0018-T1000-F01-7517, 1722-D2601-AR7-7517, 0017-FK101-SKQ-7629, 0051-TS001-999-7629, and

**Approval to Release Request for Proposals for On-Call  
Property Maintenance Services for Orange County  
Transportation Authority-Owned Properties**

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**Page 3**

0001-F1110-F01-7517, and is funded through local transportation and commuter rail urban endowment funds.

***Summary***

Board of Directors' approval is requested to release Request for Proposals 8-1452 for on-call property maintenance services for Orange County Transportation Authority-owned properties that support highway and transit projects.

***Attachment***

- A. Draft Request for Proposals (RFP) 8-1452, On-Call Property Maintenance Services for Authority-Owned Properties

**Prepared by:**

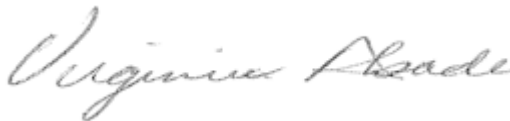


Joe Gallardo  
Manager, Real Property  
(714) 560-5546

**Approved by:**



James G. Beil, P.E.  
Executive Director, Capital Programs  
(714) 560-5646



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

**REQUEST FOR PROPOSALS (RFP) 8-1452**

**ON-CALL PROPERTY MAINTENANCE  
SERVICES FOR AUTHORITY-OWNED  
PROPERTIES**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>March 12, 2018</b>
<b>Pre-Proposal Conference Date:</b>	<b>March 28, 2018</b>
<b>Question Submittal Date:</b>	<b>April 4, 2018</b>
<b>Proposal Submittal Date:</b>	<b>April 19, 2018</b>
<b>Interview Date:</b>	<b>June 5, 2018</b>

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## **NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 8-1452: "ON-CALL PROPERTY MAINTENANCE SERVICES FOR AUTHORITY-OWNED PROPERTIES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to **provide on-call property maintenance services at various Authority-owned properties**. The budget for this effort is \$1,500,000.00, for a term of five years.

Offerors are required to hold a valid State of California General Contractor Class A - General Engineering license. Licensed Contractors performing abatement work must also possess an Asbestos Certification, and Hazardous Substance Removal Certification. The State of California, Department of Pesticide Regulation, requires firms performing maintenance gardening work in rights-of-way to have a Maintenance Gardener Pest Control Business License (MG License).

**Proposals must be received in the Authority's office at or before 2:00 p.m. on April 19, 2018.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Bridget Carman, Senior Contract Administrator**



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

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

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

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

All firms interested in doing business with the Authority 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 8-1452, 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>
Maintenance Services - Facility	Electrical Services
	HVAC - Service
	Landscaping Services
	Shop Services - General
	Rail Services
Rail - Property Management	Services (General)
Services	Locksmith - Services
Services (General)	Electrical Contractor
Construction	Fencing Contractor
	Drywall / Plastering
	General Contractor
	HVAC (Heating, Ventilation &
	Air Conditioning) Contractor
	Landscape Contractor
	Painting Contractor
	Right of Way Services
	Wrecking / Demolition

Janitorial Services	Plumbing Glazing Elevator Contractor HVAC - Building - Equipment Pest Control
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A pre-proposal conference will be held on March 28, 2018, at 10:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 5, 2018, 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 March 28, 2018, at 10:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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:

Bridget Carman, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5478, Fax: 714.560.5792  
Email: bcarman@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 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 submitted in writing and must be received by the Authority no later than 5:00 p.m., on April 4, 2018.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868
  - (3) Facsimile: (714) 560-5792
  - (4) Email: bcarman@octa.net

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than April 9, 2018. 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 Bridget Carman, Senior 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>
Maintenance Services - Facility	Electrical Services
	HVAC - Service
	Elevator Service
	Landscaping Services
	Shop Services - General
	Rail Services
Rail - Property Management Services	Services (General)
Services (General)	Locksmith - Services
Construction	Electrical Contractor
	Fencing Contractor
	Drywall / Plastering
	General Contractor
	HVAC (Heating, Ventilation & Air Conditioning) Contractor
	Landscape Contractor
	Painting Contractor
	Right of Way Services
	Wrecking Demolition
	Plumbing
	Glazing
	Elevator Contractor
Janitorial Services	HVAC - Building - Equipment
	Pest Control

Inquiries received after 5:00 p.m. on April 4, 2018 will not receive a response.

## **F. SUBMISSION OF PROPOSALS**

### **1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on April 19, 2018.

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

**2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Bridget Carman, Senior Contract Administrator**

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

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

**3. Identification of Proposals**

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive, and the price proposal file in both PDF and Excel format.

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to 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 time and expense, with fully burdened billing rates and anticipated expenses for the work specified in the Scope of Work, included in the RFP as Exhibit A.

**L. CONTRACTOR REGISTRATION AND PREVAILING WAGES****1. Contractor Registration**

A contractor or subcontractor will not be qualified to participate or be awarded a contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. A contractor or subcontractor will be exempt from this requirement pursuant to Labor Code Section 1771.1(a) if it submits a bid authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

A offer submitted by a contractor or subcontractor will not be accepted or entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

**2. Prevailing Wages**

This project is subject to all conditions of the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority's Offices or on the internet at: [http://www.dir.ca.gov/OPRL/statistics\\_research.html](http://www.dir.ca.gov/OPRL/statistics_research.html) and <http://www.access.gpo.gov/davisbacon/>.

Offerors shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the RFP.

This contract is subject to requirements promulgated by the California Department of Industrial Relations and those requirements may be found at: <https://www.dir.ca.gov/public-works/contractors.html>. The Contractor is responsible for complying with all requirements of the California Department of Industrial Relations, including filing of electronic payroll records.

**M. OFFEROR'S LICENSING REQUIREMENTS**

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a offer a license, the Offeror shall provide as part of the proposal a valid State of California license number, class or type and date of expiration.

Furthermore, the Offeror shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Offeror shall also certify that all information provided, and representations made in the proposal, are true and correct, and made under penalty of perjury. Offerors shall provide this information on the "List of Subcontractors" form. Failure to provide the information on the certification form or elsewhere as part of the proposal shall render the Offeror non-responsive to this solicitation.

**N. 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.

**O. 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, using a single method of fastening. 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 Bridget Carman, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, 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 to perform all required services, either by self-performing or with qualified subcontractors of equal competence; strength and stability of the firm and subcontractors; reasonable proximity to worksites; current work load and capacity; proposed subcontractors proven experience with prevailing wage 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 and/or subcontractors experience in performing work similar in nature to the RFP requirements, and highlight such work performed by the key personnel proposed for this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and include copies of required licenses and certifications. Describe Offeror's experience working with each subcontractor. If a subcontractor's California contractor license number is submitted incorrectly, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to the Authority within 24 hours after the bid opening.
- (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 a minimum three (3) references for 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) Using the Scope of Work as a guide, include a table that lists all firms and their respective areas of work and expertise.
- (2) The prime shall include a project organization chart, that clearly delineates communication/reporting relationships amongst the firms.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, availability for this assignment and how long each person has been with the firm.
- (4) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes work experience, licensing and any other professional credentials. Each subcontractor must identify at least one person as key personnel. This person shall be responsible to the prime for the work performed, continuity of services provided, estimating, and invoicing.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the contract, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

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

Offeror to:

- (1) Describe the firm's internal processes that are used to organize the work. The approach to the work plan shall be of such detail

to demonstrate the Offeror's ability to effectively accomplish the work.

- (2) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (3) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (4) Identify the Contractor-owned equipment available to perform this work. The equipment manufacturer, size, quantity, etc. should be included. If the Contractor intends to rent equipment, those items should also be identified.

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 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 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.

#### 4. Price Proposal

It is anticipated that the Authority will issue a time and expense contract specifying fully burdened billing labor rates and anticipated expenses to complete the tasks within the Scope of Work.

To ensure reimbursement, all firms performing work on this contract must submit rates in Exhibit B, "Schedule I - Hourly Billing Rates" and "Schedule II-Other Direct Charges". Published price lists may be considered if the price list includes billing rates inclusive of wages, indirect rates, profit, and other direct costs, at rates equal to or less than Caltrans rates.

##### a. Price Forms (EXHIBIT B)

- (1) This RFP includes an Excel workbook containing the required price forms or Schedules. The workbook includes;
  - Schedule I - Hourly Billing Rate (Exhibit B-1)
  - Schedule II -Other Direct Costs (Exhibit B-2)

##### b. Price Form Instructions

Include completed worksheet in Excel format with proposal.

- (1) Schedule I - Hourly Billing Rate Schedule (Exhibit B-1)

The Offeror (Prime) and **each** Subcontractor (if any) shall individually complete and submit the "Schedule I-Hourly Billing Rates (Exhibit B-1)" form included within this RFP and furnish any narrative required to explain the prices quoted in the Schedules. Proposed billing rates shall be inclusive of direct labor cost, indirect rates and profit. These rates will be used for billing purposes. Prevailing wages as of RFP publication date shall apply.

- (2) Schedule II -Other Direct Costs (Exhibit B-3)

The Offeror and proposed Subcontractors shall submit Exhibit B-2, "Schedule II-Other Direct Charges (ODCs)" for anticipated expenses not included in the Caltrans Labor Surcharge and Equipment Rental Rates (Exhibit F), as appropriate.



**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 (EXHIBIT D)****1. Information Required of Offeror**

Offeror must provide all the information requested in this form.

**2. Offeror's Certificate of Compliance-Workers' Compensation Insurance**

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, offeror shall execute the Offeror's Certificate of Compliance Regarding Workers' Compensation Insurance.

**3. 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 Boards 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. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and

until the Board of Directors makes a selection, which is currently scheduled for August 13, 2018.

**4. 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.

**5. Offeror's Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15**

Execute and submit enclosed certification.

**6. List of Subcontractors**

Complete and submit for verification.

**7. 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.

**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 30%**

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 20%**

Depth of Offeror's understanding of Authority'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 25%**

Reasonableness of individual billing rates in comparison to other offers received.

#### **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 firms within a competitive range, will be developed based upon the sum 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 June 5, 2018, 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 Regional Planning and Highways Committee, 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. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

### **C. AWARD**

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

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

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

### ON-CALL PROPERTY MAINTENANCE SERVICES FOR AUTHORITY-OWNED PROPERTY

#### 1.0 **BACKGROUND**

The Orange County Transportation Authority (Authority or OCTA) owns and maintains the former Pacific Electric Right of Way (PEROW) and other Authority-owned properties. The PEROW and other properties run through the cities of Anaheim, Buena Park, Cypress, Garden Grove, Fullerton, La Palma, Placentia, Santa Ana, Stanton and Westminster.

This scope of work defines the typical services required on an "on-call" basis to maintain the Authority-owned properties. The Contractor shall provide labor, in accordance with the rates, scope, and requirements of the Agreement.

#### 1.1 **AUTHORITY-OWNED PROPERTIES**

##### 1.1.1 **PACIFIC ELECTRIC RIGHT OF WAY (PEROW)**

The Authority delineates the PEROW into two sections known as PEROW No. 1 and PEROW No. 2. (SEE ATTACHMENT 1).

##### 1.1.1.1 **PEROW NO.1 (PE1)**

PEROW NO.1 (PE1) is an abandoned rail corridor, 100 feet wide by seven miles long, without track, beginning in Santa Ana at Fifth and Raitt Streets and runs northwest to Beach Boulevard in Stanton. A section from Euclid Street to Nelson Street and a section from Brookhurst Street to Gilbert Street are owned and maintained by the City of Garden Grove. A total of eighteen (18) major street thoroughfares cross along PE1.

##### 1.1.1.2 **PEROW NO. 2 (PE2)**

PEROW NO. 2 (PE2) is 100 feet wide by five miles long abandoned rail corridor (without track) that begins at Beach Boulevard in Stanton and runs northwest to the Orange-Los Angeles county line in Cypress. A total of thirteen (13) major street thoroughfares cross along PE2.

##### 1.1.2 **VACANT PROPERTIES IN SUPPORT OF HIGHWAY AND TRANSIT PROJECTS (PROPERTIES)**

The Authority owns and maintains various vacant and improved properties within Orange County, which may change throughout the term of this contract. Currently, the properties are located in the cities of Westminster, Anaheim and Santa Ana. These properties are collectively known as the "PROPERTIES". The necessary property maintenance support for these PROPERTIES will be requested on an on-call basis (reference ATTACHMENT 2 for property list.)

## **2.0     TASKS**

The Contractor shall furnish all labor, material, equipment, tools, services and special skills, as requested. The work to be performed on the Authority-owned properties consist of the following property maintenance services.

### **2.1     LANDSCAPE WORK**

The routine landscape maintenance for weed abatement and tree debris removal services on the PEROW are provided under a separate OCTA agreements and are not part of this scope, although additional on-call services may be required, as needed.

#### **2.1.1   TREE TRIMMING AND REMOVALS**

Work may consist of tree trimming and/or removals, tree replanting, and tree debris disposal. All pruning shall be done by licensed, qualified professional personnel using recognized and approved methods, techniques, and equipment.

##### **2.1.1.1   PRUNING**

Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time. The Contractor should be capable of pruning trees over twenty (20) feet in height.

A. Site conditions requiring pruning may include:

1. To shape, particularly to correct mis-shaping caused by the wind.
2. To raise the lower branches of trees above head height wherever they overhang walks.
3. To cut back shrubs and ground covers where they encroach on the walks and paved areas.
4. To cut back branches that are rubbing on walls, fences, or buildings.
5. To remove suckers, water-sprouts, and other undesirable growth on trees.

B. Pruning standards

1. All cuts over one inch (1") in diameter shall be painted with approved tree wound dressing such as asphalt sealers.
2. All pruning cuts shall be made flush. They shall be cleanly cut with no damage to the surrounding bark.
3. All dead or damaged branches shall be removed.
4. Excessive pruning or stabbing back will not be permitted.

##### **2.1.1.2   TREE WORK SAFETY**

The Contractor shall perform their work method in compliance with federal standards, local city ordinances and requirements, and CCR Title 8 (Cal/OSHA), Article 12. Tree Work, Maintenance or Removal Standards, and Subchapter 13, Logging and Sawmill Safety Orders, Article 5. Falling



and Bucking as applicable to scope. The contractor shall fully understand and comply with the applicable Cal/OSHA standards and maintain required documentation available at the scope task site for review by the Authority's representative.

### **2.1.2 WEED ABATEMENT & VEGETATION CONTROL**

As required weed abatement and vegetation control shall be performed in accordance with California Health and Safety Codes, County of Orange, and municipal code requirements. The purpose of this program is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the rights-of-way and shall be kept at 3 inches when 0 to 100 feet from structures. Weed abatement will be by mowing, mechanical weed trimmer or hand tool removal, to augment the herbicide program. Contractor will dispose of vegetation and/or weeds including cut brush.

### **2.1.3 HERBICIDE APPLICATION**

Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the summer and late fall. Herbicide application will be completed by a Certified Pest Control Applicator, under the supervision of a Pest Control Advisor. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations - submitted to the County Agricultural Commissioner in accordance with applicable regulations. The Authority's Project Manager or designee will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. The Authority will identify areas that require Herbicide Control.

#### **2.1.3.1 NOTIFICATION**

Authority Project Manager or designee shall be notified at least one week in advance of the time set for application of any chemicals so that an Authority representative may witness the application.

The notification shall include all related MSDS certifications for all herbicides, pest control, and other chemical materials.

### **2.2 CLEAN-UP OF DEBRIS AND TRASH**

Contractor will pick-up all debris and trash and will remove and dispose of vegetation and refuse at specified dump sites within Orange County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled - in accordance with all regulatory requirements for applicable federal, state and local ordinances, rules, laws and standards.

Contractor will not remove any hazardous materials and will notify the Authority immediately to develop a removal plan compliant with all regulatory requirements for applicable federal, state and local ordinances, rules, laws and standards.

## **2.3 DRAINAGE MAINTENANCE AND REPAIRS**

Contractor may be required to remove obstructions from any drainage facilities located within the Authority's PEROW and PROPERTIES. The removal of vegetation and/or debris will be done in a manner that preserves the functional performance of all drainage facilities and does not create depressions in the ground capable of ponding water. Any areas of ponding water will be looked at (by Contractor and Authority's Project Manager or designee) on an individual basis for the best solution of remediation.

Contractor shall place erosion prevention materials (i.e., sandbags, silt fence, fiber rolls, etc.) along areas where potential flooding of adjacent properties may occur. This shall be done prior to any inclement weather, if possible. Authority's Project Manager or designee may request Contractor work crew outside of normal scheduled days during times of excessive inclement weather.

## **2.4 MAINTENANCE AND REPAIR OF PROPERTY IMPROVEMENTS/STRUCTURES**

### **2.4.1 ROUTINE SERVICES**

Authority-owned property improvements may require, but not be limited to, the following types of services:

1. Repair, replace or demolish walls, windows, roofs, doors, locks, pipes, asphalt, minor concrete, flooring, HVAC, plumbing, electrical, street sweeping, backflow valve testing, safety alarm, testing and monitoring, and other related items.
2. Contractor shall provide licensed, qualified labor, equipment and materials to perform these tasks.
3. Board-up of vacant buildings.

## **2.5 REMOVAL OR DEMOLITION OF ABANDONED STRUCTURES**

Contractor may be requested to remove property improvements or structures considered hazardous to public health, safety and welfare. The contractor will be responsible for applying the appropriate safety standards, obtaining the necessary permits, demolition of the structures, disposal of resultant debris, and restoration of the site to a visibly acceptable level, clean from construction debris and safety hazards.

Contractor will not remove any hazardous materials and will notify the Authority immediately to develop a removal plan compliant with all regulatory requirements for applicable federal, state and local ordinances, rules, laws and standards.

## **2.6 FENCE INSTALLATION, REPAIR AND MINOR UPGRADES**

The Contractor may install or improve fencing and/or repairs to ensure PROPERTIES remain secure.

#### **2.6.1 REPAIR AND/OR UPGRADES**

The Contractor shall make repairs to fences and gates as needed, to keep them in good working order. This may include incidental upgrades to welded wire mesh fence, chain link fence, post and cable, and any other fencing or barrier repairs which may be required. The frequency of fence repair is dependent upon vandalism and/or accidents which occur along the right-of-way.

#### **2.6.2 NEW INSTALLATION**

The Contractor shall install new fence, posts and gates as needed, and keep them in good working order. In addition, Contractor shall install temporary fence and gates as needed, and keep them in good working order.

#### **2.6.3 GRAFFITI ABATEMENT AND CLEANING**

Contractor will control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments (Authority-owned), at the direction of the Authority's Project Manager or designee. Activities will be by covering graffiti using spray apparatus when requested. Contractor shall use water-based paint, except on roadway signs, where chemical cleaners will be used. Contractor will consult with Authority's Project Manager or designee for situations where cleaning is ineffective and may be directed to utilize other cleaners or to apply aluminum paint. Application of paint or cleaning of graffiti will be performed so as to preserve information on signs, and structures (only as directed).

#### **2.7 MAINTENANCE, REPAIR AND/OR NEW INSTALLATION OF PROPERTY SIGNS**

Maintenance of existing property signs consists of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Repair tasks may include correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repairs to existing signage may be required prior to replacement with new signage. Contractor shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

#### **2.8 PEST/INSECT/RODENT CONTROL**

The Contractor may be required to manage any pests or rodent infestations within the Properties. This service may have to be performed after normal working hours, weekends, and/or holidays.

##### **2.8.1 LICENSING**

The use and application of any pesticides, herbicides or regulated control methods shall conform to the Food and Agriculture codes and State of California's Department of Pesticide regulations and licensing requirements. The Contractor shall maintain a Qualified Applicator certification issued by the State of California's Department of Pesticide Regulation.

The State of California, Department of Pesticide Regulation, requires firms performing maintenance gardening work in rights-of-way to have a Maintenance Gardener Pest Control Business License (MG License). Information regarding this license may be obtained at the Department of Pesticide Regulation website address, [www.cdpr.ca.gov](http://www.cdpr.ca.gov). Required certifications

and licenses must remain current during the performance of this contract and copies may be requested by the Authority at any time.

## **2.8.2 WEATHER CONDITIONS**

Pesticides shall be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. When water is required to increase pesticide efficiency, it shall be applied only in quantities that each area is capable of receiving without excessive runoff.

## **2.8.3 HANDLING OF PESTICIDES**

Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which insure materials are confined to target areas. Disposal of pesticides shall be within the guideline established in the California Food and Agriculture Code.

## **2.8.4 NOTIFICATIONS**

Authority Project Manager or designee shall be notified at least one week in advance of the time set for application of any chemicals so that an Authority representative may witness the application.

The notification shall include all related MSDS certifications for all herbicides, pest control, and other chemical materials.

## **3.0 REQUIREMENTS**

### **3.1 LABOR SKILLS AND STANDARDS OF PERFORMANCE**

These performance standards shall apply to Contractor in the performance of any subsequent work or specialized trades herein, including any Subcontractor(s) that may be employed by the Contractor. All work must be performed by licensed and/or certified firms as required by the State of California.

Failure to begin and diligently prosecute the services as further described herein may be considered grounds for termination of the contract. It will be the Contractor's responsibility to obtain the necessary labor, materials, and/or subcontractor resources to complete the assignment(s) within the established schedules herein.

If any person employed by the Contractor, or employed as a subcontractor, should fail or refuse to carry out the work, appear to be incompetent or unqualified, appear to be under the influence of drugs or alcohol, or acts in a disorderly manner, he/she shall be discharged immediately upon the request of the Authority and such person shall not again be allowed access to the Properties.

#### **3.1.1 KEY PERSONNEL**

##### **3.1.1.1 PROJECT MANAGER OR DESIGNEE**

The Contractor's Project Manager shall be designated as Key Personnel. The Project Manager is the single point of contact who shall be responsible for any contractual issues, such as;

managing documentation relative to bonds, insurance, invoices, prevailing wage reports, monthly reports and other administrative functions.

### **3.1.2 OTHER LABOR**

#### **3.1.2.1 SUPERINTENDENT/FOREMAN**

Contractor shall designate an employee (supervisor/lead) as a primary point of contact and have the authority to act for the Contractor. This person should have the ability to; maintain a safe work environment, direct and supervise work crews in conformance with specifications, and provide cost and schedules estimates. The name of this person, and an alternate(s) shall be included in the Work Plan. The superintendent or lead worker shall be on the job site at all times during progress of the work, be available for consultation and speak English fluently.

#### **3.1.2.2 LEAD WORKER (AS APPLICABLE)**

A skilled laborer or lead worker should have the necessary licensing/certifications (where required), experience, knowledge and skills to supervise work.

#### **3.1.2.3 EQUIPMENT OPERATOR**

Equipment operators must possess the appropriate operational skills and certifications. The Contractor will maintain a list of employees certified to operate equipment to be used to perform this work.

### **3.2 LABOR WORKMANSHIP**

Contractor shall provide workers who are fully trained to the skill level necessary to complete a given job in a satisfactory manner. Contractor warrants that employees shall have all appropriate training needed for the work; have sufficient skill, knowledge and experience to perform such work; have tools and equipment appropriate for the given work; and that all contract work is performed in a safe, professional and workmanlike manner.

#### **3.2.1 NON-CONFORMING WORK**

The Authority may reduce payment for any of the following; non-compliant work, noncompliant work left in place; corrective work or unauthorized work.

The Contractor will not commence any rework activities or tasks until directed to do so by the Authority's Project Manager or designee.

### **3.3 WORK ORDERS**

#### **3.3.1 WORK ORDER AUTHORIZATION**

Maintenance services, under this contract, are to be performed on an on-call basis at the direction of the Authority's Project Manager or designee. **Charges for labor hours commence upon arrival at site.**

### **3.3.2 WORK ESTIMATES AND PAYMENT**

1. All estimates will conform to the rates established in Exhibit B of the Agreement. Upon Authority's request for work, and if requested by Authority, Contractor shall provide the estimated hours per task and materials and equipment list. Costs for the use of hand tools valued at under \$1,000.00 will not be reimbursed and should be included within overhead.
2. Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Equipment rental payment is full compensation for:
  - Rental equipment costs, including moving rental equipment to and from the site using its own power.
  - Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
  - Fifteen (15) percent mark-up, plus surcharge, if applicable.

### **3.3.3 SCHEDULE**

The Contractor will confirm receipt of the Authority's request and after the Authority's review of the estimate, the Contractor will be required to confirm compliance to the schedule and/or budget revisions no later than two working days from receipt and prior to commencing with any work.

### **3.3.4 MODIFICATIONS**

If actual conditions require additional resources than originally estimated, prior to performing any additional work, a revised estimate shall be discussed or emailed to the Project Manager or designee. Verbal authorizations shall be confirmed by both parties by email.

### **3.3.5 EMERGENCY WORK**

The Authority may direct Contractor to proceed with identified tasks without agreement on price or schedule when emergency situations or public safety issues are identified. The Contractor shall proceed and notify the Authority within 24 hours of the price and schedule for completion of the work.

## **3.4 SAFETY**

All safety standards and specifications shall be strictly enforced. Additional Safety Specifications are incorporated as Exhibit E within this RFP.

### **3.4.1 SAFETY EQUIPMENT**

The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Authority shall direct the Contractor to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the Authority.

### **3.4.2 UNSAFE CONDITIONS**

Contractor and/or its subcontractor are to immediately notify the Authority's Project Manager or designee of any unsafe or questionable condition that exist(s) on the right of way. Authority's Project Manager or designee will then notify the necessary parties.

### **3.4.3 EQUIPMENT MAINTENANCE**

1. The Contractor's equipment shall be in good repair and able to operate efficiently and safely.
2. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. All vehicles shall be registered, licensed, insured and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.
3. The Authority may inspect the Contractor's equipment and tools at any time.
4. The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Authority shall direct the Contractor to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the Authority.

## **3.5 SERVICE HOURS AND SCHEDULING**

### **3.5.1 HOURS**

The Contractor shall perform all services during the hours of 7:00 a.m.-7:00 p.m., Monday through Friday, excluding Authority holidays unless approved by the Authority.

### **3.5.2 EXCEPTION TO STANDARD HOURS**

The Authority's Project Manager or designee must be notified when Contractor and/or its subcontractor employees are working on Authority owned property, at times other than regularly scheduled work times.

### **3.5.3 EMERGENCY CONTACT**

Contractor and subcontractors must have 24-hour contact number(s) and an acceptable means of emergency on-call communication with the Authority's Project Manager or designee. The Contractor shall respond and arrive on the site within two hours of notification, unless directed otherwise.

## **4.0 WORKPLAN**

The Contractor shall establish, develop, maintain and implement a work plan that; provides an organizational chart of the project team and identifies their respective responsibilities; identifies all resources necessary to complete the work; identifies any resources provided by subcontractors; and any outlines management tools that will be utilized to manage the work.

#### **4.1 PERSONNEL EXPERIENCE, QUALIFICATIONS AND REQUIREMENTS**

The following qualifications and experience represent the Authority's requirement for maintenance personnel. Contractor is to furnish documentation fully describing the specific qualifications for each person for review and consideration. The Authority may accept substitute qualifications if it is deemed in the Authority's interest.

##### **4.1.1 QUALIFICATIONS APPLICABLE TO ALL POSITIONS:**

1. Ability to work out of doors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations, and ability to distinguish colors.
2. Able to communicate in written and verbal English language. Required to pass pre-employment physical examination which includes blood and/or urine testing.
3. Individuals proposed by Contractor specifically related to the work performed for this solicitation, shall be available for interview by the Authority representative during the evaluation process if requested.
4. The appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

##### **4.1.2 QUALITY CONTROL PLAN (QCP)**

The Quality Control Plan should include management's role and commitment to quality work, while optimizing cost and schedule performance. It shall describe implementation of policies, procedures and processes that ensure work is performed to the specifications, including a corrective action plan should corrections be necessary, and the methods in place to ensure non-recurrence.

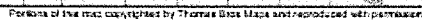
##### **4.1.3 EQUIPMENT**

The anticipated equipment necessary, but not limited to, to perform this work includes a:

- Backhoe
- Dozer- 1
- Skip loader with a 4 in 1 bucket
- Street sweeper
- 3" water pump
- Skid steer with attachments: mower, sweeper, breaker, etc.
- Equipment trailer
- Dump Truck 6 yard
- Dump Truck 12 yard

In the workplan, identify the Contractor-owned equipment available to perform this work. The equipment manufacturer, size, quantity, etc. should be included. If the Contractor intends to rent equipment, those items should also be identified.





**AUTHORITY-OWNED PROPERTIES**

1. I-5 Project  
Anaheim (vacant)
2. I-405 Freeway Widening Project  
Westminster (structures)
3. SR-55 Freeway Widening Project  
Santa Ana (structures)

**EXHIBIT B: COST AND PRICE FORMS**

**SCHEDULE I - HOURLY BILLING RATES**

Prime or Subcontractor Name:

Key Personnel		Billing Rates				
Name	Classification	Hourly Billing Rate FY 2018/19	Hourly Billing Rate FY 2019/20	Hourly Billing Rate FY 2020/21	Hourly Billing Rate FY 2021/22	Hourly Billing Rate FY 2022/23
	Project Manager					
	Foreman					

**OTHER LABOR CHARGES**

Fully Burdened Billing Rates					
Classification	Hourly Billing Rate FY 2018/19	Hourly Billing Rate FY 2019/20	Hourly Billing Rate FY 2020/21	Hourly Billing Rate FY 2021/22	Hourly Billing Rate FY 2022/23
<b>Prevailing Wage Positions</b>					
Carpenter (Fencing, Drywall, etc.)					
Electrician (Maintenance Electrician)					
Industrial Painter					
Laborer, Group 1					
Laborer, Group 2					
Laborer, Group 3					
Laborer, Group 4					
Laborer, Group 5					
Landscape Maintenance Laborer (Minimum Rate)					
Landscape Operating Engineer					
Landscape/Irrigation Tender (Low)					
Landscape Hydro Seeder (Foreman)					
Landscape/Irrigation Laborer (High)					
Operating Engineer (Group 4)					
Plumber, HVAC & General Pipefitter					
<b>Non-Prevailing Wage Positions</b>					
Security Personnel (Without Guard Card)					
Locksmith					

**NOTES:**

1. A labor rate escalation of 2% is allowable each year on the effective date of this Agreement.
2. Prevailing wage overtime or double-time charges require prior authorization from the Project Manager. Overtime and double-time charges apply only to prevailing wage positions.
3. Proposed billing rates shall be inclusive of direct labor cost, indirect rates and profit.

SCHEDULE II- OTHER DIRECT COSTS\*

Prime or Subcontractor Name:

ITEM	At Cost	
	Unit	Rate

NOTES:  
\* All other direct charges not included within the CALTRANS "Labor Surcharge and Equipment Rental Rates" publication.  
1. Equipment or other direct charges not specifically identified, will be reimbursed in accordance Article 5-Payments, paragraph C.

**EXHIBIT C: PROPOSED AGREEMENT**

PROPOSED AGREEMENT NO. C-8-1452

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, 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 (hereinafter referred to as "AUTHORITY"), and \_\_\_\_\_, (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide on-call services required to maintain the Pacific Electric Right of Way and other Authority owned properties, in accordance with the requirements of the Scope of Work; and

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

**WHEREAS**, CONTRACTOR has represented that it has the requisite personnel, experience, material, and equipment and is otherwise qualified to perform such services; and

**WHEREAS**, CONTRACTOR wishes to perform these services; and

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

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

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and other documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or

1 condition of this Agreement shall not affect the validity of other terms or conditions. AUTHORITY's failure  
2 to insist in any one or more instances upon the performance of any terms or conditions of this Agreement  
3 shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by  
4 CONTRACTOR, or to future performance of such terms or conditions and CONTRACTOR's obligation  
5 in respect thereto shall continue in full force and effect. CONTRACTOR shall be responsible for having  
6 taken steps reasonably necessary to ascertain the nature and location of the work, and the general and  
7 local conditions, which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so  
8 will not relieve it from responsibility for successfully performing the work without additional expense to  
9 AUTHORITY.

10 B. AUTHORITY assumes no responsibility for any understanding or representations concerning  
11 conditions made by any of its officers, employees or agents prior to the execution of this Agreement,  
12 unless such understanding or representations by AUTHORITY are expressly stated in this Agreement.

13 C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except  
14 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
15 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

16 **ARTICLE 2. AUTHORITY DESIGNEE**

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

19 **ARTICLE 3. SCOPE OF WORK**

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

24 /

25 /

26 /



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

<u>Names</u>	Functions
	Project Manager

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY 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 CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTOR 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 on October 1, 2018 and shall continue in full force and effect through September 30, 2023, unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 5. PAYMENT**

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provision set forth in Article 8, AUTHORITY shall pay CONTRACTOR on a time and expense basis in accordance with the following provisions.

B. For each full hour of labor satisfactorily performed by CONTRACTOR's personnel under this Agreement, AUTHORITY shall pay CONTRACTOR at the hourly billing rates specified in Exhibit B, entitled "Schedule I – Hourly Billing Rates," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's direct labor costs, indirect costs and profit.

1 C. Furthermore, AUTHORITY shall reimburse CONTRACTOR for expenses directly incurred in  
2 the performance of work under this Agreement. Equipment or other direct expenses will be reimbursed  
3 in accordance with the following terms;

4 1. The AUTHORITY shall reimburse the CONTRACTOR for the use of contractor-owned  
5 equipment, at the hourly equipment rate (with applicable surcharge), specified in Exhibit F "CALTRANS  
6 Labor Surcharge and Equipment Rental Rates", in effect at the time of the equipment use. These rates  
7 are applicable for equipment use only.

8 2. Should the work require the CONTRACTOR to rent equipment, the AUTHORITY will  
9 not reimburse the CONTRACTOR for any amount that exceeds the CALTRANS "Labor Surcharge and  
10 Equipment Rental Rates" and said costs shall be reimbursed at cost only.

11 3. Any equipment and/or tools required for completion of the work, valued at One  
12 Thousand Dollars (\$1000.00) or less, shall not be considered for reimbursement by the AUTHORITY.

13 4. Any expenses for materials or items not listed in Exhibit B, "Schedule II - Other Direct  
14 Charges" will be reimbursed at cost when approved by the project manager, on the condition that  
15 adequate supporting documentation is submitted with the monthly invoice.

16 5. AUTHORITY will not reimburse CONTRACTOR for local meals.

17 6. AUTHORITY will not reimburse the CONTRACTOR for travel time unless approved by  
18 the Project Manager.

19 D. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding  
20 to the labor hours expended by CONTRACTOR. Work completed shall be documented in a monthly  
21 summary report prepared by CONTRACTOR, which shall accompany each invoice submitted by  
22 CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by  
23 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline  
24 to make full payment for any work until such time as CONTRACTOR has documented to AUTHORITY's  
25 satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY's payment in full  
26 for any work completed shall not constitute AUTHORITY's final acceptance of CONTRACTOR's work

1 under such task; final acceptance shall occur only when AUTHORITY's release of the retention  
2 described in paragraph E.

3 E. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations  
4 under this Agreement, AUTHORITY shall retain five percent (5%) of the amount of each invoice  
5 submitted for payment by CONTRACTOR. All retained funds shall be released by AUTHORITY and  
6 shall be paid to CONTRACTOR within sixty (60) calendar days of payment of final invoice, unless  
7 AUTHORITY elects to audit CONTRACTOR's records in accordance with Article 18 of this Agreement.  
8 If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty (30) calendar  
9 days of completion of such audit in an amount reflecting any adjustment required by such audit.  
10 CONTRACTOR agrees to release subcontractor retention within thirty (30) calendar days after the  
11 SUBCONTRACTORS work is satisfactory completed. During the term of the Agreement, at its sole  
12 discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on  
13 the CONTRACTOR'S satisfactory completion of certain milestones. CONTRACTOR shall invoice  
14 AUTHORITY for the release of the retention in accordance with Article.

15 F. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in  
16 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly  
17 progress report specified in this Article. AUTHORITY shall remit payment within thirty (30) calendar days  
18 of the receipt and approval of each invoice. Each invoice shall include the following information:

- 19 1. Agreement No. C-8-1452
- 20 2. Specify the CONTRACTOR Review Report and related labor and expense charges for  
21 which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Labor (staff name or classification, hours charged, hourly billing rate, current charges  
24 and cumulative charges) performed during the billing period;
- 25 5. Itemized expenses including support documentation incurred during the billing period,  
26 including any equipment rental costs;

1           6. Total monthly invoice (including project-to-date cumulative invoice amount);

2           7. Monthly Progress Report;

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

10           9. Any other information as agreed or requested by AUTHORITY to substantiate the  
11 validity of an invoice.

12           **ARTICLE 6.    GENERAL WAGE RATES**

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

1 B. This contract is subject to requirements promulgated by the California Department of  
2 Industrial Relations and those requirements may be found at: [https://www.dir.ca.gov/public-](https://www.dir.ca.gov/public-works/contractors.html)  
3 [works/contractors.html](https://www.dir.ca.gov/public-works/contractors.html). The Contractor is responsible for complying with all requirements of the  
4 California Department of Industrial Relations, including filing of electronic payroll records.

5 C. A contractor or subcontractor will not be qualified to participate or be awarded a contract,  
6 unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

7 **ARTICLE 7. PROMPT PAYMENT CLAUSE**

8 A. AUTHORITY shall withhold from CONTRACTOR five percent (5%) from each progress  
9 payment for retention. Upon receipt of payment by AUTHORITY, CONTRACTOR agrees to promptly  
10 pay each subcontractor for the satisfactory work performed under this Agreement, no later than seven  
11 (7) calendar days. CONTRACTOR agrees further to return retainage payments to each subcontractor  
12 within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. AUTHORITY  
13 reserves the right to request the appropriate documentation from CONTRACTOR showing payment has  
14 been made to the subcontractors.

15 B. Failure to comply with this provision or delay in payment without prior written approval from  
16 AUTHORITY will constitute noncompliance, which may result in actions outlined in the Business and  
17 Professions Code 7108.5 which include and are not limited to appropriate administrative sanctions,  
18 including, but not limited to a penalty of two (2%) percent of the invoice amount due per month for every  
19 month that payment is not made.

20 C. These prompt payment provisions must be incorporated in all subcontract agreements  
21 issued by CONTRACTOR under this Agreement. Each subcontract shall require the subcontractor to  
22 make payments to sub-subcontractors and suppliers in a similar manner.

23 **ARTICLE 8. MAXIMUM OBLIGATION**

24 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
25 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder  
26 (including obligation for CONTRACTOR 's profit), shall be \_\_\_\_\_ Dollars (\$) which shall include

all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

**ARTICLE 9. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected 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:

To CONTRACTOR:	To AUTHORITY:
	Orange County Transportation Authority
	550 South Main Street
	P.O. Box 14184
	Orange, California 92863-1584
ATTENTION:	ATTENTION: Bridget Carman
	Senior Contract Administrator
	Phone: (714) 560-5478 Fax: (714) 560-5792
	Email: <a href="mailto:bcarman@octa.net">bcarman@octa.net</a>
	cc: Bill Mock, Project Manager: <a href="mailto:bmock@octa.net">bmock@octa.net</a>

**ARTICLE 10. INDEPENDENT CONTRACTOR**

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR 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 insurance, and similar matters.

/

**ARTICLE 11. INSURANCE**

A. CONTRACTOR shall procure and continuously maintain in full force and affect through contract completion, insurance coverages specified herein. Coverages shall not be subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

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

2. Automobile Liability 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 waiver of subrogation, in favor of AUTHORITY, its officers, directors, employees and agents.

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

5. Pollution Liability with minimum limits of \$1,000,000 each occurrence.

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

C. "Occurrence," as used herein, means any event or related exposure to conditions, which result in bodily injury or property damage.

D. The Certificate of Insurance shall reference Agreement Number C-8-1452; and the Contract Administrator's Name: Bridget Carman.

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

/

1 F. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or  
2 cancellation of any required insurance policies.

3 **ARTICLE 12. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
5 (1) the provisions of this Agreement, including all Exhibits; (2) the provisions of RFP No. 8-1452; (3)  
6 CONTRACTOR's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or  
7 incorporated by reference.

8 **ARTICLE 13. CHANGES**

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

17 B. No claims by CONTRACTOR for equitable adjustment hereunder shall be allowed if asserted  
18 after final payment under this Agreement.

19 C. Any work done beyond the technical provisions specified in this Agreement, or any extra  
20 work done without AUTHORITY's written authority, will be considered unauthorized work and will not be  
21 paid for. Upon order of AUTHORITY's Engineer or its designee, unauthorized work shall be remedied,  
22 removed or replaced at CONTRACTOR's expense.

23 **ARTICLE 14. DISPUTES**

24 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact  
25 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by  
26 AUTHORITY's Director, Contracts Administration and Materials Management (CAMP), who shall reduce



1 the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of  
2 the Director, CAMM, shall be final and conclusive.

3 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with  
4 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
5 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with  
6 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final  
7 the decision of any AUTHORITY official or representative on a question of law, which questions shall be  
8 settled in accordance with the laws of the State of California.

9 **ARTICLE 15. TERMINATION**

10 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,  
11 by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay  
12 CONTRACTOR its allowable costs incurred to date of that portion terminated and those allowable costs  
13 determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter,  
14 CONTRACTOR shall have no further claims against AUTHORITY under this Agreement.

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

25 /

26 /

**ARTICLE 16. INDEMNIFICATION**

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

**ARTICLE 17. ASSIGNMENTS AND SUBCONTRACTS**

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

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

<u>Subcontractor Name/Addresses</u>	<u>Function</u>

C. AUTHORITY shall have the right, but not the obligation, to review the form of subcontract used by CONTRACTOR for the project and to require modifications thereto to conform to the requirements set forth herein.

**ARTICLE 18. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall provide AUTHORITY, or other agents of the AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary shall maintain such books, records, data and documents in

1 accordance with generally accepted accounting principles and shall clearly identify and make such  
2 items readily accessible to such parties during CONTRACTOR's performance hereunder and for a  
3 period of four\_(4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit  
4 books and records directly related to this Agreement shall also extend to all first-tier subcontractors  
5 identified in Article 17 of this Agreement. CONTRACTOR shall permit any of the foregoing  
6 parties to reproduce documents by any means whatsoever or to copy excerpts and  
7 transcriptions as reasonably necessary.

8 **ARTICLE 19. CONFLICT OF INTEREST**

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

17 **ARTICLE 20. CODE OF CONDUCT**

18 CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-  
19 Party contracts which is hereby referenced and by this reference is incorporated herein. CONTRACTOR  
20 agrees to include these requirements in all of its subcontracts.

21 **ARTICLE 21. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

26 /

**ARTICLE 22. FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR 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 23. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR 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 24. 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 AUTHORITY. Copies may be made for CONTRACTOR'S records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project

1 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without  
2 the express written consent of AUTHORITY.

3 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be  
4 released by CONTRACTOR to any other person or agency except after prior written approval by  
5 AUTHORITY, except as necessary for the performance of services under this Agreement. All press  
6 releases, including graphic display information to be published in newspapers, magazines, etc., are to  
7 be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

8 **ARTICLE 25. CONVICT LABOR**

9 In connection with the performance of work under this Agreement, CONTRACTOR agrees not  
10 to employ any person undergoing sentence of imprisonment at hard labor. This does not include  
11 convicts who are on parole or probation.

12 **ARTICLE 26. NOTICE OF LABOR DISPUTE**

13 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay  
14 its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant  
15 information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any  
16 subcontract hereunder as to which a labor dispute may delay performance under this Agreement.  
17 However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

18 **ARTICLE 27. MATERIAL AND WORKMANSHIP**

19 A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles  
20 incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the  
21 purpose intended. Unless otherwise specifically provided in this Agreement, reference to any  
22 equipment, material, article or patented process, by trade name, make or catalog number, shall be  
23 regarded as establishing a standard of quality and shall not be construed as limiting competition, and  
24 CONTRACTOR may, at its option, use any equipment, material, article or process which, in the judgment  
25 of AUTHORITY, is equal to that named. CONTRACTOR shall furnish to AUTHORITY for its approval  
26 the name of the manufacturer, the model number and other identifying data and information respecting

1 the performance, capacity, nature and rating of the machinery and mechanical and other equipment,  
2 which CONTRACTOR contemplates incorporating in the work. When required by this Agreement or  
3 when called for by AUTHORITY, CONTRACTOR shall furnish AUTHORITY, for approval, full  
4 information concerning the material or articles, which it contemplates incorporating in the work. When  
5 so directed, samples shall be submitted for approval at CONTRACTOR's expense, with all shipping  
6 charges prepaid. Machinery, equipment, material and articles installed or used without required approval  
7 shall be at the risk of subsequent rejection.

8 B. All work under this Agreement shall be performed in a skillful and workmanlike manner.  
9 Notwithstanding the provisions of Article 3 hereof, AUTHORITY may, in writing, require CONTRACTOR  
10 to remove from the work any employee AUTHORITY deems incompetent, careless or otherwise  
11 objectionable.

12 **ARTICLE 28. CONTRACTOR INSPECTION SYSTEM**

13 CONTRACTOR shall maintain an adequate inspection system and perform such inspections as  
14 will assure that the work performed under this Agreement conforms to the specified requirements, and  
15 shall maintain and make available to AUTHORITY adequate records of such inspections.

16 **ARTICLE 29. SUPERINTENDENCE BY CONTRACTOR**

17 CONTRACTOR, at all times during performance and until the work is completed and accepted,  
18 shall give its personal superintendence to the work or have on the work a competent superintendent,  
19 satisfactory to AUTHORITY and with authority to act for and on behalf of CONTRACTOR.

20 **ARTICLE 30. OTHER CONTRACTS**

21 AUTHORITY may undertake or award other agreements for additional work, and  
22 CONTRACTOR shall fully cooperate with such other CONTRACTOR's and AUTHORITY's employees  
23 and carefully fit its own work to such additional work as may be directed by AUTHORITY.  
24 CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by  
25 any other CONTRACTOR or by AUTHORITY.

26 /

1           **ARTICLE 31.   INSPECTION OF SITE**

2           CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions  
3 affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling  
4 and storage of materials, availability of labor, water, electric power and roads and uncertainties of  
5 weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of  
6 the ground, the character of equipment and facilities needed preliminary to and during prosecution of the  
7 work. CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and  
8 quantity of surface and subsurface materials or obstacles to be encountered insofar as this information  
9 is reasonably ascertainable from an inspection of the site, including all exploratory work done by  
10 AUTHORITY, as well as from information presented by the drawings and specifications made a part of  
11 this Agreement. Any failure by CONTRACTOR to acquaint itself with the available information will not  
12 relieve it from responsibility for the difficulty or cost of successfully performing the work. AUTHORITY  
13 assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis  
14 of the information made available by AUTHORITY.

15           **ARTICLE 32.   PROTECTION OF VEGETATION, UTILITIES, IMPROVEMENTS**

16           A. CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and  
17 grass on or adjacent to the site of work which is not to be removed and which does not unreasonably  
18 interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid  
19 damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations  
20 or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted  
21 with an approved tree pruning compound as directed by AUTHORITY.

22           B. CONTRACTOR shall protect from damage all existing improvements or utilities at or near  
23 the site of the work, the location of which is made known to it, and will repair or restore any damage to  
24 such facilities resulting from failure to comply with the requirements of this Agreement or the failure to  
25 exercise reasonable care in the performance of the work. If CONTRACTOR fails or refuses to repair

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1 any such damage promptly, AUTHORITY may have the necessary work performed and charge the cost  
2 to CONTRACTOR.

3 **ARTICLE 33. CLEANING UP**

4 A. CONTRACTOR shall at all times keep the construction area, including storage areas used  
5 by it, free from accumulations of waste material or rubbish, and prior to completion of the work remove  
6 any rubbish from DISTRICT owned premises and all tools, scaffolding, equipment and materials not the  
7 property of AUTHORITY or DISTRICT. Upon completion of the construction, CONTRACTOR shall leave  
8 the work and premises in a clean, neat and workmanlike condition satisfactory to AUTHORITY.

9 B. After completion of all work on the project, and before making application for acceptance of  
10 the work, CONTRACTOR shall clean the construction site, including all areas under the control of  
11 AUTHORITY or DISTRICT, that have been used by CONTRACTOR in connection with the work on the  
12 project and remove all debris, surplus material and equipment, and all temporary construction or facilities  
13 of whatever nature, unless otherwise approved by AUTHORITY. Final acceptance of the work by  
14 AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the foregoing  
15 requirements for final cleanup of the project site.

16 C. Full compensation for conforming to the provisions in this Article, not otherwise provided for,  
17 shall be considered as included in price of this Agreement and no additional compensation will be  
18 allowed therefore.

19 **ARTICLE 34. HEALTH AND SAFETY REQUIREMENTS**

20 CONTRACTOR shall comply with all of the requirements set forth in Exhibit E, "LEVEL 3  
21 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "CONTRACTOR," and  
22 "Subcontractor" shall mean "SUBCONTRACTOR."

23 /

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1452  
to be executed on the date first above written.

**CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION**

**AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Darrell Johnson  
Chief Executive Officer

**APPROVED AS TO FORM:**

By \_\_\_\_\_

James M. Donich  
General Counsel

**APPROVED:**

By \_\_\_\_\_

James G. Beil.  
Executive Director, Capital Programs

Date \_\_\_\_\_

**EXHIBIT D: FORMS**

INFORMATION REQUIRED OF OFFEROR

- 1. I acknowledge receipt of **RFP 8-1452** and Addenda No.(s)\_\_\_\_.
- 2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum of 120 days)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

All billing rates are “fully loaded”, i.e., includes all overhead, general costs, administrative costs and profit

**OFFEROR'S CERTIFICATE OF COMPLIANCE**  
**REGARDING**  
**WORKERS' COMPENSATION INSURANCE**

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Name of Offeror/Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

### STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime 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 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 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 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. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Last Rev. 08/26/2015

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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 the OCTA 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.

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

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

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"/> Subcontractor   | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime<br>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.

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

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

Name of Contributor: \_\_\_\_\_

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

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

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

Name of Contributor: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Contributor



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Lisa A. Bartlett, Chairwoman**

**Tim Shaw, Vice Chairman**

**Laurie Davies, Director**

**Barbara Delgleize, Director**

**Andrew Do, Director**

**Lori Donchak, Director**

**Michael Hennessey, Director**

**Steve Jones, Director**

**Mark A. Murphy, Director**

**Richard Murphy, Director**

**Al Murray, Director**

**Shawn Nelson, Director**

**Miguel Pulido, Director**

**Todd Spitzer, Director**

**Michelle Steel, Director**

**Tom Tait, Director**

**Greg Winterbottom, Director**

**OFFEROR'S CERTIFICATE OF COMPLIANCE**  
**REGARDING**  
**STATE OF CALIFORNIA**  
**BUSINESS AND PROFESSIONS CODE SECTION 7028.15**

Contractor License Number: \_\_\_\_\_

Expiration Date of Contractor's License: \_\_\_\_\_

Each, every and all of the representations made by Offeror in the attached bid are true and correct.

Name of Offeror/Contractor: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed to and sworn before me, a Notary Public in and for the State of California, on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on:

\_\_\_\_\_, 201\_\_

(NOTARY SEAL)

**LIST OF SUBCONTRACTORS**

List only the subcontractors, which will perform work or labor or render services (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	DIR Registration No.	Specific Description of Work to be Rendered	Small Businesses Y/N	Classification*

Offeror's Name \_\_\_\_\_

## 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.: 8-1452 \_\_\_\_\_

RFP Title: On-Call Property Maintenance Services for Authority-Owned Properties \_\_\_\_\_

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:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:


**EXHIBIT E: SAFETY SPECIFICATIONS**

## LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

### REQUIRED HSE SUBMITTAL SUMMARY

The Contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and SDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
5. On-Site HSE Representative:  
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety

Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:  
This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

## **PART I – GENERAL**

### **1.0 GENERAL HEALTH, SAFETY AND 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, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.



- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

## **PART II – SPECIFIC REQUIREMENTS**

- 2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

### **2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS**

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, Contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
  - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability

Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

- b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).

- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Safety Data Sheet (SDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. 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, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for

HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential

hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.

2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
  3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
  4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
- D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
- E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

## **2.4 SITE HSE ORIENTATION**

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade

requirements. When required by scope, additional orientation shall include fall protection, energy isolation lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

## 2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

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, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or 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 senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, 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.
2. Serious Incident: includes 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, 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.

## 2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

## 2.7 ENVIROMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous

waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

## **2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS**

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).



## **2.9 LANGUAGE REQUIREMENTS**

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

## **2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

- A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.
- D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

## **2.11 AERIAL DEVICES (CCR Title 8, Section 3648)**

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)**

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. **RECOMMENDED:** a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

**2.13 CRANES**

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items 1, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
9. Contractor shall prepare a documented daily crane inspection report.

B. Pick and carry with rubber-tired cranes is forbidden on Authority projects.

C. Engineered Critical Lifts

A critical lift is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.
4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.  
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.

4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
  - A. Locations of all components to be lifted prior, during and after the lift is completed.
  - B. Radius points.
  - C. Swing patterns.
  - D. In the event that the lift must be aborted, positions where the load may be safely landed.
  - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

**Note:** *This information may be available from the Authority for selected locations on some projects.*
7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
  - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
  - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.

9. Operator qualifications.
10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
12. Emergency action plan.
13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

#### **E. OVERHEAD CRANES**

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

#### **2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)**

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

**2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)**

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.
- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as "industrial tractors". All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A copy of each operator's certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manager must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

- A. Electrical Certification of Training: Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

**2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)**

Before using tools such as "Hilti guns" or other powder-actuated tools, the following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. A copy of each qualified person's valid operator card.

**2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)**

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.
- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

**2.21 WARNING SIGNS AND DEVICES**

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

**2.22 STEEL ERECTION**

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.



- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.
- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

## **2.23 AUDITS**

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

## **2.24 RAILWAY SAFETY PRECAUTIONS**

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

**2.25 FINES**

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract.

**2.26 COMPLIANCE COSTS**

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

**2.27 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. USACE Construction Quality Management Manual (EM-385-1-1)
- E. Construction Industry Institute (CII)
- F. OCTA Construction Management Procedures Manual
- G. OCTA Yard Safety Rules

END OF DOCUMENT

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Revision 9, 8/28/2015  
Level 3 HSE Specifications  
1008403.17

**EXHIBIT F: CALTRANS "LABOR SURCHARGE  
AND EQUIPMENT RENTAL RATES**

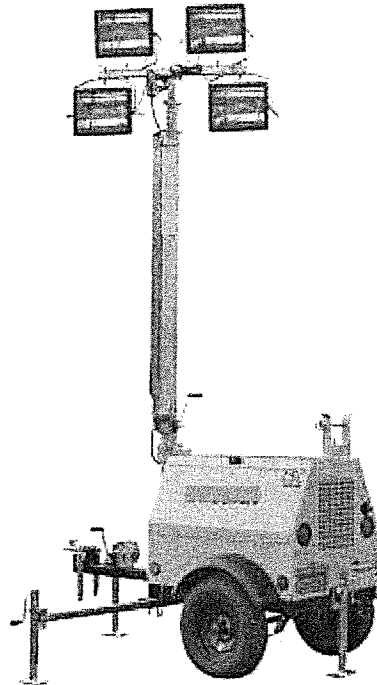
State of California  
California State Transportation Agency  

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Department of Transportation  
Division of Construction

# Labor Surcharge and Equipment Rental Rates

(Cost of Equipment Ownership)



Effective April 1, 2017 through March 31, 2018

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FOR DOUBLE-SIDED PRINTING

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**USER'S GUIDE**  
**FOR LABOR SURCHARGE AND EQUIPMENT RENTAL RATES**  
**April 1, 2017 - March 31, 2018**

RFP 8-1452  
EQUIPMENT RENTAL RATES  
EXHIBIT F

Equipment Rental Rates are available on the Internet at:

**<http://www.dot.ca.gov/hq/construc/equipmnt.html>**

Miscellaneous Equipment Rental Rates are available on the Internet at:

**<http://www.dot.ca.gov/hq/construc/misceqrr/index.htm>**

The miscellaneous listing is updated daily.

## **Changes**

**Books are no longer available in hard copy and should be downloaded from the internet and printed.**

Changes to the equipment rates in the April 1, 2017 book are the result of: 1) fuel costs decreased; 2) interest rates decreased; 3) Producers' Price Index increased; 4) no change in sales tax; and 5) no change in freight (F.O.B.) rates.

## **Labor Surcharge**

The labor surcharge compensates the contractor for statutory payroll items stipulated by various governmental agencies. The six items included are worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance, and State training taxes. The general rate is an average of the job classifications common to Caltrans projects. The labor surcharges in the April 1, 2017 book are the result of decreases in worker's compensation rates. The rates were derived from using the pure premium rate approved by the Insurance Commissioner effective January 1, 2017 and increasing it by the historical statewide average expense. In the calculation of the labor surcharge for overtime work, the worker's compensation is not included on the premium portion of overtime, as provided by worker's compensation regulations.

The surcharge percentage to be applied to the actual wages paid as provided in Section 9-1.04B [9-1.03A(1b)] of the *Standard Specifications* will be **11 percent for regular time (RT) and 11 percent for overtime (OT)**.

Exceptions to the general rate are listed below. These classifications were chosen because of high worker's compensation insurance costs. Forward questions, regarding worker's compensation rating and proper labor surcharge usage, to the rental rate personnel in the Division of Construction.



## EXCEPTIONS

<u>Type of Work Performed</u>	<u>Labor Surcharge Percent</u>	
	RT	OT
Concrete Construction - Bridge .....	11	11
Drilling .....	14	13
Fence & Guardrail Construction .....	13	12
Erection of structural metal for metal bridges, excluding sign bridge .....	14	13
Landscape Gardener .....	12	11
Mobil Crane & Hoist Service .....	15	14
Painting Steel Structures or Bridges .....	15	14
Pile Driving, not including drilled, cast-in-place concrete piles .....	16	15
Sign Erection or Repair .....	17	15
Wrecking & Demolition .....	13	12

An appropriate labor surcharge will be established by the Division of Construction for work that is determined by the resident engineer to be covered by Longshoreman and Harbor Worker's Act.

## Background

By the authority described in Section 9-1.04 [9-1.03A] of the *Standard Specifications*, compensation for work paid by force account is determined to be the total of the direct equipment costs (rental rate) plus a 15 percent markup for all overhead not included as direct costs. The direct costs include fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage, cost of facilities capital, overhaul and all incidentals. The labor costs required to provide the above listed items are also included. The operator cost is not included in the equipment rate.

The calculated rate represents the cost of owning and operating the equipment, which is likely to be lower than the rate charged by a rental yard. The rental yard rate may include additional overhead and profit as well as a premium for short-term rentals. In certain situations, factors are applied to the calculated rates to provide ownership-only rates for delay situations or operating-only rates for overtime situations. The rates are calculated using factors for the direct cost items described above. The factors represent an average and are applied to all makes and models of equipment within the class. **All rates are hourly, unless stated otherwise.**

## Overtime and Multiple Shifts

Certain equipment costs are fixed on an annual basis, no matter how many hours are worked. Once an estimate of the costs and hours of use is made, a rate can be determined. When more than the estimated number of hours are worked (Overtime or Multiple Shift), a duplication of payment occurs on the fixed cost portion of the equipment rate.

In order to avoid this duplication, Caltrans uses a reduced rate for the Overtime or Multiple Shift situations. The definition of Overtime or Multiple Shift periods is:

**Overtime hours occur after the equipment has worked at force account, eight hours per day (or after the daily equivalent of forty hours per week for special work schedules - 4/10 or 9/80). Multiple shift hours will be paid at the same rate as overtime hours.**

The hours shown on the Daily Extra Work Bill will determine when the Overtime and Multiple Shift is to be used. **When the hours worked on force account are eight or less, straight time rates will be used.** When the hours worked on force account are more than eight, Overtime and Multiple Shifts rates will be used. Saturday, Sunday or holiday work will be paid at the overtime rate except in those cases where these days are considered working days in the special provisions.

Be advised the computed overtime rates are no longer rounded and now equal the product of the straight time rate and overtime factor. The Overtime and Multiple Shift Factors are recalculated annually to reflect changes in the operating costs.

## Delays

As described in Section 8-1.07C [8-1.09] of the *Standard Specifications*, the Delay Factor may be applied to the equipment rental rate. The Delay Factor may be the basis for compensation for idle equipment time on an excusable delay. The factor has been calculated to include the ownership costs without including operating costs. The Delay Factor recovers all the contractor's non-operating costs in an eight hour day. If payment is made for equipment on an excusable delay, it is limited to eight hours per day or forty hours per week maximum.

The NONOP class for non-operated items and the TRAFc class for traffic safety devices have been separated from traditional "rolling stock" equipment when calculating the Delay Factor. These classes are comprised of items whose depreciable lives are related to the number of uses per year, rather than the number of hours per year. Accordingly, the reasonable compensation for the contractor's actual loss has been estimated to equal the cost of facilities capital. **It should be recognized that these items must be out of service before the Delay Factor is applied. For example, if work behind K-rail is delayed, the K-rail should be paid straight time until it is no longer controlling traffic.**

Any use of this factor must have the prior approval of the resident engineer. The Delay Factor is recalculated annually to reflect changes in the operating costs.

## Use of Daily Extra Work Bill

Identification codes and rates are intended to be used with the Department's Internet change order billing system. The class is abbreviated using a 5 digit alpha-code, the make (manufacturer), a 4 digit alpha-code, and the code a 7 digit alpha-numeric code. All three codes must be used to define the equipment when using the automated pay system. Since the majority of items are described by per hour rates, each line has an entry for hours with an allowable maximum of 24. Special items with other than hourly rates should be appropriately checked and then entered in the Regular Hours column. For example, 50 Traffic Cones used 3 days (converts to 1.5, 100-cone-days) requires 1.5 be entered in the Regular Hours column. Note that any entry in the Delay Factor column will automatically apply the Delay Factor to every equipment entry on the current report.

Whenever an identification code cannot be found or the rate for a particular date of work performed is not available, updated information should be requested from the resident engineer. It is the resident engineer's responsibility to establish rates for equipment not found in the *Labor Surcharge and Equipment Rental Rates* publication. Support for this determination is available from both District and Headquarters Construction Offices. **Rates are regularly superseded during contract periods, so avoid the use of old publications or expired rates.**

The equipment is presented with a standard configuration capable of performing work commonly encountered on Caltrans projects. Special attachments or accessories are described under the classification heading in the *Labor Surcharge and Equipment Rental Rates* publication. Attachments other than those described by these remarks will be paid only upon direction of the resident engineer.

## EQUIPMENT RENTAL RATE

RFP 8-1452  
EQUIPMENT RENTAL RATES  
EXHIBIT F

NOTE--THE FOLLOWING RATES ARE IN EFFECT FROM APRIL 1, 2017 THROUGH MARCH 31, 2018

## ATTACHMENTS

TRACTOR ATTACHMENTS -including power control units and accessories necessary to provide a functional attachment. Dozer blades are included in the standard configuration for both crawler and heavy, rubber tire tractors.

Rippers are listed from R1 to R8 and Winches for logging or towing are listed from S1 to S5. Equipment model groups are as follows:

1. Case 300 Thru 800 Series, Cat D-2 thru D-4, Deere 400 & 450, Dresser TD-7, TD-8 and TD-9, Fiat-Allis FD-5 Thru FD-7, Komatsu D21E Thru D37P, Liebherr PR711 & PR721.
2. Case 1150, Cat D-5, Deere 750, Dresser TD-12, Fiat-Allis FD9 & 10, Komatsu D58P, Liebherr PR731.
3. Case 1450 and 1550, Cat D-6, Deere 850, Dresser TD-15, Komatsu D63PE Thru D68P, Liebherr PR741.
4. Cat D-7 & 814, Dresser TD-20, Fiat-Allis 14 & FD14, Komatsu D83P, Terex 82-30
5. Cat D-8 & 824, Dresser TD-25, Fiat-Allis FD20 Komatsu D135A, Terex 82-40 Michigan 280, Raygo CHD 17 & CD-500.
6. Cat D-9 & 834, Fiat-Allis FD30, Raygo CHD 24 & CD 800.
7. Cat D-10, Dresser TD-40, Fiat-Allis FD40, Komatsu 375, Michigan 380, Raygo CDH 30.
8. Cat D-11, Fiat-Allis FD50, Komatsu 475

Model	Code	Rate
Clam action bucket 1 CY & Less	C1	\$4.09
Clam action Over 1 CY to 2 CY	C2	\$7.20
Clam action Over 2 CY to 3.5 CY	C3	\$10.42
Clam action Over 3.5 CY to 5 CY	C4	\$14.86
Clam action bucket Over 5 CY	C5	\$20.54
Ripper on No. 1 models	R1	\$2.46
Ripper on No. 2 models	R2	\$3.22
Ripper on No. 3 models	R3	\$5.37
Ripper on No. 4 models	R4	\$6.08
Ripper on No. 5 models	R5	\$9.98
Ripper on No. 6 models	R6	\$15.78
Ripper on No. 7 models	R7	\$18.30
Ripper on No. 8 models	R8	\$30.47
Winch on No. 1 models	S1	\$2.92
Winch on No. 2 models	S2	\$4.35
Winch on No. 3 models	S3	\$5.77
Winch on No. 4 models	S4	\$7.40
Winch on No. 5 models	S5	\$12.96
Lift gate	TG	\$0.84
Pump, water truck only	TP	\$5.78
Winch, truck	TW	\$0.31
Gas welding hose per 15.2 m (50 lf)	WH	\$0.02
Elec welding lead per 30.5 m (100 lf)	WL	\$0.18

## AIR COMPRESSOR

[ AIRCP ]

DELAY FACTOR = 0.17

OVERTIME FACTOR = 0.85

All types of self contained units, regardless of power (gas, diesel and lpg) or type of compression (reciprocating, screw and vane). The listed rates include 15.2 meters (50 lineal feet) of hose, all hose whips, fittings, couplings and any compressor attachments. Listed in accordance with mfr's rated capacity in liters per second (cubic feet per minute) at 7 bar (100 psi).

## PORTABLE

[ PORT ]

OVER	TO	Code	Rate
0	19 (40)	000-004	\$3.75
19 (40)	76 (160)	004-016	\$13.98
76 (160)	118 (250)	016-025	\$15.48
118 (250)	212 (450)	025-045	\$27.71
212 (450)	354 (750)	045-075	\$45.06
354 (750)	566 (1200)	075-120	\$67.23
566 (1200)	708 (1500)	120-150	\$86.90

## AIR DRILLS, CRAWLER

[ AIRDL ]

DELAY FACTOR = 0.48

OVERTIME FACTOR = 0.56

All types, pneumatically propelled, including attachments. Expendable carbon drill steel, bits and shanks shall be paid by separate invoice. Rated in accordance with the cylinder bore diameter in millimeters(inches).

## CRAWLER DRILLS

[ CLR ]

OVER	TO	Code	Rate
0	100 (4)	0-4	\$25.28
100 (4)	& Over	5	\$25.87

## AIR TOOLS

[ AIRTO ]

DELAY FACTOR = 0.61

OVERTIME FACTOR = 0.42

All types including paving breakers, clay spades and diggers, sinker rock drills, trench diggers, sheeting/spike drivers, backfill tampers and hand held grinding tools. Expendable drill steel, bits and breakers points, grinding wheels and shanks shall be paid by separate invoice. Rated by tool weight in kilograms (pounds), determined in accordance with the mfr's specifications.

## AIR TOOLS

[ ATOL ]

OVER	TO	Code	Rate
0	4.5 (10)	0-10	\$0.42
4.5 (10)	9.1 (20)	10-20	\$0.46
9.1 (20)	13.6 (30)	20-30	\$0.83
13.6 (30)	18.1 (40)	30-40	\$0.97
18.1 (40)	27.2 (60)	40-60	\$1.05
27.2 (60)	& Over	60	\$1.48

# **ASPHALT DIKE & SHOULDER PAVERS [ ASDSP ]**

**DELAY FACTOR = 0.13      OVERTIME FACTOR = 0.90**  
 Includes all attachments, accessories and automatic grade and line control.

## **A.C. DIKE COMPANY [ ACDC ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
No. 1	4050	\$62.40
No. 2	4052	\$53.62
Nos. 43, 44	4054	\$74.37

## **ASPHALT PAVING COMPANY [ APCO ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
E-1	4000	\$88.85
E-2, E3	4002	\$158.45

## **BLAW-KNOX [ B-K ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
RW-35 / 38	4075	\$63.07
RW-85	4077	\$31.13
RW-95	4079	\$49.98
RW-100	4081	\$91.61
RW-195D	4083	\$125.22

## **DELTA [ DELTA ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
DC-1	4095	\$127.15

# **ASPHALT PAVERS [ ASPAV ]**

**DELAY FACTOR = 0.19      OVERTIME FACTOR = 0.85**  
 Includes all attachments, accessories and automatic grade and line control.

## **BARBER-GREENE [ B-G ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BG 220	0805	\$81.09
BG 225	0810	\$88.57
BG 240	0815	\$95.15
BG 245	0820	\$104.95
BG 260	0825	\$120.66
BG 260B	0826	\$159.30
BG 265	0830	\$138.08
RT 435, 4wd	0905	\$102.15
RT 445, 4wd	0925	\$100.53
RT 455, 4wd	0945	\$98.59
RT 455, 4wd, 10-20' screed	0955	\$102.35
RT 465, 4wd	0965	\$128.50
SA 125	1419E	\$77.16
SB 131	1420	\$95.68
SB 140	1425	\$117.15
SA 141	1430	\$80.06
SA 145	1432	\$102.65
SA 150	1435	\$128.74

SB 170

## **BLAW-KNOX**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PF-22	1490	\$36.07
PF-35	1550	\$63.74
PF-115	1750	\$105.57
PF-120H	2010	\$94.71
PF-171	2090	\$146.23
PF-180	2100	\$60.10
PF-180H	2204	\$153.14
PF-200	2250	\$150.57
PF-200, 18' screed	2252	\$153.47
PF-220	2300	\$151.92
PF-400A	2350	\$134.28
PF-500	2404	\$165.12
PF-500, 18' screed	2406	\$168.23
PF-510, 18' screed	2407	\$175.85
PF-3172, 18' screed	2408	\$146.42
PF-3200	2410	\$194.60
PF-5510	2415	\$203.91

## **CATERPILLAR**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
AP-200	2420	\$38.38
AP-800	2430	\$102.92
AP-1050	2431	\$162.14
AP-1000	2435	\$159.01
AP-1000 4wd	2436	\$165.04
AP-1055B	2438	\$206.32
AP-1055D	2438D	\$257.24
AP-1200	2440	\$129.79

## **CEDAR RAPIDS**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BSF-2H	2550	\$83.21
BSF-3R	2600	\$89.74
CR-351	2668A	\$135.07
CR-351 4wd	2668B	\$139.87
CR-361R (RUBBER TRACK)	2668R	\$169.20
CR-431	2669	\$113.18
CR-551	2670	\$182.39
CR-461	2672	\$180.25
CR-561	2674	\$192.40

## **LAYTON**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
F-525	2680	\$20.07
D-550	2682	\$22.57
H-500B	2684	\$7.18

RFP 8-1452  
 EQUIPMENT RENTAL RATES  
 EXHIBIT F

**ASPHALT WINDROW PICKUP MACHINE [ ASPWP ]****DELAY FACTOR = 0.09 OVERTIME FACTOR = 0.93**

Includes all attachments and accessories.

**ATHEY [ ATHY ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
7-11	5000	\$77.08

**BARBER-GREENE [ B-G ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BG-610H	5100	\$56.53

**CATERPILLAR [ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
WE-601B	5200	\$61.31

**CLARK'S WELDING COMPANY [ CLAR ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
500	5300	\$46.64
601	5304	\$41.14
Lincoln 660	5305	\$84.46

**C.M.I. [ CMI ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
851	5405	\$77.37

**AUGERS, CRAWLER MOUNTED [ AUGCL ]****DELAY FACTOR = 0.31 OVERTIME FACTOR = 0.72**

Includes carrier, attachments and accessories with up to 6.1 meters(20 feet) of auger flights. Consumable bits or tips to be paid by separate invoice.

**BAYSHORE [ BYSH ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
8400 TD limited access	1500	\$105.93

**TEXOMA [ TXMA ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TAURUS	2010	\$220.19
700CL	2100	\$126.27

**WATSON [ WATS ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2000CM	2500	\$95.55
2500CM	2505	\$148.47
3000CM	2510	\$168.42
3100CM	2515	\$175.49

**EQUIPMENT RENTAL RATES  
AUGERS, HORIZONTAL [ AUGHZ ]  
EXHIBIT F****DELAY FACTOR = 0.30 OVERTIME FACTOR = 0.73**

Includes all attachments and accessories with up to 9.1 meters(30 feet) of auger flight, track and/or pipe pusher. Consumable bits or tips shall be paid by separate invoice. Power unit is included.

**AKKERMAN [ AKMN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
360	5000	\$105.45
420 series 1250	5002	\$108.34

**AMERICAN AUGER [ AMAU ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
36-350	5014	\$25.74

**BORZALL [ BORZ ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2300-10	5040	\$8.36
4265-10	5042	\$11.56

**DITCH WITCH [ D-W ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2510	5040	\$41.84

**AUGERS, TRUCK MOUNTED [ AUGTK ]****DELAY FACTOR = 0.24 OVERTIME FACTOR = 0.78**

Includes truck/carrier, all attachments and accessories with up to 6.1 meters(20 feet) of auger flight. Consumable bits or tips shall be paid by separate invoice.

**ATLANTIC [ ATLNL ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
LDH-80	5000	\$167.69
LDH-100	5005	\$138.84
LLDH-80	5010	\$175.26
LLDH-120	5015	\$188.26

**CALWELD [ CALW ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
150-A	5050	\$75.60
200	5052	\$97.75
4500LH	5054	\$165.37

**HUGHES [ HUGH ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
EZ 112	5070	\$57.08
EZ 120	5071	\$64.39
LDH-100	5072	\$107.78
LDH-80	5074	\$106.25
LLDH-120	5076	\$157.00
LLDH-80	5078	\$144.40

[ PDE ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
M -100	5084	\$34.63
M-400 with hammer	5085	\$30.34

[ TXMA ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
Economatic 115	5087	\$76.42
Super Economatic	5089	\$75.74
80	5090	\$123.29
270	5093	\$78.61
330	5095	\$81.79
330 with hammer	5095B	\$94.72
500 with hammer	5096B	\$96.56
600	5097	\$103.09
700	5099	\$165.50

[ WATS ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
1000	6010	\$61.69
2000	6012	\$130.66
3000	6014	\$166.84

### BITUMINOUS DISTRIBUTORS [ BITDT ]

DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.86

Includes all equipment for handling bituminous materials under pressure. Includes pumps, spray bars and other attachments and accessories.

[ TLMD ]			
TRAILER MOUNTED			
Does not include towing unit. Capacity rated in liters (U.S. gallons).			
OVER	TO	Code	Rate
0	1136 (300)	0-300	\$6.03

[ TRMD ]			
TRUCK MOUNTED			
Including truck. Capacity rated in liters (U.S. gallons).			
OVER	TO	Code	Rate
0	3028 (800)	00-08	\$52.89
3028 (800)	5299 (1400)	08-14	\$68.03
5299 (1400)	6831 (1800)	14-18	\$70.42
6831 (1800)	11355 (3000)	18-30	\$72.22
11355 (3000)	15140 (4000)	30-40	\$76.02

### BROOMS & SWEEPING EQUIPMENT [ BRMSW ]

DELAY FACTOR = 0.17 OVERTIME FACTOR = 0.84

Includes all attachments and accessories with brooms of any type. Includes broom wear.

[ MTTD ]		
BROOMS - MOUNTED & TOWED		
Includes traction, PTO or engine driven.		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$24.75

EQUIPMENT RENTAL RATES		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$36.49

### SWEEPERS - SELF PROPELLED, [ SWSP ]

#### PICK UP

Rated in accordance with hopper size in cubic meters (cubic yards).

OVER	TO	Code	Rate
0	2.3 (3.0)	0-3	\$84.73
2.3 (3.0)	4.6 (6.0)	3-6	\$113.60
4.6 (6.0)	6.9 (9.0)	6-9	\$131.08

### BRUSH CHIPPING & SHREDDING MACHINES [ BRUCP ]

DELAY FACTOR = 0.09 OVERTIME FACTOR = 0.92

Includes all attachments, accessories and power unit. Rated in accordance with the cutter head width in millimeters(inches)

[ BCSM ]			
BRUSH CHIP & SHRED			
OVER	TO	Code	Rate
0	230 (9)	00-09	\$24.59
230 (9)	300 (12)	09-12	\$37.85
300 (12)	405 (16)	12-16	\$37.53

### COMPACTORS, HAND GUIDED [ COMHG ]

DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.80

Includes pan, vibrating plate, rammer and jumping jack type compactors(gas or diesel). Includes all attachments and accessories. Listed in accordance with the weight in kilograms(pounds)

[ COMP ]			
COMPACTORS			
OVER	TO	Code	Rate
0	113 (250)	0-250	\$3.28
113 (250)	& Higher	250	\$8.26

### CONCRETE MIXERS [ CONMX ]

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.88

#### STATIONARY OR PORTABLE [ SORP ]

Rated by Mfr's capacity in cubic meters (sacks or cubic feet).

OVER	TO	Code	Rate
0	0.10 (3.5)	0-3.5	\$1.72
0.10 (3.5)	0.17 (6.0)	03.5-6	\$2.55
0.17 (6.0)	0.31 (11)	06-11	\$3.29
0.31 (11)	0.45 (16)	11-16	\$4.69

#### TRANSIT MIX [ TRMX ]

PTO type, including carrier. Rated by Mfr's capacity in cubic meters (cubic yards).

OVER	TO	Code	Rate
6.4 (9)	7.6 (10)	09-10	\$124.34
7.6 (10)	9.2 (12)	10-12	\$122.43

**CONCRETE PUMPS**

[ CONPM ]

**DELAY FACTOR = 0.19****OVERTIME FACTOR = 0.83**

Includes truck/carrier or self powered trailer mounted units. Including attachments, accessories and hoses.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ELBA	[ ELBA ]	
K-8020	1000	\$77.87

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MAYCO	[ MACO ]	
C-30HD	1020	\$14.21
LST-30/60S	1024	\$24.49

<u>Model</u>	<u>Code</u>	<u>Rate</u>
SCHWING	[ SHWG ]	
BPA-1000	1050	\$30.58
WP-1000X	1052	\$40.25
WP-1250X	1054	\$51.87
900-1200 w/28 m boom	1055	\$83.59
900-1200 w/32 m boom	1057	\$90.29
BPL 1200 w/36 m boom	1058	\$100.12

<u>Model</u>	<u>Code</u>	<u>Rate</u>
THOMSEN	[ THOM ]	
A-3.75 w/ mixer	1070	\$19.05
A-7	1072	\$16.35
11 pump w/28 m boom	1078	\$95.77
12 pump w/32 m boom	1082	\$103.06
14 pump w/36 m boom	1084	\$150.83

**CONCRETE SLIPFORM PAVERS**

[ CONSF ]

**DELAY FACTOR = 0.21****OVERTIME FACTOR = 0.83**

Includes all attachments and accessories. Detached, independently powered finished bridges or spray/tyne machines are not included.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C.M.I.	[ CMI ]	
SF-250	2002	\$142.71
SF-350 series 2	2004	\$235.87
SF-550	2006	\$309.30

<u>Model</u>	<u>Code</u>	<u>Rate</u>
GOMACO	[ GOMA ]	
GP-2000	2020	\$144.04
GP-2500	2022	\$159.75
GP-3500	2024	\$230.63

**CONCRETE VIBRATORS**

EQUIPMENT RENTAL RATES

EXHIBIT F

**DELAY FACTOR = 0.37****OVERTIME FACTOR = 0.65**

Includes all attachments and accessories. Includes vibrator motor but independent power, whether air or electric, shall be paid as a separate item.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CONCRETE VIBRATORS	[ CVIB ]	
Each Vibrating Head	EVHD	\$0.90

**CURB EXTRUSION MACHINES**

[ CRBEX ]

**DELAY FACTOR = 0.24****OVERTIME FACTOR = 0.80**

Self propelled for asphalt or concrete curb and gutter section. Includes attachments, accessories and molds. Rated by Mfr's maximum width recommendations in millimeters (inches).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	460 (18)	0-18	\$29.26
460 (18)	& Over	18 PLUS	\$84.34
CURB EXTRUSION MACHINE	[ CEM ]		

**CONCRETE BARRIER SLIPFORM PAVERS**

[ CRBSF ]

**DELAY FACTOR = 0.22****OVERTIME FACTOR = 0.83**

Includes all attachments, accessories and barrier or curb molds.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C.M.I.	[ CMI ]	
SF-175	3000	\$106.58

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CURBMASTER	[ CURB ]	
CMT-800	3020	\$67.46

<u>Model</u>	<u>Code</u>	<u>Rate</u>
GOMACO	[ GOMA ]	
GT-6000-(78&90)	3040	\$74.68
COMMANDER II	3045	\$86.41
COMMANDER III	3050	\$118.32

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MILLER FORMLESS	[ MILL ]	
M-7500	3063	\$87.36
M-8100	3065	\$123.54
M-8800	3067	\$159.03



## ELECTRIC GENERATORS & LIGHT PLANTS [ ELGEN ]

**DELAY FACTOR = 0.15      OVERTIME FACTOR = 0.86**

Rates are for gas or diesel power and alternating or direct current.

### GENERATOR [ GEN ]

Rated in accordance with Mfr's output in kilowatts.

OVER	TO	Code	Rate
0	1	000-001	\$0.65
1	3	001-003	\$1.48
3	7.5	003-008	\$3.08
7.5	15	008-015	\$6.92
15	25	015-025	\$10.81
25	50	025-050	\$11.10
50	100	050-100	\$19.54
100	200	100-200	\$38.79
200	300	200-300	\$65.03
300	400	300-400	\$89.20
400	500	400-500	\$112.09

### LIGHTS [ LITE ]

Includes trailer, pole and generator.

Model	Code	Rate
2 Light Set	2 LIGHT	\$3.40
4 Light Set	4 LIGHT	\$7.20

## ELECTRIC POWERED HAND TOOLS [ ELTOL ]

**DELAY FACTOR = 0.61      OVERTIME FACTOR = 0.42**

Includes electric powered, hand held tools not listed elsewhere in this book. Expendable bits, blades, discs, wheels, etc. shall be paid by separate invoice. Rated in accordance with Mfr's suggested retail price.

### TOOLS [ TOOL ]

OVER	TO	Code	Rate
450	600	045-060	\$0.30
600	800	060-080	\$0.40
800	1000	080-100	\$0.50

## FORK LIFT TRUCKS [ FKLFT ]

**DELAY FACTOR = 0.25      OVERTIME FACTOR = 0.77**

Includes attachments and accessories. Listed in accordance with the Mfr's maximum rated capacity in kilograms(pounds).

### FORK LIFT TRUCKS [ FLT ]

OVER	TO	Code	Rate
454 (1000)	1814 (4000)	010-040	\$24.61
1814 (4000)	2722 (6000)	040-060	\$32.73
2722 (6000)	3629 (8000)	060-080	\$37.00
3629 (8000)	5443 (12000)	080-120	\$50.74
5443 (12000)	7258 (16000)	120-160	\$54.04
7258 (16000)	9072 (20000)	160-200	\$63.52
9072 (20000)	11340 (25000)	200-250	\$63.46

11340 (25000)	13608 (30000)	16807
13608 (30000)	18144 (40000)	300-400
18144 (40000)	22680 (50000)	400-500
22680 (50000)	34020 (75000)	500-750

RFP 8-1452  
EQUIPMENT RENTAL RATES  
EXHIBIT 8  
\$109.54  
\$150.47

## GRADERS [ GRADR ]

**DELAY FACTOR = 0.14      OVERTIME FACTOR = 0.88**

Includes ripper and scarifier attachments and all accessories. Electronic blade control and specialty cutting tools shall be paid separately.

### BLADE-MOR [ BMOR ]

Model	Code	Rate
727	2173	\$20.72
747	2178	\$30.18

### CATERPILLAR [ CAT ]

Model	Code	Rate
120G 87V serial	2685	\$58.99
130G 74V serial	2695	\$65.65
12E 99E serial	2710	\$39.17
12F 73G serial	2768	\$59.27
12F 13K serial	2826	\$46.65
12F 89H serial	2884	\$47.14
12G 61M serial	2890	\$67.41
12H	2895	\$73.46
14E 72G serial	3174	\$61.50
14G	3180	\$100.56
14H	3185	\$111.44
140 14U serial	3250	\$62.53
140G 72V serial	3260	\$72.57
140H	3265	\$78.54
143H	3267	\$88.03
16 49G serial	3290	\$80.59
16 49G800 serial	3348	\$117.86
16 G93U serial	3360	\$140.19
16H	3380	\$150.02
160H	3385	\$92.04
163H	3390	\$97.66

### JOHN DEERE

### [ DEER ]

Model	Code	Rate
JD-570A	3890	\$38.64
JD-570B	3892	\$45.65
JD-670	3900	\$48.88
JD-670A	3905	\$54.89
JD-670CH	3907	\$73.36
JD-770	3910	\$55.57
JD-770A, 770A-H	3915	\$66.17
JD-770B	3916	\$73.43
JD-772CH	3930	\$89.24

<b>GALION</b>	<b>[ GALN ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
A-400E	4940	\$53.52
T-400A	4980	\$50.88
T-500C	5150	\$59.00
T-500L	5204	\$57.58
T-500M	5210	\$60.66
<b>KOMATSU</b>	<b>[ KOMA ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
GD 505A-2	8980	\$55.98
GD 515A-1	8986	\$59.00
GD 605A-2	9000	\$61.65
GD 615A-1	9005	\$68.86
GD 625A-1C	9007	\$91.26
GD 655A-2	9010	\$68.16

<b>HAMMERS, DEMOLITION &amp; PILE</b>	<b>[ HAMMR ]</b>
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DELAY FACTOR = 0.25      OVERTIME FACTOR = 0.78

Includes attachments, accessories and power unit. Does not include carrier.

<b>ABI</b>	<b>[ ABI ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
HVR-60	0100	\$32.11
<b>AMERICAN PILE DRIVING</b>	<b>[ APE ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
150	0010	\$138.58
180	0050	\$186.65
200/500	0060	\$210.92
300 VIBRO	0075	\$231.46
400B VIBRO	0085	\$372.32

<b>ALLIED STEEL &amp; TRACTOR</b>	<b>[ AS&amp;T ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
800	0300	\$54.16
HYRAM 720	0310	\$5.88
HYRAM 725	0320	\$11.05
HYRAM 730	0330	\$13.47
HYRAM 740	0340	\$19.20
HYRAM 750	0350	\$21.33
HYRAM 77	0360	\$8.89
HYRAM 770	0370	\$21.68
HYRAM 780	0380	\$35.23
HYRAM 790	0390	\$46.23
HYRAM 88	0400	\$15.19

<b>DELMAG</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
D-12	0500	\$22.93
D-16	0510	\$32.30
D-22	0520	\$51.35
D-30	0530	\$37.81
D-30-32	0540	\$57.45
D-36-32	0560	\$74.92
D46-32	0570	\$87.77
D62-22	0580	\$144.24
D100-13	0590	\$226.33
<b>FOSTER</b>	<b>[ FOST ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
1700	0600	\$113.53
4030	0630	\$159.75
FNV-1800	0660	\$98.77
FNV-4150	0693	\$205.14

<b>HYDRAULIC POWER SYS</b>	<b>[ HPSI ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
150	0420	\$81.52
260	0430	\$128.88
300	0440	\$154.90

<b>I.C.E.</b>	<b>[ ICE ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
44-50	0450	\$195.42
216	0460	\$70.72
416L	0470	\$116.86
812	0480	\$181.26

<b>KENT</b>	<b>[ KENT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
KHB10G	0700	\$18.15
KHB 15G	0710	\$26.12
KHB 30G	0750	\$29.61
KHB 40G	0760	\$46.92

<b>NPK</b>	<b>[ NPK ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
4XE	0795	\$14.50
6XA	0800	\$12.88
H-10XB	0810	\$31.55
H-12X	0815	\$33.74
H-16X	0820	\$31.14
H-20X	0840	\$35.28
H4X,HXA	0860	\$10.80
H7X	0880	\$13.98

<b>OKADA</b>	<b>[ OKAD ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
UB-5	0900	\$7.63
UB-8	0950	\$14.83

<b>RAMMER</b>	<b>[ RAMR ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
S-84	1000	\$31.23
S-86	1050	\$33.64

<b>STANLEY</b>	<b>[ STAN ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MB250	1100	\$5.80
MB2900	1120	\$23.34
MB4900	1140	\$41.49
MB550	1160	\$9.18
MB800	1180	\$13.68

<b>TELEDYNE</b>	<b>[ TELD ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
950X	1190	\$31.20
TB1025	1195	\$34.16
TB1425X	1200	\$33.93
TB2225X	1220	\$63.42
TB425	1240	\$13.45
TB825X	1260	\$23.30

<b>TRAMAC</b>	<b>[ TRMC ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BRH1100	1300	\$35.84
BRH125	1310	\$10.98
BRH250	1320	\$12.59
BRH400	1330	\$11.87
BRH620	1340	\$23.50
BRH750	1350	\$21.70
BRV950	1360	\$22.89

<b>TUNKER</b>	<b>[ TUNK ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
40.01	1400	\$154.98
40.05	1450	\$154.98
60.05	1460	\$129.73

<b>VULCAN</b>	<b>[ VULC ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
1	1500	\$25.92
010	1520	\$37.03
100C	1540	\$38.62
2300	1560	\$123.78
80C	1580	\$29.74

<b>HYDRAULIC CRANES &amp; EXCAVATORS, CRAWLER MOUNTED</b> <b>EQUIPMENT RENTAL RATES</b> <b>EXHIBIT F</b>
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**DELAY FACTOR = 0.21**      **OVERTIME FACTOR = 0.82**

Includes all attachments and accessories required for lifting or digging.  
Pavement breaker or compactor attachments are not included.

<b>BANTAM</b>	<b>[ BANT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 266	0680	\$71.99
C 366	0690	\$83.66
C 744	1075	\$55.44

<b>CASE</b>	<b>[ CASE ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
9030B	0100B	\$72.77
9040	0110	\$84.32
9060B	0120B	\$169.32
40E E-Boom	1600	\$66.09
40E Y-Boom	1601	\$66.48
50E	1602	\$83.52
125B	1602H	\$68.94
170C	1602N	\$95.08
220B	1602R	\$123.14
880B Y-Boom	1609	\$46.98
980B	1615	\$72.97
1080	1615E	\$63.41
1080B	1615J	\$64.99
1280	1616	\$87.30
1280B	1616E	\$81.50

<b>CATERPILLAR</b>	<b>[ CAT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
304 CR	0200	\$26.50
305C CR	0250	\$35.17
312	0300	\$43.88
312C	0300C	\$48.26
312CL	0300CL	\$49.17
314CL CR	0302CLR	\$55.37
315L	0305	\$53.30
320	0310	\$70.33
320BL	0312	\$74.56
320C	0312C	\$72.49
320CL	0312CL	\$81.08
320L	0315	\$71.74
321C LCR	0320R	\$101.14
322L	0325	\$88.25
325	0330	\$92.88
325BL	0335	\$102.67
325L	0340	\$97.44
328D LCR	0343DR	\$122.88
330BL	0345	\$128.44

## EQUIPMENT RENTAL RATES

330CL	0345CL	\$140.37	690E LC	1698	\$77.17
330D L	0345DL	\$170.07	790	1698D	\$85.84
330L	0350	\$122.36	790D	1699	\$85.22
345BL	0355	\$173.05	790E LC	1700	\$114.72
350L	0360	\$174.25	792	1705	\$105.98
375L	0365	\$280.05	890	1708	\$98.53
205	1617	\$30.33	890A	1720	\$125.69
211	1617E	\$43.99	892D LC	1722	\$144.03
213	1617H	\$48.50	990	1725	\$17.06
215	1618	\$50.12	992D LC	1730	\$27.14
215B LC	1619E	\$55.95	30	1735	\$25.22
215C	1619F	\$61.67	50	1745	\$78.03
215D	1619G	\$68.60	70		
225	1620	\$71.02	200LC		
225LC	1621	\$71.53			
225D LC	1622	\$89.99	DROTT	[ DROT ]	
227	1623	\$74.50	Model	Code	Rate
229	1625	\$96.53	35D E boom	1835	\$50.33
231D	1630	\$110.60	35D Y boom	1845	\$50.74
231DLC	1635	\$112.13	40D E boom	1930	\$62.53
235	1640	\$114.81	40D Y boom	1965	\$67.53
235B	1642	\$127.83	50D	2005	\$81.15
235 Front Shovel	1645	\$124.33	FIAT-ALLIS	[ F-A ]	
235B Front Shovel	1647	\$138.61	Model	Code	Rate
235C	1648	\$145.19	FE 18	9000	\$46.10
235DLC	1649	\$150.89	FE 20 HD	9010	\$58.45
245	1650	\$193.60	FE 20 LC	9020	\$54.71
245B	1650B	\$213.32	FE 28	9030	\$76.67
245 Front Shovel	1652	\$205.06	FE 40 L	9040	\$132.71
245B Front Shovel	1652B	\$228.34	GRADALL	[ GRAD ]	
E 180	1653	\$59.41	Model	Code	Rate
EL 180	1654	\$60.52	G 660	0150	\$62.51
EL 200B	1654E	\$65.17	G 660B	0160	\$78.55
E 240	1655	\$76.63	G 660C	0170	\$79.27
EL 240	1656	\$78.06	G 880B	0210	\$85.20
E 300	1657	\$96.05	G 880C	0215	\$82.18
E 300B	1657B	\$106.61	G 1000	0230	\$132.37
EL 300	1658	\$97.91	XL4200	0260	\$79.60
EL 300B	1658B	\$108.61	XL5200	0280	\$95.64
JOHN DEERE	[ DEER ]		HITACHI	[ HIT ]	
Model	Code	Rate	Model	Code	Rate
225D LC	1575D	\$91.41	UH 07LC	2630	\$60.12
330C LC	1600C	\$131.88	UH 062	2660	\$62.72
450LC	1645	\$167.19	UH 172	2695	\$116.97
490	1660	\$36.31	UH 122	2750	\$77.88
490E	1660E	\$46.77	EX 150	2797	\$55.64
690A	1685	\$48.91	EX 200 LC	2800	\$67.88
690B	1695	\$62.03	EX 270 LC	2806	\$101.08
690C	1697	\$56.91	EX 300LC-2	2807	\$117.64
690D	1697D	\$59.94			

EX 300LC-3	2807A	\$121.04	KOEHRING		
EX 330LC-5	2807B	\$134.82	Model	Code	Rate
EX 370-5	2807F	\$140.39	366 post 1980	4752	\$98.18
EX 400 LC	2808	\$155.84	466E	4990	\$113.12
EX 450LC-5	2808K	\$185.08	566	5160	\$124.53
EX 550LC	2809	\$229.64	666, 666E	5225	\$157.41
EX 700	2810	\$276.22	866, 866E	5235	\$186.35
EX 750-5	2815	\$288.47	6611	6000	\$37.05
EX 1100	2880	\$356.28	6614	6005	\$45.55
HYUNDAI	[ HYUN ]		6612	6010	\$44.34
Model	Code	Rate	6620	6015	\$63.24
200LC	2950	\$67.05	6625	6020	\$77.15
210LC-3	2952C	\$69.91	6633	6029	\$108.74
280LC	2960	\$98.97	6644	6040	\$145.27
290LC	2970	\$103.45	KOMATSU	[ KOMA ]	
450LC	3010	\$156.63	Model	Code	Rate
INTERNATIONAL	[ INTL ]		PC 120-5	9485	\$48.16
Model	Code	Rate	PC 150-1	9490	\$42.57
630	4250	\$46.91	PC 150-3	9495	\$52.82
640 HD	4260	\$62.57	PC 200 LC-2	9500	\$53.27
650 HD	4280	\$72.02	PC 200-5	9504	\$69.86
KATO	[ KATO ]		PC 200 LC-3	9505	\$64.86
Model	Code	Rate	PC 200 LC-5	9506	\$71.22
HD450 VII	3050	\$45.20	PC 220 LC-2	9510	\$68.68
HD700 VII LC	3060	\$65.61	PC 220 LC-3	9515	\$80.32
HD1250 VII LC	3080	\$109.68	PC 220 LC-5	9516	\$86.90
KOBELCO	[ KOBL ]		PC 220 LC-6	9516F	\$93.65
Model	Code	Rate	PC 220 LC-7	9516G	\$98.12
SK200LC MARK III	4687	\$70.24	PC 280 LC-3	9517	\$90.72
K 903B	4688	\$32.00	PC 300 LC-1, LC-2	9520	\$88.36
K 904D	4693	\$35.00	PC 300 LC-3	9525	\$106.59
K 904E	4694	\$36.92	PC 300 LC-5	9526	\$122.13
K 904 Mark II	4694A	\$36.96	PC 300 LC-6	9526A	\$133.96
K 905	4695	\$39.61	PC 360 LC-3	9527	\$122.51
K 905A LC	4697	\$42.91	PC 400 LC-1	9530	\$120.70
K 907C	4700	\$57.68	PC 400 LC-3	9535	\$142.03
K 907D	4702	\$62.10	PC 400 LC-5	9536	\$160.47
K 907 LC	4704	\$62.82	PC 400 LC-6	9537	\$176.19
K 909A	4710	\$80.26	PC 600 LC-6	9539	\$251.13
K 909 LC	4711	\$82.74	PC 650-1	9540	\$222.05
K 912A	4712	\$94.99	PC 650-1 Front Shovel	9550	\$236.43
K 914	4715	\$114.50	PC 650-3	9552	\$237.86
K 916	4717	\$127.89	PC 750-6	9555	\$288.07
SK270LC MARK IV	4720	\$100.92	PC 1000-1	9560	\$367.00
SK400LC MARK IV	4725	\$168.88	PC 1000 LC-1	9565	\$379.23
			PC 1100 LC-6	9575LC	\$440.30

EQUIPMENT RENTAL RATES  
EXHIBIT F

LINK-BELT [ L-B ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
LS 1600	5390	\$27.82
LS 2650	5395	\$38.74
LS 2700C II	5398	\$53.53
2700 QUANTUM	5399	\$56.24
LS 2800	5400	\$45.44
LS 2800A	5402	\$53.57
LS 2800A PL	5404	\$45.98
LS 2800 PL	5405	\$43.21
LS 2800B	5410	\$58.01
LS 3400	5475	\$77.34
LS 3400C II	5477	\$82.82
LS 4300	5660	\$97.77
LS 4300C II	5662	\$107.54
LS 4800	5750	\$113.11
LS 4800 PL	5755	\$99.96
LS 5400	5805	\$129.99
LS 5800	5810	\$136.10
LS 5800A	5812	\$143.91
LS 5800C II	5814	\$151.01
LS 6400	5820	\$201.81
LS 7400	5830	\$196.50
LS 7400A	5840	\$245.01

MASSEY FERGUSON [ M-F ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MF 450D	6245	\$37.49
MF 450S	6250	\$39.81

MITSUBISHI [ MITS ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MS 090	6290	\$27.18
MS 180-3	6295	\$51.73
MS 180 LC-8	6296	\$58.36
MS 230 LC-3	6300	\$67.39
MS 240 LC-8	6305	\$72.84
MS 280-2	6310	\$82.41
MS 380-2	6320	\$116.11
MS 450-8	6330	\$132.63

NORTHWEST [ NW ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
35 DH	6335	\$101.75
45 DH	6340	\$112.80
55 DH	6345	\$120.54
55 DH Series II	6360	\$200.71

P&H [ TAKU ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
H 750	6628	\$49.28
H 1250	6630	\$81.68
H 1750	6635	\$103.72
H 2500	6645	\$132.34
HS 2500	6650	\$137.03
TAKEUCHI [ TAKU ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
TB 15	7686	\$11.46
TB 025	7686A	\$19.04
TB 045	7686E	\$31.52
TB 070	7686H	\$31.55
TB 10S	7688	\$9.04
TB 35S	7690	\$17.65
TB 68S	7692	\$26.29
TB 800	7695	\$12.61

<b>HYDRAULIC CRANES &amp; EXCAVATORS, [ HCESP ]</b> <b>SELF PROPELLED.</b>
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DELAY FACTOR = 0.16      OVERTIME FACTOR = 0.86

Includes all attachments and accessories required for lifting or digging.  
Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE [ B-E ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
300C/SP	1670	\$58.43
320C	1672	\$58.61
360C	1678	\$58.94

BADGER [ BAGR ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
4425/30	1565	\$79.81
4435	1570	\$88.25
4435B	1573	\$89.51
4435C	1573C	\$100.49
4445	1574	\$126.28
4450	1575	\$94.90
4450B	1577	\$101.37
4455	1579	\$127.00

CASE [ CASE ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
40E E-Boom, Cruz Air	1685	\$50.95
40E Y-Boom, Cruz Air	1687	\$51.16
40F E-Boom, Cruz Air	1687H	\$53.17
40F Y-Boom, Cruz Air	1687K	\$53.99
45 E-Boom, Cruz Air	1688	\$65.71
45 Y-Boom, Cruz Air	1689	\$70.42
45B E-Boom, Cruz Air	1689H	\$69.74
45B Y-Boom, Cruz Air	1689K	\$70.47

				EQUIPMENT RENTAL RATES	
				EXHIBIT	
880R E-Boom	1690	\$45.32	RT-635	4700	\$86.61
880R Y-Boom	1695	\$45.44	RT-65 S	4710	\$91.67
1085 E-Boom, Cruz Air	1696E	\$53.04	RT-740	4715	\$119.52
1085 Y-Boom, Cruz Air	1696Y	\$53.34	RT-745	4720	\$86.61
1085B Y-Boom, Cruz Air	1696Z	\$59.51	RT-75 S	4725	\$99.72
1285 E-Boom, Cruz Air	1697E	\$66.08	RT-755	4727	\$147.58
1285 Y-Boom, Cruz Air	1697Y	\$66.22	RT-760	4730	\$123.55
3330 Low Profile	1698E	\$27.28	RT-865	4732	\$171.65
3330B	1698H	\$27.52	RT-865B	4735	\$152.62
CATERPILLAR			RT-875	4750	\$148.30
[ CAT ]			RT-980	4760	\$173.33
<u>Model</u>	<u>Code</u>	<u>Rate</u>	RT-990	4790	\$226.95
206	1699	\$37.46	RT-9100		
212	1699E	\$47.71	KOMATSU		
214	1699H	\$51.52	[ KOMA ]		
224	1699J	\$63.54	<u>Model</u>	<u>Code</u>	<u>Rate</u>
GRADALL			PW 210-1	9580	\$86.97
[ GRAD ]			LINK-BELT		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	[ L-B ]		
G 3WD, 4x4	0110	\$76.32	<u>Model</u>	<u>Code</u>	<u>Rate</u>
GROVE			HSP 15	5500	\$56.71
[ GROV ]			HSP 18	5505	\$56.71
<u>Model</u>	<u>Code</u>	<u>Rate</u>	HSP 20	5510	\$62.66
24	3820	\$28.77	HSP 22	5530	\$64.06
36	3830	\$46.52	HSP 25	5535	\$68.86
68	3850	\$55.01	HSP 8015	5538	\$67.79
1012	3870	\$67.24	HSP 8018	5538E	\$67.79
2535	3880	\$87.86	HSP 8018XL	5538G	\$81.94
RT-48	4030	\$49.25	HSP 8018C	5538H	\$62.93
RT-49	4115	\$49.53	HSP 8025	5538P	\$70.85
RT-58	4285	\$50.75	HSP 8025 S	5538PF	\$72.38
RT-418	4354	\$66.13	HSP 8030	5538Q	\$81.50
RT-420	4356	\$66.13	HSP 8035	5538R	\$119.95
RT-422	4358	\$66.13	HSP 8040	5538S	\$120.09
RT-500D	4359	\$91.28	HSP 8050	5538T	\$122.22
RT-525	4360	\$59.72	HSP 8055	5538V	\$108.41
RT-525B	4362	\$62.58	HSP 8060	5539	\$135.76
RT-525C	4363	\$78.98	LORAIN		
RT-527.5	4365	\$60.56	[ LORN ]		
RT-528B	4370	\$62.58	<u>Model</u>	<u>Code</u>	<u>Rate</u>
RT-528C	4372	\$79.47	LRT 15H	5730	\$57.79
RT-60	4520	\$59.18	LRT 15U	5735	\$59.05
RT-60S	4540	\$61.09	LRT 18U	5740	\$59.51
RT-515	4606	\$59.57	LRT 35U	5745	\$87.37
RT-518	4607	\$61.48	LRT 40U	5750	\$88.14
RT-520	4608	\$62.99	LRT 150	5755	\$57.40
RT-522	4609	\$62.24	LRT 150D	5756	\$73.18
RT-522C	4609G	\$77.64	LRT 180	5760	\$57.36
RT-625	4630	\$68.30	LRT 180D	5760D	\$73.18
RT-630	4635	\$68.30	LRT 200	5765	\$57.19
RT-630B	4637	\$74.24	LRT 200D	5765D	\$73.35

LRT 220	5767	\$59.62	PETTIBONE	Model	Code	Rate
LRT 230	5768	\$64.91				
LRT 230D	5768D	\$73.37				
LRT 250	5769	\$64.93		16 MK P Series	6500	\$50.68
LRT 250D	5769D	\$73.37		20 MK P Series	6580	\$51.31
LRT 275	5770	\$64.93		25	6740	\$47.10
LRT 275D	5770D	\$73.37		25 MK P Series	6750	\$52.09
LRT 330	5772	\$82.12		29 MK P Series	6880	\$53.12
LRT 400	5773	\$94.89		30	6900	\$47.10
LRT 450	5774	\$98.03		30 MK P Series	6903	\$54.11
LRT 500	5775	\$101.05		30 SC, 30 SC P Series	6910	\$73.37
LRT 550	5790	\$106.29		60 SC	6990	\$79.87

**P&H****[ P&H ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
OMEGA 14	5790	\$54.63
OMEGA 15	5792	\$54.63
OMEGA 18	5794	\$55.06
OMEGA 25	5795	\$74.43
OMEGA 20	5796	\$55.73
OMEGA 23	5796E	\$58.47
OMEGA 30	5796J	\$76.84
OMEGA 35	5796P	\$77.80
OMEGA 40	5797	\$105.35
OMEGA 45	5797E	\$107.07
OMEGA 50	5797J	\$108.45
OMEGA 60	5798	\$109.67
OMEGA 65	5799	\$132.45
OMEGA 114	5799C	\$63.13
OMEGA 114D	5799G	\$61.18
OMEGA 118	5799Q	\$64.63
OMEGA 118D	5799S	\$61.33
OMEGA 120	5799U	\$66.27
OMEGA 120D	5799W	\$62.03
OMEGA 122	5799X	\$67.25
OMEGA 122D	5799Y	\$62.61
OMEGA 125	5799Z	\$67.62
OMEGA 128	5799ZA	\$66.11
R 150	5890	\$45.87
R 150-1	5910	\$45.38
R 180	5975	\$46.20
R 200	6060	\$46.52
OMEGA S-15	6062	\$76.97
OMEGA S-18	6063	\$76.97
OMEGA S-20	6064	\$79.52
S-35	6064E	\$107.30

**R.O. PRODUCTS****[ ROP ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MC 5A	8005	\$28.89
MC 50B	8175	\$46.30
MC 50C	8260	\$47.63

<b>HYDRAULIC CRANES &amp; EXCAVATORS, TRUCK MTD. W/ CARRIER</b>
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**[ HCETD ]**

DELAY FACTOR = 0.15

OVERTIME FACTOR = 0.87

Includes truck/carrier. Includes all attachment and accessories required for lifting or digging. Pavement breaker or compactor attachments are not included.

**BUCYRUS-ERIE****[ B-E ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
25 XC	1360	\$74.09
30 XC	1370	\$74.73
40 C	1475	\$65.79
60 XC	1590	\$121.27
65 C	1592	\$104.38
90 XC	1600	\$132.63

**BADGER****[ BAGR ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
300 Hydro-Scopic	0550	\$51.31
460 Hydro-Scopic	0555	\$63.21
666 Hydro-Scopic	0560	\$91.01
888 Hydro-Scopic	0600	\$96.63

**BANTAM****[ BANT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
T 744 Teleskoop	1285	\$59.69
T 888	1310	\$84.44
T 888B	1315	\$97.70



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856	4995	\$37.29
856B	4996	\$36.46
875	4997	\$38.02
875B	4998	\$39.44
Series 85	4999	\$33.26

**P&H****[ P&H ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALPHA 100 ton	5000	\$233.36
CN T-280	5005	\$120.34
T-150	5290	\$86.05
T-180	5380	\$86.49
T-200	5470	\$87.01
T-250	5560	\$101.96
CN T-250	5561	\$122.68
OMEGA T-250	5570	\$98.17
OMEGA T-300	5580	\$101.41
OMEGA T-350	5585	\$102.62
T-300A	5665	\$96.84
OMEGA T-400	5666M	\$121.80
OMEGA T-450	5669	\$123.50
T-600 XL	5670	\$139.29
OMEGA T-500	5680	\$123.49
OMEGA T-650	5745	\$164.22
T-750	5780	\$119.12

**PITMAN****[ PIT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Hydralift HL 40 thru 95	6670	\$27.70
Hydralift HL 100 thru 170	6675	\$31.08
HL 857	6685	\$36.02
HL 1200, 1545-T2 or 1580	6695	\$38.36
POLECAT	6697	\$42.45
PELICAN	6699	\$45.29

**R.O. PRODUCTS****[ ROP ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TC-40	6860	\$28.65
TC-50	6862	\$30.21
TC-70	6864	\$31.57
TC-80	6866	\$31.64
TC-85	6868	\$31.16
TC-110	6870	\$35.32
TC-120	6872	\$35.92
TC-125	6874	\$35.57
TC-145	6876	\$38.50
TC-150	6878	\$36.89

# **EQUIPMENT RENTAL RATES** **HYDRAULIC CRANES & EXCAVATORS, TRUCK MTD. LESS CARRIER.**

EXHIBIT F

**DELAY FACTOR = 0.12****OVERTIME FACTOR = 0.90**

Includes all lifting and digging attachments and accessories. Truck/carrier to be paid separately. Pavement breaker or compactor attachments are not included.

**BUCYRUS-ERIE****[ B-E ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
H-3 series two	1000	\$35.20
H-5 series two	1300	\$42.22

**GALION****[ GALN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
125 P	1970	\$41.63
150 P	1980	\$50.51

**GROVE****[ GROV ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TM 100C	2020	\$58.42
TM 200C	2040	\$50.15

# **HYDRAULIC PERSONNEL LIFTS & AERIAL WORK PLATFORMS**

[ HYLFT ]

**DELAY FACTOR = 0.24****OVERTIME FACTOR = 0.78**

Includes self propelled and power take off(PTO) units whether gas, diesel or electric. Rates for any truck or carrier mounted units shall pay for the truck separately. Reach is rated by Mfr's maximum extension in meters(feet).

**BOOM TYPE****[ BOOM ]**

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	7.6 (25)	00-24	\$13.08
7.6 (25)	15.2 (50)	25-49	\$31.99
15.2 (50)	22.9 (75)	50-74	\$46.31

**SCISSOR TYPE****[ SCIS ]**

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	6.1 (20)	00-20	\$14.38
6.4 (21)	9.1 (30)	21-30	\$17.61
9.4 (31)	15.2 (50)	31-50	\$26.27

**LOADERS, CRAWLER**

[ LDRCL ]

**DELAY FACTOR = 0.14****OVERTIME FACTOR = 0.88**

Includes all attachments and accessories excluding clam-action buckets and backhoe(see attachment class).

<u>Model</u>	<u>Code</u>	<u>Rate</u>
350B	2370	\$28.63
450B	2610	\$26.85
455B	2620	\$28.61
455C	2620A	\$31.49
1155D	3555	\$54.75
1155E	3556	\$59.01
1450	3560	\$59.44
1450B	3565	\$66.28
1455B	3568	\$67.17

**CATERPILLAR**

[ CAT ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
931B	3735	\$29.72
931C	3735C	\$31.76
931 LGP	3740	\$27.94
931B LGP	3745	\$30.81
935B	3845	\$35.60
935C	3845C	\$37.96
939C	3900	\$49.98
943	4130	\$47.46
943 LGP	4135	\$44.33
951C 86J 1992 serial	4200	\$39.97
951C 86J 2598 serial	4210	\$45.32
951C LGP 86J 2598 ser	4215	\$46.15
953	4220	\$63.82
953 LGP	4230	\$58.91
955L 85J 6247 serial	4675	\$57.03
955L 85J 13X10129 ser	4680	\$62.86
955L LGP 85J 13X10129	4685	\$63.20
963	4690	\$88.27
963 LGP	4693	\$78.83
973	4695	\$132.05
973 LGP	4698	\$111.10
977K	5014	\$64.46
977K 11K serial	5092	\$68.69
977L 11K 3919 serial	5170	\$80.85
977L 11K 5083 serial	5180	\$89.99
977L 14X serial	5185	\$94.42
977L LGP	5190	\$94.09
983	5248	\$127.01
983B	5265	\$138.70

**JOHN DEERE**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 350C	5420	\$30.16
JD 450C (4 speed PS)	5805	\$30.66
JD 455D	5807	\$32.41
JD 455E	5809	\$32.65
JD 455G	5809A	\$38.21
JD 555	5810	\$34.77
JD 555A	5812	\$38.55
JD 555B	5814	\$37.78
JD 555G	5814A	\$49.02
JD 655	5815	\$55.41
JD 655B	5817	\$64.49
JD 755	5820	\$51.49
JD 755A	5822	\$64.88
JD 755B	5824	\$74.27
JD 855	5830	\$97.87

**DRESSER**

[ DRES ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
100E (PS)	9000	\$32.00
100G	9005	\$37.51
125E (PS)	9010	\$39.68
125G	9015	\$45.83
175C (PS)	9020	\$78.01
200	9025	\$92.95
250C (PS)	9030	\$92.57
250E (PS)	9035	\$107.03

**KOMATSU**

[ KOMA ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D 53S-16	7878	\$52.39
D 53S-17	7878A	\$65.01
D 55S-2	7900	\$52.51
D 55S-3	7978	\$52.51
D 57S-1	8000	\$74.45
D 65S-6	8017	\$69.46
D 66S-1	8020	\$102.72
D 75S-2	8056	\$75.23
D 75S-3	8060	\$95.58
D 75S-5	8061	\$136.69
D 155S-1	8080	\$190.78

**LOADERS, RUBBER TIRE****[ LDRRT ]****DELAY FACTOR = 0.14****OVERTIME FACTOR = 0.87**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

**ALLIS-CHALMERS****[ A-C ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
710C	0747	\$28.85
714B	0750	\$27.96
714C w/ backhoe	0752	\$30.43
715B w/ backhoe	0765	\$29.85
715C w/ backhoe	0767	\$30.69

**CASE****[ CASE ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
W-11	1365	\$27.58
W-11B	1368	\$33.41
W-18	1444	\$45.60
W-18 9213140 serial	1450	\$49.05
W-18B	1460	\$53.05
W-20	1472	\$49.17
W-20B	1480	\$49.93
W-20C	1482	\$53.83
W-30	1565	\$73.54
480B	1636	\$22.50
480B w/ backhoe	1640	\$23.78
480C	1650	\$29.21
480C w/ backhoe	1660	\$30.74
480D	1662	\$32.92
480D w/ backhoe	1664	\$34.82
480E w/ backhoe	1666	\$28.61
480E LL	1667	\$27.42
480F w/ backhoe	1668	\$29.89
480F LL	1669	\$28.16
480LL	1677	\$32.96
570L XT 4WD	1690	\$32.58
580B w/ backhoe	1705	\$29.81
580C	1710	\$23.92
580C w/ backhoe	1715	\$25.78
580D	1717	\$25.24
580D w/ backhoe	1720	\$27.69
580 Super D	1725	\$27.55
580 Super D w/ backhoe	1727	\$30.05
580 Super E	1731	\$28.20
580 Super E w/ backhoe	1735	\$30.89
580K w/ backhoe	1739	\$31.17
580K 4WD w/ backhoe	1740	\$32.24
580 Super K w/ backhoe	1742	\$34.41
580L w/ backhoe	1743	\$34.66
580 Super L 4WD w/ backhoe	1744	\$40.39

590 Turbo w/ backhoe

590 Super L 4WD w/ backhoe

621

721

821

680E w/ backhoe

680G w/ backhoe

680H w/ backhoe

680K w/ backhoe

680L w/ backhoe

680L 4WD w/ backhoe

780 w/ backhoe

780B w/ backhoe

780C w/ backhoe

780D w/ backhoe

780D 4WD w/ backhoe

**CATERPILLAR****[ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
416 w/ backhoe	1860	\$31.24
416 Series II w/ backhoe	1860A	\$31.47
416B 4WD w/ extend-a-hoe	1861A	\$38.98
416C 4WD w/ backhoe	1861C	\$40.57
416D w/ backhoe	1861D	\$35.81
416D 4WD w/ backhoe	1861D4	\$36.89
420D w/ backhoe	1861M	\$40.07
420D 4WD w/ backhoe	1861M4	\$41.15
426 w/ backhoe	1862	\$35.32
426 Series II w/ backhoe	1862A	\$35.55
426C w/ backhoe	1862C	\$44.46
426C 4WD w/ backhoe	1862C4	\$45.86
428 w/ backhoe	1864	\$35.30
428 Series II w/ backhoe	1864A	\$35.52
430D	1865D	\$49.07
430E	1865E	\$51.97
436 w/ backhoe	1866	\$38.41
436 Series II w/ backhoe	1866A	\$38.60
446 w/ backhoe	1868	\$50.16
446B w/ backhoe	1868B	\$55.72
446D	1868D	\$58.30
450E	1869E	\$70.09
910	1870	\$33.42
910E	1870E	\$39.48
916	1885	\$44.72
920	1894	\$40.71
926	2065	\$51.94
926E	2067	\$56.52
928G	2070G	\$68.33
930 41K serial	2088	\$49.69
930G	2088G	\$80.96
936	2100	\$63.24

RFP 8-1452  
EQUIPMENT RENTAL RATES  
EXHIBIT 1

## EQUIPMENT RENTAL RATES

## EXHIBIT F

			JOHN DEERE	Code	Rate
936E	2110	\$69.06			
936F	2120	\$71.78	Model		
938F	2130	\$73.57	JD-210C	2485	\$25.79
938G	2130G	\$83.01	JD-210C w/ backhoe	2490	\$26.10
950 90A serial	2228	\$51.73	JD-210LE	2495	\$34.17
950 31K & 81J serial	2270	\$64.04	JD-310A w/ backhoe	2504	\$27.34
950B	2272	\$79.22	JD-310B w/ backhoe	2506	\$28.03
950E	2300	\$84.71	JD-310C w/ backhoe	2507	\$30.77
950F	2301	\$89.07	JD-310D w/ backhoe	2507D	\$34.94
950F Series II	2303	\$92.75	JD-310E w/ backhoe	2507E	\$35.82
950G	2310	\$99.90	JD-310SE w/ backhoe	2507F	\$40.07
950H	2310H	\$116.93	310G	2507G	\$36.75
962G	2320G	\$109.01	JD-315SE w/ backhoe	2507H	\$40.70
966C	2340	\$95.41	JD-410 w/ backhoe	2508	\$30.02
966D	2350	\$104.24	JD-410B w/ backhoe	2508B	\$30.71
966E	2360	\$115.53	JD-410C w/ backhoe	2508C	\$35.86
966F	2361	\$118.14	JD-410D w/ backhoe	2508D	\$43.08
966G	2362	\$133.81	JD-410E w/ backhoe	2508E	\$45.16
966H	2362H	\$156.84	410G	2508G	\$46.14
970F	2370	\$139.53	410J 4WD	2508J	\$53.92
972G	2372G	\$148.96	410K	2508K	\$57.08
980B	2376	\$117.36	JD-444	2510	\$39.68
980C	2378	\$147.66	JD-444C	2515	\$41.68
980F	2381	\$152.50	JD-444D	2520	\$42.72
980G	2382	\$168.39	JD-444E	2521	\$46.64
980H	2382H	\$185.19	JD-500C w/ backhoe	2592	\$39.02
988 87A6868 serial	2398	\$142.86	JD-510 w/ backhoe	2620	\$35.61
988B 50W serial	2436	\$212.86	JD-510B w/ backhoe	2625	\$34.99
992B 25K serial	2460	\$257.29	JD-510C w/ backhoe	2630	\$41.04
992C	2470	\$409.03	JD-510D w/ backhoe	2630D	\$49.10
IT 12	2472	\$34.18	JD-544B	2660B	\$49.22
IT 12B	2472B	\$39.88	JD-544C	2660C	\$50.83
IT 14F	2473	\$46.40	JD-544D	2660D	\$49.74
IT 18	2474	\$43.48	JD-544E	2660E	\$55.12
IT 18B	2475	\$49.28	JD-544G	2660G	\$61.39
IT 28	2476	\$52.42	544J	2660J	\$81.03
IT 28B	2477	\$57.24	544K	2660K	\$90.32
IT 28F	2477G	\$66.53	JD-610B w/ backhoe	2690	\$40.02
IT 28G	2478	\$69.72	JD-610C w/ backhoe	2691	\$45.25
IT 38G	2480	\$80.21	JD-624E	2700	\$66.26
IT 62G	2482	\$110.28	JD-624G	2700G	\$75.73
CLARK	[ CLRK ]		JD-624H	2700H	\$82.81
Model	Code	Rate	JD-644B	2710	\$68.06
35C	2484	\$41.25	JD-644C	2715	\$70.98
45C	2486	\$48.24	JD-644D	2717	\$72.86
55C	2488	\$58.12	JD-644E	2719	\$79.51
75C	2491	\$76.26	JD-644G	2719B	\$91.47
125B	2492	\$97.12	JD-644H	2719H	\$98.20
275B	2496	\$169.05	644J	2719J	\$110.35
275C	2497	\$187.59	JD-710B w/ backhoe	2720	\$50.94

EQUIPMENT RENTAL RATES  
EXHIBIT F

JD-710C w/ backhoe	2721	\$56.74	<b>HOUGH</b>	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-710D w/ backhoe	2722	\$62.71				
JD-710D 4WD w/ backhoe	2722D	\$64.65		H65C	3578	\$64.94
710G	2722G	\$66.90		H-90E	3884	\$113.84
JD-744H	2723	\$134.10		H-100C	3954	\$133.05
744J	2723J	\$159.95				
JD-844	2725	\$126.66	<b>INTERNATIONAL</b>	[ INTL ]		
<b>DRESSER</b>	[ DRES ]		<u>Model</u>	<u>Code</u>	<u>Rate</u>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	260A	2260	\$29.47	
510B	2310	\$38.88	260A w/ backhoe	2270	\$31.13	
510C	2310C	\$52.28	270A w/ backhoe	2280	\$34.31	
515B	3517	\$50.40	280A w/ backhoe	2285	\$42.55	
515C	3517C	\$62.00	<b>J C B</b>	[ JCB ]		
520B	3519	\$58.40	<u>Model</u>	<u>Code</u>	<u>Rate</u>	
520C	3519C	\$73.98	214S w/ backhoe	4430	\$41.85	
530	3520	\$82.12	215S w/ backhoe	4435	\$46.10	
530C	3520C	\$90.84	217S w/ backhoe	4440	\$49.41	
540	3530	\$114.86	3C 1550 2WD w/ hoe	4448	\$29.77	
550	3540	\$114.54	3D 1700 4WD w/ hoe	4450	\$40.01	
<b>FIAT-ALLIS</b>	[ F-A ]		1400B w/ backhoe	4455	\$33.74	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	1550B w/ backhoe	4457	\$38.65	
545B	3042	\$47.35	1600B w/ backhoe	4458	\$44.58	
745C	3046	\$92.75	1700B w/ backhoe	4459	\$45.64	
FR 10	3049H	\$50.29	<b>KAWASAKI</b>	[ KAWA ]		
FR 10B	3049I	\$55.11	<u>Model</u>	<u>Code</u>	<u>Rate</u>	
FR 20	3050	\$106.15	60Z IV	4300	\$58.22	
FR 30	3051	\$139.29	65Z IV	4310	\$65.10	
FR 20B	3051B	\$118.94	KSS 80Z II	4330	\$82.67	
FR 35	3052	\$186.48	80Z III	4335	\$97.34	
<b>FORD</b>	[ FORD ]		80Z IV	4340	\$99.41	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	85Z IV	4345	\$124.40	
545C	3054	\$27.86	90Z III	4350	\$137.40	
650 w/ backhoe	3056	\$30.52	90Z IV	4355	\$141.49	
655A w/ backhoe	3056F	\$34.81	95Z IV-2	4360	\$182.77	
655C w/ backhoe	3056G	\$38.56	<b>KOMATSU</b>	[ KOMA ]		
750 w/ backhoe	3057	\$40.29	<u>Model</u>	<u>Code</u>	<u>Rate</u>	
755 w/ backhoe	3061	\$43.43	W 120-3	4520	\$96.01	
755B w/ backhoe	3063	\$49.53	W 180-1	4525	\$136.37	
755A w/ backhoe	3065	\$48.14	WA 200-1	4536	\$54.68	
A-62	3114	\$42.38	WA 250-1	4537	\$75.21	
A-64	3116	\$51.41	WA 300-1	4538	\$71.19	
A-66	3118	\$67.30	WA 320-1	4539	\$88.25	
<b>FURUKAWA</b>	[ FURU ]		WA 350-1	4540	\$84.57	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	WA 380-1	4541	\$105.30	
FL 320A	3120M	\$94.47	WA 380-3	4541C	\$105.93	
FL 330	3120S	\$103.13	WA 400-1	4542	\$100.62	
			WA 420-3	4543C	\$121.96	
			WA 450-1	4544	\$125.73	

WA 450-2	4544B	\$141.87
WA 450-3	4544C	\$144.79
WA 470-1	4545	\$138.16
WA 500-1	4546	\$169.02
WA 600-1	4550	\$248.67
WB 140-2 4WD	4700	\$44.31
WB 150-2 4WD	4710	\$51.17

**MASSEY FERGUSON**

[ M-F ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MF 44C	5143	\$50.73
MF 50H Series S	5150	\$29.99
MF 50H Series S, 4WD	5152	\$30.68
MF 50HX Series S	5154	\$32.28
MF 50HX Series S, 4WD	5156	\$33.15
MF 55C	5170	\$65.22
MF 60 w/ backhoe	5171	\$32.07
MF 60H Series S w/ hoe	5172	\$34.54
MF 66C	5174	\$83.66
MF 80 w/ backhoe	5182	\$45.53
MF 88	5184	\$132.81
640	6000	\$30.27
650	6010	\$32.42

**NEW HOLLAND**

[ NHND ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
545D	0100	\$29.13
575E w/ backhoe	0110	\$41.35
655D w/ backhoe	0120	\$37.32
655E w/ backhoe	0130	\$44.74
675D 4WD w/ backhoe	0140	\$43.15
675E 4WD w/ backhoe	0150	\$51.23

**TEREX**

[ TERX ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
70C	7938	\$120.07
72-61	8036	\$147.09
72-71B	8055	\$192.97
72-81	8080	\$230.41

**VOLVO-MICHIGAN-EUCLID**

[ VME ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
175B	6186	\$119.06
175C	6186C	\$139.64
275B	6330	\$152.18
275C	6330C	\$187.59
L-70C	9570C	\$63.22
L-90	9575	\$75.89
L-120	9595	\$98.35
L-120C	9595C	\$101.55
L-150C	9598C	\$126.93
L-160	9600	\$132.50

L-180C

L-190

**LEADS, PILE DRIVING**

[ LEADS ]

DELAY FACTOR = 0.46

OVERTIME FACTOR = 0.59

**FIXED**

[ FIXD ]

Includes headblock, taper top, tip sled and connector, foot yoke, foot yoke sheave, intermediate flights, and all attachments and accessories. Rated in accordance with height of the lead measured in meters ( linear feet)

<u>OVER</u>	<u>TO</u>		<u>Code</u>	<u>Rate</u>
0	16.8 (55)	(w/o spotter)	0100	\$19.41
16.8 (55)	32.0 (105)	(w/o spotter)	0200	\$24.75
over	32.0 (105)	(w/o spotter)	0300	\$31.00
0	16.8 (55)	(w/ spotter)	1100	\$32.80
16.8 (55)	32.0 (105)	(w/ spotter)	1200	\$39.15
over	32.0 (105)	(w/ spotter)	1300	\$46.42

**SWINGING**

[ SWNG ]

Includes headblock, taper top, tip sled and connector, foot yoke, foot yoke sheave, intermediate flights, and all attachments and accessories. Rated in accordance with the height of the lead measured in meters (linear feet).

<u>OVER</u>	<u>TO</u>		<u>Code</u>	<u>Rate</u>
0	16.8 (55)	(w/o spotter)	0400	\$12.86
16.8 (55)	32.0 (105)	(w/o spotter)	0500	\$17.92
over	32.0 (105)	(w/o spotter)	0600	\$24.17
0	16.8 (55)	(w/ spotter)	1400	\$26.26
16.8 (55)	32.0 (105)	(w/ spotter)	1500	\$32.32
over	32.0 (105)	(w/ spotter)	1600	\$39.59

**NON-OPERATED EQUIPMENT (DAILY RATES)**

[ NONOP ]

DELAY FACTOR = 0.55

OVERTIME FACTOR = 1.00

Note various units for different items. The following allowance is entered on the extra work bill by using the (unit listed x number of days) in the hours worked column. The following list is limited to items with long estimated lives. Additional traffic related items such as cones and barricades, are still listed under TRAFIC in this publication. Other non-operated items with short estimated lives should be treated as materials and should not be "rented". Non rented items are 1) intended to be job specific (amortized over the life of the project) and 2) have an estimated life measured by number of uses rather than a length of time.

**MISCELLANEOUS**

[ MISC ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Casing, 450 mm dia, per 0.3 m (Casing, 18" dia, per lf)	0120	\$0.03
Casing, 650 mm dia, per 0.3 m (Casing, 26" dia, per lf)	0130	\$0.06
Casing, 900 mm dia, per 0.3 m (Casing, 36" dia, per lf)	0140	\$0.08
Casing, 1800 mm dia, per 0.3 m (Casing, 72" dia, per lf)	0150	\$0.20
Casing, 2400 mm dia, per 0.3 m (Casing, 96" dia, per lf)	0160	\$0.24

Casing, 2700 mm dia, per 0.3 m (Casing, 108" dia, per lf)	0170	\$0.28	Shoring, 2.1 m deep x 2235 mm wide, per section (Shoring, 7' deep x 88" wide trench, per section)		
Casing, 3000 mm dia, per 0.3 m (Casing, 120" dia, per lf)	0180	\$0.37	Shoring, 2.4 m deep x 4.6 m wide, per 3.0 m (Shoring, 8' deep x 15' wide trench box, per 10')	0550	\$9.03
Pile, all depths "H" pile, per 45.0 kg (Pile, all depths "H" pile, per hundred-weight)	0190	\$0.04	Shoring, 2.4 m deep x 2.4 m max width, per 7.3 m (8' deep x 8' max width trench box, per 24')	0560	\$17.77
Pipe, 250-300 mm dia, per 0.3 m (Pipe, 10-12" dia, per lf)	0200	\$0.02	Shoring, 3.0 m deep x 2.4 m max box, per 4.9 m (Shoring, 10' deep x 8' max trench box, per 16')	0570	\$15.96
Plate, 22 mm thick, per 9.3 sm (Plate, 7/8" thick, per 100 sf)	0210	\$1.18	Shoring, 3.0 m deep x 2.4 m max box, per 7.3 m (Shoring, 10' deep x 8' max trench box, per 24')	0580	\$22.19
Plate, 25 mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf)	0220	\$1.35	Wood, 50 mm x 255 mm, per 30.5 m (Wood, 2"x10", per 100 lf)	0605	\$0.15
Plate, 38 mm thick, per 9.3 sm (Plate, 1.5" thick, per 100 sf)	0230	\$2.02	Wood, 50 mm x 305 mm, per 30.5 m (Wood, 2"x12", per 100 lf)	0610	\$0.19
<b>SCAFFOLDING, SHORING, [ SSFW ]</b>			Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf)	0615	\$0.13
<b>FALSEWORK</b>			Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf)	0620	\$0.18
<u>Model</u>	<u>Code</u>	<u>Rate</u>	Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf)	0625	\$0.26
Metal form, 1.8 m x3.0 m, per 14.6 m (Metal form, 6x10 box culvert, per 48 lf)	0310	\$41.24	Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf)	0630	\$0.39
Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf)	0320	\$45.70	Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf)	0635	\$0.65
Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf)	0330	\$50.23	Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf)	0640	\$1.04
Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf)	0340	\$2.51	Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf)	0645	\$1.28
Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf)	0350	\$2.66	Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf)	0650	\$1.44
Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf)	0360	\$2.29	Wood, 305 mm x305 mm, per 30.5 m (Wood, 12"x12", per 100 lf)	0655	\$1.24
Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf)	0370	\$2.48	Wood form, type 27 barrier, per 2.4 m (Wood form, type 27 barrier, per 8 lf)	0660	\$0.27
Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm ( 6x12 girder panel, per sf)	0380	\$0.17	Wide flange beam, all depths, per 45 kg (Wide flange beam, all depths, per hundred wt.)	0670	\$0.03
Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf)	0390	\$0.04	<b>TANK [ TANK ]</b>		
Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section)	0410	\$0.52	<u>Model</u>	<u>Code</u>	<u>Rate</u>
Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section)	0420	\$1.15	Tank, metal, 0-2270 liters (0-600 gallons)	0710	\$0.70
Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section)	0430	\$1.52	Tank, metal, 2270-4540 liters (600-1200 gal)	0720	\$0.96
Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section)	0440	\$0.72	Tank, metal, 4540-9840 liters (1200-2600 gal)	0730	\$2.38
Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling)	0450	\$1.08	Tank, metal, 22 710 liters (6000 gallons)	0740	\$4.78
Scaffolding, spider staging, plus air compressor	0460	\$22.92	Tank, metal, 28 390 liters (7500 gallons)	0750	\$6.00
Shoring, 1.1 m deep x 2235 mm wide, per section (Shoring, 3.5' deep x 88" wide trench, per section)	0510	\$1.18	Tank, metal, 30 280 liters ( 8000 gallons)	0760	\$6.35
Shoring, 1.2 m deep x 3.7 m wide box, per 7.3 m (Shoring, 4' deep x 12' wide trench box, per 24')	0515	\$10.93	Tank, metal, 37 850 liters (10000 gallons)	0770	\$7.04
Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section)	0520	\$1.24			
Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section)	0530	\$1.09			



TRAFFIC SAFETY [ TRAF ]		
Model	Code	Rate
Crash cushion barrel, filled, each	0810	\$1.19
K-rail, temporary concrete barrier, per 6.1 m (20 lf)	0820	\$0.46

### PAVEMENT GRINDERS, DIAMOND BLADES [ PGDIA ]

DELAY FACTOR = 0.10 OVERTIME FACTOR = 0.91

Includes water (but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement blades are included in the rates listed below.

CONCUT [ CCUT ]		
Model	Code	Rate
BC-38 (136 blades)	0500	\$162.05
BC-244 (187 blades)	0505	\$202.52
BC-1268 (48 blades)	0510	\$63.82

CUSHION CUT [ CUCT ]		
Model	Code	Rate
HG-130A (127 blades)	0600	\$159.08
PC-390 (171 blades)	0610	\$244.59

PENHALL [ PENH ]		
Model	Code	Rate
G-38 (172 blades)	0800	\$310.06

TARGET [ TARG ]		
Model	Code	Rate
CG-65 (41 blades)	0900	\$100.64
PRM-3804 (170 blades)	0905	\$340.85

### PAVEMENT GRINDERS, TUNGSTEN-CARBIDE BITS [ PGT-C ]

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.88

Includes water (but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement bits or tips are included in the rates listed below.

BARBER-GREENE [ B-G ]		
Model	Code	Rate
RX-20	0100	\$157.88
RX-30	0105	\$250.23
RX-40B	0110	\$287.00
RX-50	0115	\$337.74
RX-80B	0120	\$555.40

CATERPILLAR [ CAT ]		
Model	Code	Rate
PM-800	0200	\$437.44
PR-105	0201	\$78.84
PR-275	0205	\$213.31
PR-450	0210	\$306.85
PR-750	0215	\$440.54

PR-750B  
PR-1000

C.M.I. [ CMI ]		
Model	Code	Rate
PR-275 RT	0150	\$201.64
PR-375	0155	\$254.17
PR-450	0160	\$291.38
PR-525	0165	\$308.77
PR-500FL	0170	\$342.49
PR-750	0175	\$423.31
PR-800-7	0177	\$464.42
PR-1000	0180	\$521.45

INGERSOLL-RAND [ I-R ]		
Model	Code	Rate
MW-175	0280	\$88.20
MW-250	0285	\$96.19
MW-250C	0286	\$116.53
MT-6520 (crawler)	0300	\$284.63
MW-6520	0305	\$206.98
MW-6520HC	0310	\$260.77
MT-7000	0315	\$358.30

WIRTGEN [ WIRT ]		
Model	Code	Rate
300VC	0380	\$34.96
1000VC	0390	\$134.70
1900DC	0395	\$306.15
2000VC	0400	\$296.47
2100VC	0402	\$383.01
2200VC	0405	\$492.42
3500VC	0410	\$504.92
4200VC	0420	\$522.51

### PUMPS, WATER HOSE [ PUMWA ]

DELAY FACTOR = 0.37 OVERTIME FACTOR = 0.66

Centrifugal and diaphragm types (including submersibles). Rate includes power (gas, diesel or electric generator), 7.6 meters (25 lineal feet) of suction hose, 15.2 meters (50 lineal feet) of discharge hose, foot valve and all fittings, attachments and accessories.

A PUMP [ APMP ]			
Listed by Mfr's rated capacity measured in thousands of liters per minute (thousands of gallons per hour) at 3.0 meters (10 feet) of suction head.			
OVER	TO	Code	Rate
0	0.6 (10)	000-010	\$2.91
0.6 (10)	1.3 (20)	010-020	\$4.31
1.3 (20)	1.9 (30)	020-030	\$5.37
1.9 (30)	3.2 (50)	030-050	\$18.44
3.2 (50)	7.9 (125)	050-125	\$22.46
7.9 (125)	15.8 (250)	125-250	\$26.90

**INLET-SUCTION HOSE [ INHS ]**

Additional 7.6 meter (25 foot) lengths of suction hose shall be paid based on the inside hose diameter in millimeters (inches).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	60 (2.5)	0-2.5	\$0.07
60 (2.5)	80 (3)	2.5-3.5	\$0.12
80 (3)	100 (4)	3.5-4	\$0.17
100 (4)	150 (6)	4-6	\$0.27

**OUTLET-DISCHARGE HOSE [ OUHS ]**

Additional 15.2 meter (50 foot) lengths of discharge hose shall be paid based on the inside hose diameter in millimeters (inches).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	60 (2.5)	0-2.5	\$0.05
60 (2.5)	90 (3.5)	2.5-3.5	\$0.09
90 (3.5)	100 (4)	3.5-4	\$0.14
100 (4)	150 (6)	4-6	\$0.19

**ROLLERS, TANDEM STEEL WHEELS [ ROL-2 ]**

DELAY FACTOR = 0.13

OVERTIME FACTOR = 0.88

Includes all attachments and accessories.

**BOMAG [ BMAG ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW-4AS	1150	\$20.25
BW-6AS	1155	\$21.86
BW-10AS	1160	\$36.79
BW-12AS	1165	\$37.56

**DRESSER [ DRES ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S3-5B	2500	\$26.16
S8-12A	2520	\$34.90
S10-14A	2525	\$35.66

**FERGUSON [ FERG ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-5 ton	4048	\$15.60
3-5A	4048A	\$16.82
4-6A	4142A	\$16.96
5-8 ton	4236	\$37.24
5-8A	4240	\$29.44
8-12 ton	4424	\$30.29
8-12B	4424B	\$32.87
8-12A	4430	\$30.42
10-14 ton	4450	\$31.18
10-14A	4455	\$30.93
10-14B	4455B	\$33.43

**GALION [ GALN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4-6 ton roll-o-static	4650	\$24.32
S4-6A, S4-6B	4670	\$26.86

5-8 ton roll-o-static

S5-8A

8-10.5 ton roll-o-static

S8-10.5A

8-12 ton roll-o-static

S8-12A

**HYSTER****Model**

C 330A 3-5 ton
C 330B 3-5 ton (Hypac)
C 330A 4-6 ton
C 330B 4-6 ton (Hypac)
C 340A 5-8 ton
C 340A 8-10 ton
C 340B 5-8 ton
C 340C 5-8 ton (Hypac)
C 340B 8-10 ton
C 340C 8-10 ton (Hypac)
C 350B 8-12 ton
C 350B 10-14 ton
C 350C 8-12 ton
C 350C 10-14 ton
C 350D 8-12 ton

**INGRAM****Model**

4-6 ton FB
5-6.5 ton FB
8-12 ton HB
10-14 ton HB

**REXNORD****Model**

3-5 ton
4-6 ton
5-8 ton
7-10 ton
8-12 ton
10-14 ton

**[ HYST ]****Code****Rate**

6520	\$26.62
6520B	\$21.69
6525	\$27.96
6526	\$23.80
6530	\$31.90
6540	\$32.45
6545	\$29.68
6546	\$32.55
6548	\$30.38
6549	\$33.02
6710	\$33.33
6740	\$33.82
6750	\$31.65
6755	\$32.35
6757	\$33.10

**[ INGM ]****Code****Rate**

6900	\$20.45
6965	\$21.98
7175	\$30.58
7275	\$31.19

**[ RXND ]****Code****Rate**

8566	\$19.00
8572	\$19.57
8578	\$42.39
8584	\$42.58
8590	\$42.93
8596	\$43.27

**ROLLERS, RUBBER TIRE, SELF PROPELLED [ ROLRT ]****DELAY FACTOR = 0.19 OVERTIME FACTOR = 0.83**

Includes all attachments and accessories.

**BUFFALO-BOMAG [ B-B ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 20R	2624	\$31.75

**CATERPILLAR [ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PS 110	3460	\$35.19
PS 130	3465	\$34.60
PS 180	3470	\$36.80
PS 200B	3480	\$46.19

**DYNAPAC [ DYPC ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CP 15	3500	\$33.63
CP 21	3510	\$42.92
CP 27	3520	\$54.74

**GALION [ GALN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3500	4310	\$32.60
P 3000	4315	\$31.03
P 3500A	4320	\$33.78

**HYSTER [ HYST ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 530A	5401	\$34.12
C 550A	5494	\$37.77

**ROLLER-TAMPING, SEGMENTED, SHEEPSFOOT, SELF PROPELLED [ ROTAM ]****DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.90**

Includes all attachments and accessories.

**BUFFALO-BOMAG [ B-B ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
K 300	1630	\$64.49
K 301	1635	\$74.52
K 401	1638	\$90.55

**CATERPILLAR [ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
815	2300	\$78.37
815B	2310	\$119.91
815F	2320	\$131.48
825B	2500	\$130.17
825C	2510	\$177.71
835	2700	\$163.77

**RAYGO**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
30	6490	\$63.78
45	6500	\$97.64
RAM PAK 45	6505	\$105.38

**REXNORD [ RXND ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-30	7120	\$77.34
3-35 PACTOR	7127	\$98.74
3-45 PACTOR	7130	\$124.59
3-50, 3-50A PACTOR	7140	\$134.69
3-55, 3-55B PACTOR	7150	\$168.51

**ROLLERS-TAMPING, SEGMENTED, SHEEPSFOOT, TOWED [ ROTAT ]****DELAY FACTOR = 0.43 OVERTIME FACTOR = 0.62**

Includes all attachments and accessories. Listed by drum dimensions in millimeters (feet) in either direction. The first digit is the diameter and the second digit is the length of each drum.

**SINGLE DRUM UNIT [ ADRU ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1220 mm x1220 mm (4'X4') & under	4X4	\$1.82
over 1220 mm (4') - not over 1520 mm (5')	4X5	\$2.06
over 1520 mm (5')	5	\$3.74

**DOUBLE DRUM UNIT [ DDRU ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1220 mm x1220 mm (4'X4') & under, each	4X4	\$4.41
over 1220 mm (4') - not over 1520 mm (5'), each	4X5	\$13.34
over 1520 mm (5'), each	5	\$24.56

**ROLLERS, VIBRATORY, SELF PROPELLED [ ROVIB ]****DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.83**

Includes all attachments and accessories.

**BUFFALO-BOMAG [ B-B ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 210	2060	\$50.55
BW 210A	2070	\$52.54
BW 213	2080	\$51.65
BW 214	2090	\$53.38

**BOMAG [ BMAG ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 35	0700	\$5.98
BW 60, 60S	0800	\$8.87
BW 65, 65S	0900	\$6.27
BW 75, 75S	1000	\$9.91
BW 85T	1200	\$17.72
BW 90	1300	\$11.29

			EQUIPMENT RENTAL RATES		
BW 100AD-3	1325C	\$28.52	CB 534C	8067D	\$71.45
BW 120AD	1350	\$28.69	CB 534D OR XW	8067D	\$91.2F
BW 142PD	1359	\$34.77	CS 551	8070	\$76.70
BW 151AD	1365	\$50.26	CP 553 padfoot drum	8075	\$81.45
BW 170AD, D	1380	\$42.88	CS 553 smooth drum	8080	\$77.92
BW 172AD, D	1385	\$43.64	CP 563 padfoot drum	8082	\$85.01
BW 202AD	1400	\$68.68	CS 563 smooth drum	8083	\$81.19
<b>BROS</b>	<b>[ BROS ]</b>		CS 563C	8083C	\$87.30
<u>Model</u>	<u>Code</u>	<u>Rate</u>	CB 614	8085	\$87.61
VM 255	2023	\$43.82	CB 634	8095	\$87.20
VM 268, VM 268H	2024	\$54.11	CB 634C	8095C	\$89.14
VM 278	2025	\$80.41	<b>DYNAPAC</b>	<b>[ DYPC ]</b>	
<b>CASE</b>	<b>[ CASE ]</b>		<u>Model</u>	<u>Code</u>	<u>Rate</u>
<u>Model</u>	<u>Code</u>	<u>Rate</u>	LR 90	2401	\$12.16
50B	2228	\$6.17	A 36V, A 36D	2405	\$29.74
W 251	2400	\$20.49	CA 12	2409A	\$38.02
252, W 252	2405	\$25.87	CA 12D	2409B	\$33.68
752, W 752	2450	\$47.04	CA 12PD	2409E	\$34.17
1102, W 1102	2500	\$60.61	CA 12PDB strikeoff blade	2409H	\$32.88
1102D, W 1102D	2505	\$63.07	CA 15	2410	\$51.57
602D	2510	\$41.84	CA 15A	2420	\$46.82
752B	2520	\$50.03	CA 15D	2421	\$55.03
<b>CATERPILLAR</b>	<b>[ CAT ]</b>		CA 20D	2422	\$46.06
<u>Model</u>	<u>Code</u>	<u>Rate</u>	CA 15PD	2425	\$47.68
CB 54	7000	\$85.70	CA 25	2430	\$66.42
CS 56	7020	\$94.10	CA 25S	2440	\$64.48
CB 64	7400	\$101.00	CA 25A, CA 25D	2450	\$69.42
CB 214	8025	\$25.07	CA 25PD	2455	\$72.14
CB 214B	8026	\$26.28	CA 25T	2460	\$58.33
CB 224	8030	\$26.17	CA 30	2462	\$70.44
CB 224B	8031	\$28.13	CA 30D	2464	\$74.92
CB 224C	8031C	\$28.92	CA 51S, CA 51D	2466	\$87.98
CB 224E	8031E	\$32.02	CA 55D	2468	\$90.85
CB 314	8035	\$27.88	CA 151PDB	2469	\$66.27
CP 323 padfoot drum	8040	\$46.25	CC 10, CC 10 series II	2470	\$26.18
CS 323 smooth drum	8042	\$44.55	CC 10A	2472	\$22.24
CB 414	8045	\$44.86	CC 102	2472C	\$28.65
CS 431	8050	\$41.11	CC 12	2472E	\$28.74
CS 431B	8051	\$55.53	CC 14	2473	\$41.38
CP 433 padfoot drum	8055	\$47.52	CC 21	2474	\$44.17
CP 433B padfoot drum	8056	\$61.80	CC 21 II	2474B	\$47.29
CP 433E	8056E	\$77.35	CC 211	2474C	\$55.37
CS 433 smooth drum	8060	\$46.87	CC 42 II Dynatronic	2475	\$70.19
CS 433B smooth drum	8061	\$58.87	CC 42A	2476	\$69.13
CB 434	8062	\$52.03	CC 50	2482	\$73.97
CB 434D	8062D	\$65.19	CC 50A	2488	\$85.92
CB 514	8065	\$56.73	CC 50PD	2488E	\$135.13
CB 534	8067	\$72.11	CC 50S	2489	\$126.98
			DD 18	2498	\$10.18
			300V	2499E	\$13.27

			EQUIPMENT RENTAL RATES	
			EXHIBIT F	
2100V	2499H	\$12.80	SPF 48	
ESSICK	[ ESICK ]		SPF 48B	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SP 54	3892 \$50.01
VR 30RE	2700	\$7.98	SP 54DD	4000 \$52.02
VR 42RE	2820	\$20.38	SPA 54	4010 \$50.90
V 30WR, V 30W2-R	2902	\$8.54	SPF 54	4020 \$55.78
			SP 56	4030 \$59.47
HYSTER	[ HYST ]		SP 56DD	4035 \$62.35
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SP 56DH	4037 \$83.01
C 612B	3450	\$48.31	SPF 56	4040 \$64.15
C 610A	3500	\$34.54	SPF 56B	4050 \$67.06
C 610B	3540	\$46.55	SPF 56DH	4080 \$84.50
C 615B	3562	\$48.67	SPF 56DHB	4090 \$88.38
C 617B	3563	\$49.17	SP 60	4100 \$102.76
C 620B	3566	\$48.06	SP 84	4105 \$87.78
C 625B	3570	\$49.77	SP 60DD	4110 \$125.90
C 627B	3572	\$50.44	SPF 60	4120 \$130.57
C 727A	3572E	\$69.39	SPF 60B	4130 \$138.53
C 748A (Hypac/Hyster)	3572F	\$30.38	SPF 60C	4132 \$119.92
C 766A	3572G	\$62.82	SPF 84	4133 \$89.49
C 766B (Hypac/Hyster)	3572H	\$75.29	SPF 84B	4134 \$93.93
C 850A	3572J	\$72.93	SD 40D	4138 \$46.66
C 850B (Hypac/Hyster)	3572K	\$87.44	SD 40F w/ blade	4138FB \$48.17
C 852A	3572N	\$78.43	SD 70	4139 \$53.01
C 852B (Hypac/Hyster)	3572P	\$90.93	SD 100	4140 \$69.61
C 860A	3572S	\$77.13	SD 100D	4140D \$83.24
C 860B (Hypac/Hyster)	3572T	\$85.62	SD 100F	4140F \$83.79
INGERSOLL-RAND	[ I-R ]		SD 115D	4141D \$101.23
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SD 150D	4143D \$109.31
DD 22	3565	\$33.34	KOEHRING-BOMAG	[ KOBO ]
DD 23	3570	\$24.80	<u>Model</u>	<u>Code</u>
DD 24	3572	\$33.00	BW 120AC	4168E \$28.33
DA 30	3573	\$26.16	BW 120AD	4169 \$28.66
DD 35	3573C	\$27.64	BW 121AD	4193 \$25.65
DA 40	3573E	\$48.00	BW 130AD	4193E \$30.48
DA 41	3573G	\$50.34	BW 140AD	4194 \$47.52
DD 34HF	3573HF	\$41.45	BW 141AC	4194B \$48.68
DA 48	3573M	\$66.01	BW 141AD	4194E \$43.24
DA 50	3574	\$67.48	BW 142D	4194H \$33.58
DD 65	3574A	\$54.03	BW 172	4212 \$40.78
DF 84	3574B	\$109.37	BW 172D	4212E \$43.42
DS 84	3574C	\$106.12	BW 213D	4237 \$67.86
DD 90	3574D	\$73.95	BW 214D	4238 \$83.75
DD 110	3574F	\$81.64	BW 215D	4240 \$81.56
DD 130	3574H	\$107.68	BW 217D	4242 \$102.89
DD 145	3574J	\$91.78	BW 220D	4250 \$75.81
SPA 56	3810	\$52.63		
SP 48	3880	\$49.82		
SP 48DD	3885	\$51.42		

## EQUIPMENT RENTAL RATES

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MDR 7DW	4404	\$7.08
MDR 9G	4405	\$10.41
MDR T38S	4407	\$7.22
MRV 10GA	4409	\$11.93

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1-36 REBEL	4805	\$11.74
2-36 ROMPER	4810	\$25.63
2-66 RANGER	4820	\$68.54
2-84 RANGER	4830	\$93.76
220A RASCAL	4840	\$40.03
320A RASCAL	4876	\$48.72
320S RASCAL	4890	\$46.00
400A RASCAL	5010	\$47.80
404B RUSTLER	5110	\$53.14
410A RASCAL	5150	\$51.37
600A RASCAL	5220	\$64.34
4000 RASCAL	5235	\$68.98
4200 RASCAL	5236	\$74.94
4404 RUSTLER	5236E	\$27.61

<u>Model</u>	<u>Code</u>	<u>Rate</u>
P 33/24	4605	\$16.45
P 33/24 w/ remote	4606	\$15.75
P 51	4625	\$62.87
S 51	4630	\$31.40
P 47	5290	\$31.29

<u>Model</u>	<u>Code</u>	<u>Rate</u>
SV 70	8025	\$48.76
SV 70D	8026	\$51.10
SV 91	8050	\$72.05
SV 91D	8051	\$74.02
SV 200D	8060	\$37.53

<u>Model</u>	<u>Code</u>	<u>Rate</u>
RP 16D (HD)	5990	\$46.55
RP 28D	5995	\$61.85
RP 48D	6110	\$77.96
RP 58D	6115	\$73.39
RS 16 (HD)	6170	\$43.68
RS16A (HD)	6180	\$45.64
RS 16D (HD)	6185	\$46.14
RS 28C	6315	\$57.74
RS 28D	6320	\$58.96

<u>Model</u>	<u>Code</u>	<u>Rate</u>
RS 58D	6340	\$89.11
RS 156A	6350	\$63.99
RS 166A	6370	\$80.48
RS 188A	6400	\$63.31

<u>Model</u>	<u>Code</u>	<u>Rate</u>
R 900	7850	\$17.26
R 1000	7855	\$28.00
W 55T	7860	\$9.36
W 74L, W 74T	7880	\$9.24
W 74	7890	\$8.90
W 75	7900	\$8.97
WDH 84	7910	\$13.07
WDH 86-110	7912	\$16.65
WHK 90, WHK 90L	7915	\$15.83

## SHOVELS &amp; CRANES CRAWLER [ S&amp;CCL ]

DELAY FACTOR = 0.21 OVERTIME FACTOR = 0.82

Includes all attachments and accessories when used as a crane, clamshell, dragline or for pile driving (not including leads or driving equipment).

<u>Model</u>	<u>Code</u>	<u>Rate</u>
LS 78	4702	\$59.72
LS 78 pipeliner	4724	\$61.72
LS 98	4826	\$66.10
LS 98 pipeliner	4852	\$72.11
LS 98A	4924	\$67.17
LS 108B	4980	\$76.41
LS 108D	4981	\$102.70
LS 118	4998	\$108.21
LS 218H	5010	\$184.36
LS 318	5012	\$108.62
LS 338	5020	\$119.80
LS 518	5124	\$177.13

<u>Model</u>	<u>Code</u>	<u>Rate</u>
222EX (WEST)	5600	\$218.68
2900 WC	5764	\$94.17
3000 W	5812	\$111.99
3900B (100 ton)	6036	\$155.75
3900 W VICON series 2	6132	\$214.85
4000 W VICON	6180	\$191.62
4100 W VICON series 1	6196	\$298.34
4100 W VICON series 2	6198	\$307.63
4600 VICON series 1	6328	\$454.75
4600 VICON series 3	6332	\$498.42

[ P&H ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
535	7716	\$92.50
550	7748	\$98.52
670 WLC	7892	\$117.42

### SHOVELS & CRANES, TRUCK MOUNTED [ S&CTK ]

DELAY FACTOR = 0.24 OVERTIME FACTOR = 0.79

Includes truck/carrier. Includes all attachments and accessories when used as a crane, clamshell, dragline or for pile driving (leads and driving equipment not included).

### AMERICAN HOIST & DERRICK [ AMHD ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
5470	1015	\$101.43
5530	1080	\$180.91
7450	1130	\$90.78
7460	1140	\$135.92
7530	1170	\$151.76
8460	1178	\$195.45
8470	1179	\$319.09

### LINK-BELT [ L-B ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HC 48A	4332	\$58.68
HC 108B	4960	\$67.45
HC 108C	4970	\$107.86
HC 138	4992	\$77.36
HC 138A	4995	\$170.53
HC 218	5050	\$99.49
HC 218A	5051	\$169.77
HC 228H	5054	\$214.48
HC 238A, 238B	5065	\$176.63

[ P&H ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
440 TC	7240	\$75.89
650A TC	7720	\$106.35
670 TC	7790	\$109.93
790 TC	7880	\$99.34
8115A TC	7950	\$137.42

### SANBLASTING EQUIPMENT [ SANBL ]

DELAY FACTOR = 0.51 OVERTIME FACTOR = 0.52

Includes helmets, gauntlets, 30.5 meters (100 feet) of hose, pot, all control valves, nozzles and other attachments and accessories. Rated in accordance with the capacity of the pot measured in kilograms(pounds)of sand.

### REMOTE CONTROL ONLY [ REMC ]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
45 (100)	159 (350)	010-035	\$1.57
159 (350)	272 (600)	035-060	\$2.08
272 (600)	454 (1000)	060-100	\$2.10
454 (1000)	680 (1500)	100-150	\$2.64
680 (1500)	907 (2000)	150-200	\$2.94

### SAWS, CHAIN AND EARTH AUGER ATTACHMENT [ SAWCH ]

DELAY FACTOR = 0.15 OVERTIME FACTOR = 0.86

Hand held type, one or two man, gas, air or electric powered including all attachments and accessories. Blades, chains and tips shall be paid separately. Saws which cost less than \$500 are considered minor tools and are no longer listed. Rated in accordance with Mfr's kilowatts (horsepower).

### SAWS [ SAW ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
>3.7 (5) 30 amps @ 120V	5-HP	\$2.10

### SAWS, CONCRETE AND MASONRY [ SAWCO ]

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83

Self powered gas, air or electric powered. Includes water ( but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Saw blades or abrasive discs shall be paid in accordance with the following sawkerf codes.

### SINGLE & MULTI-BLADE OPERATION [ ABOP ]

#### OPERATION

Listed in accordance with Mfr's rated kilowatts (horsepower).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	7.5 (10)	0-10	\$2.68
7.5 (10)	14.9 (20)	10-20	\$5.91
14.9 (20)	24.6 (33)	20-33	\$11.72
24.6 (33)	33.6 (45)	33-45	\$13.51
33.6 (45)	48.5 (65)	45-65	\$16.57

### BLADE SAWKERF [ ABSK ]

The following allowance is entered on the extra work bill by using the length x depth per blade.

<u>UNITS</u>	<u>Code</u>	<u>Rate</u>
Rate /blade/ 30.5 m (100 lin ft) / 25 mm (inch) depth	100'-IN	\$18.00
Rate/blade/ 0.3 m (lin ft) / 25 mm (inch) depth	LF-INDE	\$0.18

**SCRAPERS, SELF PROPELLED****[ SCRSP ]****DELAY FACTOR = 0.16****OVERTIME FACTOR = 0.85**

Includes all attachments and accessories.

**CATERPILLAR****[ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
613	1395	\$54.22
613B	1400	\$62.42
613C	1402	\$79.30
615	1415	\$108.59
615C	1416	\$119.39
621B cushion hitch	1680	\$137.01
623B	1700	\$142.23
623E	1702	\$171.01
623F	1703	\$180.69
627B push pull	1770	\$180.35
627E non push-pull	1772	\$195.43
627E push-pull	1773	\$199.98
631C 67M5012 serial	2170	\$153.06
631D	2180	\$195.20
631E	2185	\$218.06
633C non cushion hitch	2305	\$148.00
633C cushion hitch	2315	\$147.81
633C 66M693 serial	2320	\$158.29
633D	2330	\$204.72
637 cushion, non-push-pull	2375	\$223.37
637 non-cushion, push-pull	2410	\$225.53
637D non push-pull	2460	\$280.06
637D push-pull	2470	\$283.86
639D	2475	\$293.21
637E	2476	\$311.98
637E push-pull	2477	\$317.18
641B non cushion hitch	2620	\$187.70
641B cushion hitch	2655	\$229.40
651B non cushion hitch	2935	\$234.82
651B cushion hitch	2970	\$237.18
651E	2975	\$304.10
657B non cushion, non p-p	3360	\$364.99
657B cushion, push-pull	3370	\$371.21
657E non push-pull	3375	\$446.30
657E push-pull	3380	\$464.49
660B	3470	\$214.19
666B	3600	\$334.76

**JOHN DEERE****[ DEER ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 760A	3845	\$53.64
JD 762	3860	\$67.53
JD 762A	3865	\$71.58
JD 762B	3866	\$86.08

JD 860A

JD 860B

JD 862

JD 862B

RFP 8-1452  
EQUIPMENT RENTAL RATES  
3930 EXHIBIT 58

3940 \$100.76

3942 \$126.70

**INTERNATIONAL****[ INTL ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
412B	5631	\$69.09
431B	5637	\$134.86
433B	5643	\$193.61

**TEREX****[ TERX ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S 11EB	8245	\$54.45
S 23E 33TOT-H-93SH, elev	8250	\$130.88
S 24 49LOT-76SH serial	8260	\$164.94
S 24B 023-024 serial	8270	\$203.51
S 24C	8275	\$224.33

**WABCO****[ WAB ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
101F	8570	\$61.34
101G	8575	\$63.73
111A	8640	\$59.21
222G	8700	\$116.53
222H	8704	\$133.35

**TRACTORS, CRAWLER****[ TRACC ]****DELAY FACTOR = 0.17****OVERTIME FACTOR = 0.84**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

**CASE****[ CASE ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
350	1820	\$24.30
350B	1825	\$26.28
450	1868	\$21.52
450B	1869	\$25.03
450C	1869E	\$27.88
475	1870	\$36.06
550	2000	\$29.05
650	2100	\$34.21
850	2128	\$28.71
850B	2130	\$31.36
850C	2135	\$34.78
850D	2140	\$36.81
1150B	2250	\$43.34
1150C	2255	\$48.69
1150D	2257	\$49.97
1150E	2258	\$51.86



CATERPILLAR			EQUIPMENT RENTAL RATES		
[ CAT ]			[ CAT ]		
Model	Code	Rate	Model	Code	Rate
D-3	2340	\$24.98	D-8R	5160	\$211.92
D-3B	2345	\$28.01	D-9H	5165	\$183.73
D-3 LGP	2350	\$25.59	D-9L	5170	\$217.46
D-3B LGP	2355	\$29.21	D-9N	5175	\$325.48
D-3B SA	2370	\$31.00	D-9R	5220	\$267.32
D-3C	2380	\$29.93	D-10	5225	\$299.51
D4C Series III	2450	\$38.83	D-10N	5227	\$420.62
D-4D	2655	\$30.10	D-10R	5230	
D-4E direct drive	2660	\$32.05	D-11N		
D-4E power shift	2665	\$33.29	JOHN DEERE	[ DEER ]	
D-4H	2670	\$41.96	Model	Code	Rate
D-4H LGP	2675	\$42.33	JD 350C	5360	\$27.26
D-4H Series II	2680	\$43.12	JD 350D	5365	\$30.39
D-4E SA	2772	\$38.09	JD 400G	5405	\$26.36
D-4E LGP power shift	2780	\$33.47	JD 450C	5474	\$28.04
D-4E LGP direct drive	2782	\$33.47	JD 450D	5476	\$29.16
D-4G XL	2790XL	\$39.69	JD 450E	5478	\$29.41
D-5	3194	\$43.56	JD 450G	5479	\$32.45
D-5B power shift	3206	\$46.72	JD 450J LT/LGP	5479J	\$40.53
D-5B SA	3325	\$50.33	JD 550	5480	\$31.78
D-5B LGP	3345	\$49.28	JD 550A	5481	\$34.45
D-5C	3346	\$41.93	JD 550B	5483	\$33.23
D-5H	3347	\$56.36	JD 550G	5484	\$38.00
D-5H Series II	3348	\$60.18	JD 650G	5484A	\$42.48
D-5H LGP	3350	\$59.27	JD 650H LGP	5484H	\$46.25
D-6C direct drive	3645	\$56.09	JD 750	5485	\$49.98
D-6C power shift	3688	\$56.70	JD 750B	5486	\$54.89
D-6C LGP	3710	\$59.11	JD 750 LGP	5487	\$52.81
D-6D	3720	\$67.01	JD 750B LGP	5488	\$67.28
D-6D SA	3725	\$74.45	JD 850	5490	\$65.25
D-6D LGP	3730	\$67.44	JD 850B	5491	\$75.39
D-6H	3732	\$75.61	JD 850 LGP	5492	\$69.82
D-6H Series II	3733	\$80.03	JD 850B LGP	5495	\$82.32
D-6H LGP	3735	\$79.98	DRESSER	[ DRES ]	
D-6M LGP	3745	\$75.70	Model	Code	Rate
D-6N XL	3755	\$78.12	TD 7E	9100	\$29.01
D-6R DS	3800	\$85.81	TD 7G	9102	\$32.46
D-6R XL	3815	\$89.93	TD 8E	9105	\$35.51
D-7G	4180	\$102.01	TD 8G	9107	\$38.56
D-7G LGP	4200	\$97.99	TD 12	9110	\$51.32
D-7G SA	4210	\$104.66	TD 12 LGP	9115	\$58.68
D-7H	4215	\$104.53	TD 15C	9120	\$73.80
D-7H Series II	4216	\$113.58	TD 15E	9122	\$89.32
D-7H LGP	4220	\$110.74	TD 15C LGP	9125	\$71.04
D-8K	4858	\$131.77	TD 20E	9130	\$96.78
D-8L	4862	\$160.92	TD 20G	9135	\$120.44
D-8L SA	4863	\$170.29	TD 20G LGP	9137	\$127.80
D-8N	4864	\$146.04	TD 25E	9139	\$136.79
			TD 25G	9140	\$175.47

## FIAT-ALLIS

[ F-A ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
10C	6043	\$56.92
10C LGP	6044	\$57.78
14C	6048	\$71.65
FD 20	6056	\$102.42
21C	6060	\$117.25
FD 30	6060E	\$139.05
31	6061	\$187.10
FD 40	6061E	\$216.72

## KOMATSU

[ KOMA ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D 21P-6	7965	\$30.07
D 31A-16	7970	\$26.39
D 31A-17	7972	\$29.30
D 31E-17	7976	\$30.41
D 31E-18	7977	\$32.72
D 31P-16	7980	\$26.77
D 31P-17	7981	\$30.01
D 31P-17B	7981E	\$31.40
D 58E-1	8003	\$59.64
D 58P-1	8003H	\$67.30
D 65E-6	8070	\$68.36
D 65E-7, E-8	8072	\$77.00
D 65P-6	8080	\$71.00
D 65P-7 / D 65P-8	8082	\$80.35
D 68P-1	8083	\$88.75
D 68E-1	8085	\$83.74
D 83E-1	8087	\$103.74
D 83P-1	8088	\$105.08
D 85P-18	8090	\$111.98
D 85A-18	8114	\$95.25
D 85E-12	8120	\$82.82
D 85E-18	8140	\$105.22
D 135A-1	8150	\$135.07
D 155A-1	8160	\$157.08
D 155A-2	8161	\$156.68
D 375A-1	8175	\$249.46
D 375A-2	8176	\$281.13
D 455A-1	8180	\$306.30
D 475A-2	8186	\$444.80

TRACTORS, HEAVY
EQUIPMENT RENTAL RATES  
EXHIBIT F

DELAY FACTOR = 0.17

OVERTIME FACTOR = 0.84

Includes all attachments and accessories such as dozer blade, power control units and push blocks, when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

## CATERPILLAR

[ CAT ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
814	1400	\$92.91
814B	1410	\$140.63
824B	1720	\$148.00
824C	1730	\$186.74
834B	2010	\$283.71

TRACTORS, RUBBER TIRE,  
INDUSTRIAL, FARM & SKID STEER
[ TRACS ]

DELAY FACTOR = 0.14

OVERTIME FACTOR = 0.87

37.3 kW (50 HP) OR LESS

[ &lt;50 ]

Including, but not limited to the following:

Bobcat--440B, 443B, 450, 453, 542B, 543B, 553, 742B, 743B, 753, 763, 773, 1840, 7753

Case-- 1818, 1825, 1835C, 1838

Deere-- 3375, 4475, 5200, 5575, 6675, 7775

Ford-- L250, L454, L455, L553, L555, L781

Gehl-- SL3310, SL3410, SL3725, SL3825, SL4525, SL4625

Hydra-Mac-- 1300, 1600, 1700D

JCB-- 165Robot, 165Robot Ser II

Massey-Ferguson-- MF30E

Mahto-- LS70, LS75, L933

Mustang-- 920, 920E, 921, 930A, 930AE, 940, 940E, 910, 911, 2040

New Holland-- 1220, 1320, 1620, 1920, 2120, 3415, 3930, L250, L255, L465, LX465, LX485, L565, LX565, LX665

Ramrod-- 230B, 300B, 584B, 784B, 550, 750, 1350, 1550

Thomas-- T-82, T-83, T-83S, T-103, T-132, T-133, T-133S

Trak-- 1300HD, 1300C, 1300CX, 1500C

<u>Model</u>	<u>Code</u>	<u>Rate</u>
with loader or dozer	A	\$21.70
auger, w/ or w/o loader or dozer	B	\$22.12
backhoe, w/ or w/o loader or dozer	C	\$23.65

**OVER 37.3 kW (50 HP)**

[ &gt;50 ]

Including, but not limited to the following:

Bobcat-- 853, 863, 873, 943, 953, 980

Case-- 1845C

Deere-- 5300, 5400, 6200, 6300, 6400, 8875

Ford-- L783, L785, 250C, 260C

Gehl-- SL5625, SL6625, SL6635

Hydra-Mac-- 1850, 2650, 2650D

JCB-- 185Robot

Massey-Ferguson-- MF40E, MF50EX

Mustang-- 960, 2060

New Holland-- 4630, 5030, 5640, 6640, 7740, 7840, 8240, 8340,

L865, LX865, LX885, 345D, 545D

Ramrod-- 1750, 1950

Thomas-- T-173HL, T-173HLS, T173HLS II, T-203HD, T-233HD

Trak-- 1700HD, 1700C, 1700CX, 1700XHP

<u>Model</u>	<u>Code</u>	<u>Rate</u>
with loader or dozer	A	\$29.46
auger, w/ or w/o loader or dozer	B	\$29.99
backhoe, w/ or w/o loader or dozer	C	\$31.59

<b>TRAFFIC CONTROL &amp; SAFETY DEVICES [ TRAF A ]</b> <b>(HOURLY RATES)</b>
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DELAY FACTOR = 0.37

OVERTIME FACTOR = 0.68

**CHANGEABLE MESSAGE SIGN [ CMSN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Generator	GEN1	\$13.18
Generator w/ cell remote	GEN2	\$14.46
Solar	SOL1	\$9.89
Solar w/ cell remote	SOL2	\$11.17

**FLASHING ARROW SIGN [ FLAS ]**

Including supplies, replacements and servicing.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Roof mounted	RM	\$0.87
Trailer mounted	TM	\$2.85

<b>TRAFFIC CONTROL &amp; SAFETY DEVICES [ TRAF C ]</b> <b>(DAILY RATES)</b>
--

DELAY FACTOR = 0.72

OVERTIME FACTOR = 1.00

Includes supplies and servicing. The following allowance is entered on the extra work by using days instead of hours worked. Crash cushion barrels and K-rail sections are now listed with Non-Operated items[NONOP].

**(1) BARRICADES [ 1BAR ]**

(A) 750 mm to 900 mm high &amp; 600 mm to 900 mm wide (30 to 36 inches high &amp; 24 to 36 inches wide)

(B) 1500 mm high by 1200 mm wide min. (60" high by 48" wide min.)

<u>Model</u>	<u>Code</u>	<u>Rate</u>
each with flasher	A1	\$0.47
each without flasher	A2	\$0.24
each	B3	\$1.06

**(2) TRAFFIC CONES [ 2TC ]**EQUIPMENT RENTAL RATES  
EXHIBIT F

Lost or destroyed are no longer paid on invoice.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
450 mm (18") high, per 100	A100	\$8.53
700 mm (28") high, per 100	B100	\$14.83
700 mm (28") high w/ refl sleeve, per 100	D100	\$22.92
1,050 mm (42") high w/ refl sleeve, per 100	E100	\$38.12

**(3) PORTABLE DELINEATOR [ 3DEL ]**

Lost or destroyed are no longer paid on invoice.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
per 100	100	\$24.31

**(4) ILLUMINATED SIGNS [ 4SIG ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
incl 900 mm x900 mm (3'x3') sign & batteries	12V	\$5.92

**(5) FLASHING BEACON [ 5BEA ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
portable 12 volt	12V	\$6.04

**(6) FLAG/SIGN STAND [ 6FSS ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
incl sign, stand & 3 flags	EACH	\$2.73

**(7) DELINEATOR DRUM [ 7DDR ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Del. drum w/ base per 100	100	\$60.36

<b>TRAILERS, EQUIPMENT, LOW BED [ TRAIL ]</b>
---

DELAY FACTOR = 0.42

OVERTIME FACTOR = 0.64

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

**LOW BED A [ LB-A ]**

2 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	100	\$14.57
8 Tires per axle	200	\$18.37

**LOW BED B [ LB-B ]**

3 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	300	\$19.55
8 Tires per axle	400	\$22.66

**LOW BED C [ LB-C ]**

4 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	500	\$31.39
8 Tires per axle	600	\$38.96

**LOW BED D****[ LB-D ]**

6 axle

ModelCodeRate

8 Tires per axle

**700****\$62.39****TRAILERS, EQUIPMENT, TILT BED [ TRAIT ]****DELAY FACTOR = 0.42****OVERTIME FACTOR = 0.64**

Includes all attachments and accessories related to hauling. Pilot vehicles are extra. Listed in accordance with the Mfr's rated capacity in tonnes(tons).

**TILT BED 1 AXLE****[ TB-1 ]**OVERTOCodeRate

0

1.8 (2)

**00-02****\$0.78**

1.8 (2)

3.6 (4)

**02-04****\$0.83****TILT BED 2 AXLES****[ TB-2 ]**OVERTOCodeRate

3.6 (4)

5.4 (6)

**04-06****\$1.38**

7.3 (8)

9.1 (10)

**08-10****\$4.27**

9.1 (10)

10.9 (12)

**10-12****\$4.92**

10.9 (12)

12.7 (14)

**12-14****\$5.54**

12.7 (14)

14.5 (16)

**14-16****\$6.16**

14.5 (16)

16.3 (18)

**16-18****\$5.95**

16.3 (18)

18.1 (20)

**18-20****\$5.75**

18.1 (20)

20.0 (22)

**20-22****\$6.59**

20.0 (22)

22.7 (25)

**22-25****\$6.41****TRENCHING MACHINES [ TRENC ]****DELAY FACTOR = 0.14****OVERTIME FACTOR = 0.88**

Includes all attachments and accessories. When used, tungsten carbide tips shall be replaced by separate invoice.

**BOBCAT****[ BCAT ]**ModelCodeRate

T 116

**2000****\$10.48**

T 135

**2010****\$24.32**

T 136

**2020****\$24.64**

T 208

**2030****\$5.47**

3022

**2040****\$25.10****CASE****[ CASE ]**ModelCodeRate

TL 70

**9051****\$4.38**

TL 100

**9053****\$6.32**

TL 120

**9055****\$7.63**

TL 200

**9070****\$7.80**

16+4

**9120****\$11.51**

25+4

**9170****\$15.96**

25 + 4 XP

**9171****\$20.23**

30+4 standard

**9224****\$22.72**

DH 4

**9255****\$30.18**

DH 4B

**9256****\$33.14****DH 5**

DH 5 QUAD

DH 7

360

ROAD RUNNER 380

TF 300

TF 700

TF 800

TF 1000

760

**DITCH WITCH**Model

R 30

R 36D

R 40

R 65

R 100

V 30

1410

1420

1500

1620

1810

2020

2200

2300

2310

3210

3210 Combo

3500

4010

4010 Combo

5010

6510

6510 Combo

**MIDMARK**Model

300 A

321

400 A

440

**EQUIPMENT RENTAL RATES****9259 EXHIBIT F.14****9261 \$35.21****9263 \$24.83****9277 \$32.57****9374 \$15.64****9398 \$20.23****9405 \$26.34****9460 \$31.60****9465 \$33.05****[ D-W ]**CodeRate**5390 \$20.44****5400 \$25.02****5432 \$26.80****5556 \$27.42****5565 \$70.83****5618 \$19.28****5620 \$7.96****5625 \$8.62****5630 \$5.90****5635 \$11.21****5640 \$11.57****5645 \$14.81****5650 \$13.86****5660 \$20.80****5662 \$21.79****5670 \$23.98****5675 \$24.85****5676 \$28.32****5677 \$35.69****5678 \$28.59****5679 \$28.22****5680 \$34.09****5685 \$37.19****[ MDMK ]**CodeRate**7945 \$20.26****7950 \$21.53****7955 \$26.08****7960 \$33.19**

**VERMEER****[ VERM ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CC-135	8350	\$76.72
M 220	8380	\$13.50
M 455 / M455A	8480	\$33.58
M 475	8570	\$35.80
M 475A	8571	\$40.03
M 485	8580	\$39.91
M 495	8585	\$63.14
T 300B, T 300A	8718	\$21.23
T 400C, T 400B, T 400A	8781	\$48.33
T 600D, C, B, A	8842	\$70.03
T 650	8843	\$119.32
T 800B, T 800A, T800	8870	\$112.74
T 800C	8871	\$122.77
T 850	8875	\$219.13
V 430	8950	\$24.38
V 430A	8951	\$27.54
V 434 / M 434	9000	\$23.50
V 440	9015	\$26.55
V 450	9017	\$32.08
V 454	9020	\$27.41
V 1550	9025	\$12.71

**TRUCK, TRUCK TRAILERS, EXCL.  
DUMP TRUCKS & EQPT TRAIL**
**[ TRUCK ]**
**DELAY FACTOR = 0.18      OVERTIME FACTOR = 0.84**

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

**TRUCKS****[ T&TT ]**

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
CARS , LIGHT TRUCKS		00-06	\$16.34
3175 (7000)	5443 (12000) No small pickups	06-12	\$20.29
5443 (12000)	9072 (20000)	12-20	\$25.30
9072 (20000)	12701(28000)	20-28	\$27.77
12701 (28000)	16330 (36000)	28-36	\$36.46
16330 (36000)	21773 (48000)	36-48	\$42.54
21773 (48000)	27216 (60000)	48-60	\$51.63
27216(60000) & Over		60	\$65.21

**TRUCKS, OFF-HIGHWAY**
**EQUIPMENT RENTAL RATES  
EXHIBIT F**
**DELAY FACTOR = 0.24**
**OVERTIME FACTOR = 0.78**

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

**TRUCK OFF-HIGHWAY****[ TRU ]**

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	10-15	\$40.28
16.3 (18)	20.0 (22)	18-22	\$72.63
20.0 (22)	24.5 (27)	22-27	\$90.38
24.5 (27)	29.0 (32)	27-32	\$103.55
29.0 (32)	36.3 (40)	32-40	\$139.88
36.3 (40)	49.9 (55)	40-55	\$205.30
49.9 (55)	60.8 (67)	55-67	\$231.02

**TRUCKS, DUMP, ON-HIGHWAY**
**[ TRUON ]**
**DELAY FACTOR = 0.21**
**OVERTIME FACTOR = 0.81**

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

**TRUCK ON-HIGHWAY****[ TRUN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2 axles	2AXL	\$42.84
3 axles	3AXL	\$57.70
4 axles	4AXL	\$66.21
5 axles	5AXL	\$72.78

**WELDING EQUIPMENT**
**[ WELD ]**
**DELAY FACTOR = 0.22**
**OVERTIME FACTOR = 0.81**
**ARC WELDING MACHINES****[ AWM ]**

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	250	0-250	\$4.36
250	500	250-500	\$8.33
over	500	500	\$8.94

**GAS WELDING OUTFIT****[ GWO ]**

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$0.27



## COMMITTEE TRANSMITTAL

**March 12, 2018**

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

**From:** Laurena Weinert, Clerk of the Board *LW*

**Subject:** Measure M2 Environmental Cleanup Program - Tier 1 Grant Program Call for Projects

### Regional Planning and Highways Committee Meeting of March 5, 2018

**Present:** Directors M. Murphy, Nelson, Pulido, and Steel  
**Absent:** Directors Bartlett, Delgleize, and Spitzer

### **Committee Vote**

This item was passed by the Members present.


### **Committee Recommendations**

- A. Approve the proposed revisions to the Comprehensive Transportation Funding Programs Guidelines for Environmental Cleanup Program Tier 1 projects.
- B. Authorize staff to issue the fiscal year 2018-19 Environmental Cleanup Program Tier 1 call for projects for approximately \$2.8 million.



**March 5, 2018**

**To:** Regional Planning and Highways Committee

**From:** Darrell Johnson, Chief Executive Officer 

**Subject:** Measure M2 Environmental Cleanup Program – Tier 1 Grant Program Call for Projects

### **Overview**

The Measure M2 Environmental Cleanup Program provides grants to projects that protect Orange County waterways and beaches from roadway runoff. The updated Environmental Cleanup Program (Project X) Tier 1 call for projects program implementation guidelines are submitted for review and approval.

### **Recommendations**

- A. Approve the proposed revisions to the Comprehensive Transportation Funding Programs Guidelines for Environmental Cleanup Program Tier 1 projects.
- B. Authorize staff to issue the fiscal year 2018-19 Environmental Cleanup Program Tier 1 call for projects for approximately \$2.8 million.

### **Background**

The Environmental Cleanup Program (ECP), Project X, provides for the allocation of two percent of annual Measure M2 (M2) revenues to improve overall water quality in Orange County. Funding is allocated on a countywide, competitive basis to assist local agencies in controlling transportation-related pollution. These funds are intended to supplement, not supplant, existing transportation-related water quality programs. Funds are awarded to priority projects that improve water quality in streams, harbors, and other waterways that have a nexus to transportation-related pollution, consistent with the Orange County Transportation Authority's (OCTA) Ordinance No. 3. The ordinance calls for establishment of an Oversight Allocation Committee to advise the Board of Directors (Board) on priorities and process for use of the funds.

In May 2010, the Board approved a two-tiered approach to fund the M2 ECP. The Tier 1 Grant Program consists of funding for equipment purchases and upgrades to existing storm drains and related best management practices. The Tier 2 Grant Program consists of funding for regional, potentially multi-jurisdictional, and capital-intensive projects.

In August 2017, the Board approved funding for 16 Tier 1 projects. To date, the Tier 1 Program has funded 154 projects, totaling approximately \$20 million. There have been two Tier 2 calls for projects (call) to date, and the program has funded 22 projects, totaling approximately \$28 million. The current call focuses on the M2 ECP Tier 1 Program.

### ***Discussion***

OCTA staff worked with local agencies and the Environmental Cleanup Allocation Committee (ECAC) to determine areas of the M2 ECP Tier 1 Program Guidelines (Guidelines) that needed to be adjusted, as well as reviewed issues that emerged out of the previous calls. The proposed modifications to the Guidelines are included in Attachment A.

The proposed changes were reviewed and endorsed by the ECAC at the January 11, 2018 meeting. A summary of the modifications is provided below.

#### **2018 Call Updates**

- Updated ECP call application schedule and funding commitment level (approximately \$2.8 million in M2 Project X funds).

#### **General Updates**

- Added language referencing the 2015 adopted state trash provisions to clarify that new full capture devices remain eligible for ECP funding.
- Added language to clarify that ECP funds are eligible for local agencies to meet State Water Resources Control Board requirements.
- Added a cost/benefit analysis scoring criteria in lieu of assigning points for affected waterways.
- Revised scoring criteria addressing the targeted pollutants of the proposed project.
- Added language clarifying that Tier 1 applications are considered final upon submittal.
- Updated the point of contact section for application submittal.



The changes to the scoring criteria are a result of prior ECAC discussions regarding the quality of projects and point assignment. The previous criteria, which awarded points based on project location and affected waterways, is proposed to be replaced by a cost/benefit calculation.

**Next Steps**

Following Board approval, OCTA will notify local agencies of the call, which is anticipated to commence March 12, 2018. During the call, staff will offer two workshops, tentatively scheduled for March and April 2018, and one-on-one meetings by appointment to assist local agencies with the application process. Applications would be due to OCTA on or before May 18, 2018, and staff will return to the Board with programming recommendations by late summer 2018.

Awards would be effective with Board approval, and funds would become available starting on July 1, 2018.

***Summary***

OCTA staff is recommending revisions to the program Guidelines and is requesting authorization to issue the fiscal year 2018-19 call for the ECP Tier 1 Grant Program, totaling approximately \$2.8 million.

***Attachment***

- A. Comprehensive Transportation Funding Program, Chapter 12 - Environmental Cleanup Program (Project X)

**Prepared by:**



Brianna Martinez  
Transportation Funding Specialist  
(714) 560-5857

**Approved by:**



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

## Comprehensive Transportation Funding Programs



### Chapter 12 - Environmental Cleanup Program (Project X)

#### Overview

The Project X/Environmental Cleanup Program (ECP) provides for Measure M2 (M2) revenues to improve overall water quality in Orange County from transportation-generated pollution. Specifically, the Orange County Local Transportation Authority's Ordinance No. 3 (M2 Ordinance) dated July 24, 2006, provides 2 percent of gross M2 revenue dedicated to protecting Orange County beaches and waterways from the conveyance of urban runoff associated with transportation-generated pollution. The M2 ECP ensures that funds will be used on a countywide competitive basis to meet federal Clean Water Act standards for controlling transportation-generated pollution by funding nationally recognized Best Management Practices (BMPs).

As required by the M2 Ordinance, an Environmental Cleanup Allocation Committee (ECAC), representing a broad cross-section of the water quality community, was formed in October 2007 to provide guidance on program design and funding. The goal of the ECP is to fund projects on a countywide, competitive basis. This will assist the County of Orange and Orange County cities in reducing transportation-related water quality pollution by meeting Clean Water Act standards for local waterways and beaches.

Proposed projects must demonstrate a direct nexus (connection) to a reduction of transportation-related pollution as developed and defined by the ECAC in conformity with the M2 Ordinance. All proposing agencies must demonstrate an understanding of how their proposed projects meet the following transportation pollution nexus definition:

- Transportation-related activities can be a contributor of pollutants and/or impairments to receiving waters via aerial deposition, storm, and non-storm water discharges. Transportation-related activities are associated with the operation, construction, and maintenance of public roads, highways, and other ground transportation systems.
- The conveyance of transportation-related pollutants to surface and groundwater can occur from precipitation, runoff, and leaching entering or discharging from public roads, highways, and other ground transportation systems via drainage systems, such as catch basins, curbs, gutters, ditches, manmade channels, retention basins, or storm drains. The quality and quantity of these discharges vary considerably and are affected by hydrology, geology, land use, season, and sequence and discharge of hydrologic events.
- Pollutant sources can encompass right-of-way, properties, facilities, and activities related to motor vehicles, highway maintenance, construction site runoff, maintenance facility runoff, illegal dumping, spills, and landscaping care. Pollutant categories include, but are not limited to metals (such as copper, lead, and zinc), organic chemicals and compounds (hydrocarbons and pesticides), sediment, nutrients (nitrogen and phosphorus), litter, oxygen demanding substances (decaying



vegetation, animal waste, and other organic matter), groundwater dewatering discharges, and pathogenic material.

The M2 ECP funds are designed to supplement, not supplant, existing water quality programs. Proposed projects must improve and not replace existing pollution reduction efforts by an eligible party. Funds will be awarded to the most competitive projects with the highest benefit to water quality.

The intent of the ECP is to provide funding for water quality projects that do not replace existing transportation water quality expenditures. In other words, if a project has components which would replace features already in place or which would fulfill project specific mitigation, those components would not be eligible for M2 funding consideration. Some upgrades and expansions may be eligible.

Proposed projects, which support compliance with the 2015 adopted Trash Provisions, are eligible for M2 ECP funding provided the funds would not replace established and programmed funds and the funds are not applied to any mandated project design features or required mitigation measures.

The eligibility of the project and its components will be determined during the evaluation process. Contact Brianna Martinez at (714) 560-5857, or [bmartinez@octa.net](mailto:bmartinez@octa.net).

~~In May 2010, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved a two-tiered approach to fund the M2 ECP. Specifically, the funding plan called for up to \$19.5 million in Tier 1 grants on a "pay-as-you-go" basis through fiscal year (FY) 2017-18, and up to \$38 million in Tier 2 grants via bonding through FY 2014-15.~~



## Section 12.1 – Tier 1 Grant Program

### Overview

The Tier 1 Grant Program is designed to mitigate the more visible forms of pollutants, such as litter and debris, which collect on the roadways and in the catch basins (storm drains) prior to being deposited in waterways and the ocean. It consists of grant funding for Orange County local governments to purchase equipment and upgrades for existing catch basins and other related BMPs (i.e., “street-scale” low flow diversion projects). Examples include screens, filters, and inserts for catch basins, as well as other devices designed to remove the above-mentioned pollutants. To date, ~~five~~seven Tier 1 calls for projects have been held. Through this process, many of the opportunities for street-scale BMPs have been fulfilled. Water quality projects, regardless of technology, are eligible for Tier 1 funding provided they have a verifiable benefit to water quality and fall within the maximum per project programming cap. The intent of this funding program is for project applicants to complete the work generally within one year from the letter agreement execution.

### Tier 1 Project Types

The Tier 1 projects funded in the past include the following types. A description of each project type is provided below:

- 1) Automatic Retractable Screen and other debris screens or inserts: screen or insert units prevent debris from entering the storm drain system.
- 2) Irrigation system retrofits to reduce runoff: these projects decrease runoff from highway medians by using more efficient irrigation systems and/or replacing existing landscape to reduce the amount of water used in irrigation.
- 3) Continuous Deflection Separator (CDS): CDS units screen, separate, and trap debris, sediment, oil, and grease from storm water runoff.
- 4) Linear Radial Gross Solid Removal Device (GSRD): GSRDs are certified full capture systems which efficiently remove large solids from runoff water flows.
- 5) Marina Trash Skimmer: these devices draw in floating debris, such as plastics, bottles, paper, oil sheen, and drift wood. The installation of marina trash skimmers will reduce the amount of trash and debris reaching the open ocean.
- 6) Bioswales and Bioretention systems: pollutants and sedimentation are captured and subsequently removed from stormwater runoff.
- 7) Trash Boom: a floating boom placed across a channel captures trash and debris that have reached flood channels from being further conveyed to downstream receiving waters.



## Pre-Application Process

In order to ensure the best use of M2 funds and assist eligible jurisdictions with the Tier 1 Grant Program, applicants may engage in a pre-application process with OCTA staff in project planning, cost estimate development, and determination of likely projected competitiveness. Specific meeting times will be established once the call is initiated. Subsequent to the call for projects deadline and submittal of the grant application, applicants will not be able to change the content of the application or scope of the project.

## Eligible Applicants

ECP funds can be used to implement street and highway-related water quality improvement projects to assist Orange County cities and the County of Orange to meet federal Clean Water Act standards for urban runoff and State Water Resources Control Board requirements for trash capture. Applicants eligible for ECP funds include the 34 Orange County cities plus the County of Orange. Eligible applicants must meet the transportation requirements discussed in the M2 Ordinance.

Third parties, such as water and wastewater public entities, environmental resource organizations, nonprofit 501(c) environmental institutions, and homeowners associations cannot act as the lead agency for a proposed project, however; these agencies can jointly apply with an Orange County city and/or the County of Orange.

Two or more agencies may participate in a project. If a joint application among agencies and/or third party entities is submitted, a preliminary agreement with joint or third party entities must be provided as part of the application. In order to meet M2 Ordinance requirements, an eligible applicant must be the lead agency for the funding application. Per Chapter 9, if a project includes more than one jurisdiction and is being submitted as a joint application, one agency shall act as lead agency and must provide a resolution of support from all joint applicants.

Each eligible jurisdiction must meet the eligibility criteria as set forth in Chapter 1 of these guidelines.

## Project Programming

The Tier 1 Grant Program approach is designed to be consistent with Chapter 2 of these Comprehensive Transportation Funding Program (CTFP) Guidelines regarding the provisions below:

- Program Consolidation
- Funding Projections
- Programming Adjustments
- Project Cost Escalation



- Programming Policies
- Schedule Change Requests
- Project Advancements
- Semi-Annual Review

Refer to Chapter 2 for explanations of the above provisions.

## Funding Estimates

~~A total of up to \$19.5 million is available for the Tier 1 Grant Program over a seven-year window from FY 2011-12 through FY 2017-18.~~ Approximately \$~~3.12.8~~ million is available for the ~~20182017~~ Tier 1 call for projects.

The maximum amount for the Tier 1 Grant Program is \$500,000 per project. The maximum amount that an applicant can receive in a funding period is \$500,000.

## Matching Funds

For the Tier 1 Grant Program, a minimum local match of 20 percent of the eligible project cost is required. The matching funds shall be provided as a cash contribution.

Retroactive expenditures cannot be credited towards the matching fund threshold.

## Overmatch

For the Tier 1 Grant Program, administering agencies may “overmatch” ECP projects; that is, additional cash match may be provided for the project. Applicants will receive additional points in the evaluation process for matching with cash above the minimum requirement. Proposals that exceed the 20 percent minimum funding match will be given an additional one-half point for every five percent over the minimum cash match (up to five bonus points).

Additionally, administering agencies must commit to cover any future cost overruns if the project is underfunded. Any work not eligible for ECP reimbursement must be funded by other means by the project applicant and cannot count as match. These non-eligible items should not be included in the cost estimate breakdown in the application.

## Reimbursements

For the Tier 1 Grant Program, OCTA will release funds through two payments. The initial payment will constitute 75 percent of the contract award or programmed amount at contract award. OCTA will disburse the final payment, approximately 25 percent of eligible funds, after approval of the final report. Further information on reimbursements can be located within Chapter 10 of these Guidelines.

## Scope Reductions/Modifications and Cost Savings

Any proposed scope reductions of an approved project must be submitted to OCTA to ensure consistency with the Tier 1 Grant Program requirements. If the proposed scope



reduction is approved by OCTA, cost savings will be proportionally shared between OCTA and the grantee - a reduction in ECP funds must be applied proportionally to maintain the approved local match percentage. All cost savings will be returned to the Tier 1 Grant Program for reallocation for the subsequent call of projects.

Any minor scope modifications, such as BMP device quantities and/or the adjustment of device locations, must be submitted to OCTA for administrative approval prior to the implementation of the project. The proposed modifications must mitigate the same pollutants, affect the same waterways, and meet all other provisions as stipulated in these guidelines.

### **2018 Tier 1 Call for Projects**

2018 Tier 1 Call for Projects applications must be received by OCTA **no later than 5:00 p.m. Friday, May 18, 2018**. Projects that do not award construction contracts by June 30, 2019 will not be considered. OCTA allocates funds on July 1 of each year. Tier 1 projects are not eligible for delay requests; please refer to precept number 17 for additional information. Funds will become available upon execution of a letter agreement.

After the Tier 1 applications are reviewed by OCTA, an advisory panel will review and rank projects. Following a review by the ECAC, a recommended priority list of projects will be forwarded to the OCTA Board for approval in summer 2018. Funds allocated for projects are final once approved by the OCTA Board. No additional funds will be allocated to the project. Grantees are responsible for any costs exceeding the allocated amount.



## Tier 1 Selection Criteria

OCTA will evaluate all proposals that meet the mandatory prerequisites based on competitive selection criteria (Exhibit 12-1) with the following categories:

- Problem and source identification
- Project design
- Operations and maintenance
- Project cost/benefit
- Performance metrics
- Project implementation and readiness
- Secondary attributes\*

\*Note: Project elements which may qualify for points under the “secondary attributes” category do not need to be eligible expenditures. See Eligible Expenditures and Ineligible Expenditures sections for further information.

Each proposal can receive a maximum of 100 points, exclusive of ~~ten-five~~ bonus points ~~associated with up to five points related to afor~~ cash overmatch, ~~and up to five points related to eligible agencies that have previously funded the implementation of structural BMP's to mitigate pollutant loading. Previous projects funded by M2 Competitive Grant funds cannot be used for bonus points consideration. Proof of documentation such as invoices or payment request must be available on the purchase of the equipment or services provided by vendors. The latter bonus points are based on the ECAC's recommendations that previous local funding of structural BMPs should be acknowledged and rewarded.~~ See Exhibit 12-1 for scoring categories and point distribution.





## Exhibit 12-1 (Tier 1 Scoring Criteria)

### Scoring Criteria

**Points Possible**

- Describe the need for the selected BMP(s), including nexus to transportation pollutants, and detail the benefits to water quality the BMP(s) will achieve. (up to 15 Points)

**15**

- Cost/Benefit (Up to 16 points): Based on information provided by the applicant, a cost/benefit calculation will be conducted to compare the total project cost to the area of priority land uses treated by the proposed BMP(s). Applicant is required to provide<sup>1</sup>:

**16**

- Types(s) of BMP(s) proposed
- Number of each BMP type
- Total drainage area(s) contributing to each BMP type
- Percent of drainage area(s) that is/are considered priority land uses (i.e., high density residential, industrial, commercial, mixed urban, public transportation stations)

The applicant must also provide geospatial information (through ArcGIS and/or Google Earth) that identifies the drainage area(s) and BMP location(s) for the project.

List each receiving waterway associated with this project. If the receiving waterway is on the 303(d) list of impaired waters, identify the pollutant(s) for which it is listed. (2 points per waterway; 3 points if waterway is 303(d) listed, up to 12 points)

- Pollutant Reduction Benefits: Based on treatment capacity and BMP type, project benefit will be calculated using the scoring equation:  $(A \times 3) + (B \times 3) + (C \times 6) =$  (up to 12 points)<sup>1</sup>

**16**

<u>Line</u>	<u>Factor</u>	<u>Points Available</u>
<u>A</u>	<u>Fractional percent of 1 year, 1 hour event flowrate discharging from priority land uses to the BMP(s)</u>	<u>0 to 1</u>
<u>B</u>	<u>Fractional percent of 85th percentile, 24-hr design event that is treated by a low-impact development (LID) or treatment control BMP<sup>2</sup></u>	<u>0 to 1.5</u>
<u>C</u>	<u>BMP Multiplier:</u> <ul style="list-style-type: none"> <li><u>1/3 point for high capacity systems</u></li> <li><u>2/3 point for filters/biofilters</u></li> <li><u>1 point for zero-discharge BMPs</u></li> </ul>	<u>0 to 1</u>

<sup>1</sup>Applicants are not expected to calculate the score for question 2 and question 3. OCTA's technical consultant will provide the analysis for these questions based on the application materials provided by the applicant.

<sup>2</sup>Examples include high capacity systems (i.e. hydrodynamic separators), filters/biofilters, or zero-discharge BMPs (i.e., retention/infiltration).

List the pollutant(s) that would be addressed by the proposed project and the source(s) generating those pollutants. (2 points per pollutant and source, 3 points if the addressed pollutant is on the 303(d) list for any receiving waterways identified in Question 2, up to 16 points)

- How effective will the proposed project be in dealing with the more visible forms of pollutants, such as a litter and debris? (up to 10 points)

**10**

- What other BMP types were considered for this project? Why was the proposed BMP chosen? (5 points)

**5**

# Comprehensive Transportation Funding Programs



6. Provide information on proposed BMP performance efficiency and/or effectiveness, including pollutant capture, storage capacity, flow capacity, etc. (up to 6 points)	6
7. Project Readiness: The project schedule will be reviewed by the evaluation committee to verify when the proposed BMP will be operational following the OCTA Board of Directors approval. (up to 6 points):	6
Less than 4 Months (6 points)	
4 - 8 months (4 points)	
8 - 12 months (2 points)	
More than 12 months (1 point)	
8. Secondary Attributes: Will the proposed project provide any benefits beyond water quality improvement (i.e., water use efficiency, public awareness, flooding control, recreation, habitat, sustainability)? (up to 5 points)	5
9. What is the methodology for measuring pollutant reduction before and after the BMP is implemented? How frequently will monitoring and performance assessment occur? (up to 10 points)	10
10. Provide an operations and maintenance plan for the lifespan of the proposed project. Include schedule of inspections, cleaning, removal and disposal of pollutants, repairs, etc. (up to 15 points)	15
	<hr/>
	100
<del>11. BONUS: How many different Tier 1 type BMPs are currently installed within the local agency's jurisdiction, excluding BMPs funded by previous ECP grants. (1 point per BMP type, up to 5 points)</del>	<del>5</del>
<del>12. BONUS: Are local matching funds in excess of the 20% minimum cash being proposed? If yes, at what percentage? (.5 point for each 5% cash overmatch, up to 5 points)</del>	<del>5</del>
Note: overmatch bonus points can only be granted to projects with a cash match.	
	<hr/>
	<del>110</del> 105

## Application Process

The following information, which is to be completed within the Tier 1 Grant Application Form, available electronically from OCTA, is required to evaluate and select projects. A checklist is included in the Tier 1 Grant Application Form to assist eligible agencies in assembling project proposals. The following project information will be necessary as part of the application process:

- Project Title
- Lead Agency Information
- Joint-Application (if applicable)
- Proposed Schedule
- Project Management
- Description and Scope of Proposed Project
- Integrated Regional Water Management Plan identification (if applicable)
- Project Readiness
- Performance Metrics



- Detailed Project Estimate

In addition to the completed Tier 1 Grant Application, the following documentation is required as part of the application process:

- Project design or concept drawings, including preliminary design calculations, of proposed BMP
- Precise maps to show tributary drainage area and proposed location(s) for BMP installation including geospatial information (through ArcGIS and/or Google Earth)
- Digital project site photos
- ~~Project master schedule~~
- Preliminary agreements with joint and/or third party entities if part of the funding application (if applicable)
- A city council resolution specific to each proposed project and funding commitment. A final resolution authorizing request for funding consideration with a commitment of local match funding must be provided with the project application. **If a draft copy of the resolution is provided, the local agency must also provide the date the resolution will be finalized by the local agency's governing body.** A final copy of the City Council approved resolution must be provided at least four (4) weeks **PRIOR** to the consideration of programming recommendations by OCTA's Board. See Exhibit 12-2 for a sample resolution.

For the Tier 1 Grant Program, an unbound original and two copies (total of three) of the completed application form and supporting documentation are to be submitted, plus a CD/DVD copy of the complete application materials. Use separate sheets of paper if necessary.

There is no maximum length for proposals. All pages must be numbered and printed on 8 1/2 x 11 sheets of white paper. Maps and drawings can be included on 11 x 17 sheets, folded into the proposal. The original proposal should be left unbound for reproduction purposes.

Submitted applications are considered final. Any applications that do not contain all required information and documentation will be deemed disqualified.



## Exhibit 12-2 (Tier 1 Sample Resolution)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL/BOARD OF THE CITY/COUNTY OF \_\_\_\_\_

AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM  
UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR  
(PROJECT NAME).

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality.

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects.

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, (ADMINISTERING AGENCY) possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the (GOVERNING BODY) authorizes the nomination of (PROJECT NAME), including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the (ADMINISTERING AGENCY) to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the (ADMINISTERING AGENCY) will maintain and operate the equipment acquired and installed; and

WHEREAS, the (ADMINISTERING AGENCY) will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the (ADMINISTERING AGENCY) will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the (ADMINISTERING AGENCY) will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations;

WHEREAS, the (ADMINISTERING AGENCY) must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement.

WHEREAS, the (ADMINISTERING AGENCY) authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors.

WHEREAS, the City/County of \_\_\_\_\_ will provide a minimum of 20% in matching funds for the (PROJECT NAME) as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City/County of \_\_\_\_\_ hereby authorizes (NAME OF AGENCY REPRESENTATIVE) as the official representative of the (ADMINISTERING AGENCY) to accept funds for the Environmental Cleanup, Tier 1 Grant Program for (PROJECT NAME).

BE IT FURTHER RESOLVED that the City/County of \_\_\_\_\_ agrees to fund its share of the project costs and any additional costs over the identified programmed amount.



## Eligible Expenditures

- ECP funds must be for capital improvement. Construction management and project management cannot exceed 15 percent of the total construction costs.
- ECP funds can only be used for facilities that are in public ownership for public use; however, water quality improvements on private property, which are connected to municipal separate storm sewer systems, are eligible. (For example, a homeowner association can apply for funding through an eligible agency if the proposed project is connected to a public facility.)
- Reducing volume of surface flows is an integral factor of improving water quality, therefore, projects that have water-saving features (i.e., drip systems) are eligible for funding considerations.

## Ineligible Expenditures

- Operations and maintenance costs are not eligible expenditures. Operations and maintenance costs cannot be utilized as a source of matching funds.
- ECP funds are not to be used for planning.
- Expenditures prior to the grantee executed letter agreement date cannot be considered eligible for funding or match.
- Landscaping installation and replacement are not eligible for funding consideration.
- Replacement of equipment funded with ECP funds that is still within its anticipated useful life (based on manufacturer's specifications).
- Capital equipment purchases related to regular on-going street maintenance efforts, including, but not limited to: trash receptacles, vacuum trucks and/or equipment, street sweepers, signage, etc.

## Reporting and Reimbursement

A final report must be filed within 180 days of the project being completed with information as shown in Form 10-16. See Chapter 10 for the process and requirements regarding reimbursements and reporting for the Tier 1 Grant Program.

Additionally, an exception to Precept #36: Agencies may appeal to the ECAC and the OCTA Board on any issues that the agency and OCTA cannot resolve, as such are the approving bodies for this program.

## Technical and/or Field Review

Once an agency submits a final report for a project, OCTA shall review the report for compliance with the CTFP guidelines and may conduct a field review. OCTA will use the project cost estimate forms submitted with the application and revised where appropriate, project accounting records and the final report as the primary items to conduct the review. Agencies must maintain separate records for projects (i.e., expenditures, interest)



to ensure compliance. Only CTFP eligible items listed on a project's cost estimate form will be reimbursed. See Chapter 11 for independent audit requirements beyond the technical and/or field review.

### **Additional Information**

Completed applications and questions regarding these procedures and criteria should be directed to:

By mail:

Joseph Alcock  
Orange County Transportation Authority  
P.O. Box 14184  
Orange, CA 92863-1584  
Tel: (714) 560-5372

In person:

Orange County Transportation Authority  
600 South Main Street  
Orange, CA 92863-1584



## COMMITTEE TRANSMITTAL

**March 12, 2018**

**To:** Members of the Board of Directors  
**From:** Laurena Weinert, Clerk of the Board  
**Subject:** Agreement for the Operation and Maintenance of a Micro-Transit Pilot Program

### Transit Committee Meeting of March 8, 2018

**Present:** Directors Davies, Do, Jones, Murray, Pulido, and Winterbottom  
**Absent:** Director Tait

### **Committee Vote**

This item was passed by the Members present.

### **Committee Recommendations**

- A. Approve the selection of Keolis Transit Services, LLC, as the firm to provide operation and maintenance services for the micro-transit pilot program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis Transit Services, LLC, in the amount of \$1,150,000, for a one-year initial term from July 1, 2018 through June 30, 2019, with two, one-year option terms to provide operation and maintenance services for the micro-transit pilot program.



**March 8, 2018**

**To:** Transit Committee

**From:** Darrell Johnson, Chief Executive Officer

**Subject:** Agreement for the Operation and Maintenance of a Micro-Transit Pilot Program

### **Overview**

On November 13, 2017, the Board of Directors approved the release of a request for proposals for the operation and maintenance of a one-year pilot program to provide micro-transit in two low transit demand areas of Orange County. A competitive procurement has been conducted and offers were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for these services.

### **Recommendations**

- A. Approve the selection of Keolis Transit Services, LLC, as the firm to provide operation and maintenance services for the micro-transit pilot program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis Transit Services, LLC, in the amount of \$1,150,000, for a one-year initial term from July 1, 2018 through June 30, 2019, with two, one-year option terms to provide operation and maintenance services for the micro-transit pilot program.

### **Discussion**

As part of the OC Bus 360° program, a number of strategies were identified to improve bus ridership and meet changing mobility demands within the Orange County Transportation Authority (OCTA) service area. The implementation of a micro-transit pilot program has been identified as a strategy that could improve mobility choices in areas where there is a lower demand for traditional fixed-route service. The elements of this pilot program,



known as OCFlex, including the service plan, goals, and performance measures for the service, were presented to the Transit Committee at the October 12, 2017 meeting. Subsequently, on October 23, 2017, the Board of Directors (Board) approved the micro-transit pilot program and on November 13, 2017 approved the release of a request for proposals (RFP).

The OCFlex service will use a cloud-based software system for on-demand routing and dispatch of vehicles to identify pick-up and drop-off locations within predetermined zones. Zones are designed to connect to key transit services and community destinations at locations known as “hubs.” In addition to trips to or from a hub, trips may be taken anywhere within the zone.

The zones are approximately six square miles in size. The two zones include service areas within the cities of Huntington Beach, Aliso Viejo, Laguna Niguel, and Mission Viejo. OCTA will provide four wheelchair-accessible gasoline vehicles to the selected contractor to deliver the micro-transit service. These vehicles will be purchased by OCTA and provided to the contractor for operation. The vehicles will have the OCFlex branding and will only be used for OCTA operations.

OCFlex is a shared-ride service; therefore, multiple customers may be picked up and dropped off while the vehicle is enroute. The OCFlex service will be responsive to customer demand by providing riders the ability to book and pay for a ride in real-time through the use of a mobile application or by calling a reservation center.

### ***Procurement Approach***

This procurement was handled in accordance with Board-approved procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as staffing and project organization, prior experience with similar projects, work plan, and a fair and reasonable price structure.

On November 13, 2017, the Board authorized the release of RFP 7-2052, which was issued and sent out electronically on CAMM NET. The project was advertised in a newspaper of general circulation on November 13 and 20, 2017. A pre-proposal conference was held on November 28, 2017, with four attendees representing three firms. Four addenda were issued to make available a copy of the pre-proposal conference registration sheet and presentation, extend the proposal due date, and to respond to questions related to the RFP.

On January 9, 2018, two proposals were received. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management, Contract Transportation Services, Service Planning and Customer Advocacy, Financial Planning and Analysis, Transportation Planning, and Information Systems departments met to review all proposals received.

The proposals were evaluated based on the following Board-approved evaluation criteria and weights:

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

Several factors were considered in developing the criteria weights. Work plan was weighted highest at 30 percent to emphasize the importance of the proposing firms effectively demonstrating their understanding and approach to performing the work specified in the scope of work, while meeting program goals and objectives. The work plan needed to address every aspect of the requirements specified in the scope of work and demonstrate the firm's ability to comply with applicable local, state, and federal regulations to deliver this type of service, as well as demonstrate understanding of the program's challenges.

Qualifications of the firm was weighted at 25 percent as the proposing firms needed to demonstrate related experience. The success of this service requires a firm that has a demonstrated comprehension of the specifications, with a proven history of similar service delivery and support. Cost and price was also weighted at 25 percent to ensure competitiveness in proposed pricing to accomplish the required work and ensure that OCTA receives value for the service provided. Staffing and project organization was assigned 20 percent to ensure the firms propose a knowledgeable management team, qualified drivers, and sufficient resources to manage the project effectively.

On January 18, 2018, the evaluation committee reviewed the two proposals received based on the evaluation criteria and conducted interviews with both firms listed below in alphabetical order:

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Firm and Location

Keolis Transit Services, LLC (Keolis)  
Los Angeles, California

MV Transportation, Inc. (MV)  
Dallas, Texas

The interviews took place on January 25, 2018, at each firm's facility, which consisted of a tour of the proposed call center, dispatch area, and vehicle maintenance areas. Following the tour, the firms' proposed project managers and key team members had an opportunity to demonstrate their firms' qualifications and understanding of OCTA's requirements through a presentation and responses to the evaluation committee questions. Questions were asked relative to the firms' experience utilizing on-demand dispatch software, approach to monitoring and ensuring quality customer service, the proposed project team's related experience, and clarification of the dedicated resource allocations for this pilot program. Finally, each team was asked specific clarification questions related to their proposal.

After considering the responses to the questions asked during the interviews, the evaluation committee reviewed the preliminary ranking for both firms and made adjustments to individual scores. As a result, the ranking of the firms remained unchanged.

Based on the evaluation of the written proposals, the firms' qualifications, and the information obtained from the interviews, the evaluation committee recommends Keolis for consideration of the award. The following is a summary of the proposal evaluation results.

**Qualifications of the Firm**

Both firms are qualified, established firms with demonstrated relevant experience providing passenger transportation services for various public transportation agencies throughout the country, including OCTA. Additionally, both firms are familiar with the designated zones for this pilot project as both firms currently provide transportation services within these service areas.

Keolis is a global public transportation operator with more than 100 years of passenger transportation experience throughout Europe and approximately nine years in the United States market. Keolis operates transit systems in California, Florida, Massachusetts, Nevada, and Washington D.C. Within Orange County,

Keolis currently operates transportation services for over 30 Orange County communities. Additionally, the firm operates a three-bus system for the City of Seal Beach, and through its wholly owned subsidiary, Yellow Cab of Greater Orange County, Keolis has provided on-demand response taxi service for OCTA's ACCESS paratransit contractor service since 2013. The proposed project manager and assistant project manager have led these local efforts. Client references received for Keolis were positive and received high overall satisfaction comments and scores. Keolis has proposed to operate OCTA's OCFlex service from their facility located in the City of Garden Grove.

MV has been in the passenger transportation industry for more than 42 years. MV provides paratransit, commuter, traditional fixed-route, and on-demand service to various transportation agencies throughout the United States and Canada. MV is the current contracted service provider for OCTA's ACCESS paratransit service and has provided this service to OCTA since 2013. MV has proposed to operate OCTA's OCFlex service from OCTA's facility located in the City of Irvine. The facility, along with the equipment at the facility, is currently dedicated to the operation of the ACCESS paratransit services. During the interview, the firm was asked if a contingency plan was in place should the current paratransit services contract not be renewed in 2019. The continuity of OCFlex service would be affected since they proposed to operate out of the same facility. MV confirmed that although there had been some discussions regarding this topic, no contingency plan was in place should this occur.

#### **Staffing and Project Organization**

Keolis proposed a well-balanced, tenured project team having extensive individual experience in performing similar services identified in the scope of work. Keolis' proposed project manager is well-qualified with over 30 years experience managing on-demand passenger transportation services within the taxi industry. The assistant project manager is also well-qualified with over 28 years of transportation experience specializing in safety, training, accident investigation, operations, and management. The dedicated roles and responsibilities of each project team member were clearly described. The firm also proposed to utilize its corporate staff resources for the implementation of this pilot program. These individuals, along with the proposed project managers, will be involved in all phases of program implementation and on-going technical support for the on-demand software that will be utilized for this service. Keolis best demonstrated its approach to providing quality customer service while meeting the program's performance goals, as well as its technical understanding of the scope of work and potential challenges. During the interview, the

proposed project team demonstrated a high level of competence and commitment to quality assurance and safety.

MV's proposed project team demonstrated experience providing transportation services. The proposed project manager has 12 years' experience in the transportation industry and is the current operations manager for OCTA's ACCESS paratransit service contract responsible for scheduling and management of operator shifts, as well as employee monitoring and coaching. However, this individual has only been with MV since November 2017. The firm's project organization plan was unclear as various individuals proposed to be on the project team are currently contractually committed to be fully-dedicated to the ACCESS paratransit service operations. It was unclear how these individuals would maintain their full dedication to the paratransit services while performing operations and management duties for the OCFlex micro-transit pilot program. Furthermore, during the interview, the team lacked cohesion, conflicting responses were provided, and several responses did not thoroughly address the questions.

#### **Work Plan**

Both firms addressed important elements of the scope of work. Both firms demonstrated their approach to providing a comprehensive maintenance program, recruitment, and training programs for drivers, as well as road call procedures for vehicles in service. Additionally, both firms proposed to install enhanced safety features on the vehicles, such as a collision avoidance system and an onboard video event recorder to monitor driver behavior.

Keolis demonstrated the most thorough understanding of the project's needs and complexity in its written work plan and during the interview. The firm's implementation plan was the most comprehensive and provided a detailed approach and activity schedule for completing the major milestones. Keolis proposed to utilize its senior-level corporate resources to serve as a corporate steering committee to provide on-site support and oversight of the implementation process. Furthermore, Keolis proposed to provide two dedicated 2015 or newer spare vehicles which can accommodate up to two wheelchairs and additional ambulatory passengers, as well as the ability to utilize its more than 200 taxi and sedan fleet as an additional contingency measure. These vehicles would be used to supplement the primary vehicles should the demand for micro-transit service increase to a point that the response time for a primary vehicle exceeds the program's response time standards.

MV proposed to use 2008 and 2012 model vehicles as spare vehicles. Only one of the two vehicles is wheelchair accessible and the other has limited seating capacity. Both vehicles were previously in use for the ACCESS paratransit services. MV's implementation plan was general and lacked detail. The work plan emphasized a seamless and quick transition of service, but did not elaborate on the steps that would be taken to fully integrate the OCFlex micro-transit pilot program into its current operation, while keeping the ACCESS paratransit service operations separate since various OCTA assets and resources were proposed to be shared.

#### **Cost and Price**

The firms were asked to provide revenue vehicle hourly (RVH) rates based on various ranges of monthly RVHs. Pricing scores were based on a formula which assigned the highest score to the lowest average monthly RVH rate and scores the other proposals average monthly RVH rate in relation to the lowest rate. Keolis proposed the lowest average monthly RVH rate.

#### **Procurement Summary**

Based on the evaluation of the written proposals, firms' qualifications, and the information obtained from the interviews, the evaluation committee recommends the selection of Keolis as the firm to provide operation and maintenance services for the micro-transit pilot program. Keolis best demonstrated strong relevant experience, ample resources, and submitted a thorough and comprehensive proposal that was responsive to all requirements of the RFP.

#### **Fiscal Impact**

The costs associated with this project to provide micro-transit pilot services will be included in the OCTA Proposed Fiscal Year 2018-19 Budget, Transit Division, Contract Transportation Services, accounts 2149-7317-D2160-N96 and 2149-7317-D2161-N97.

#### **Summary**

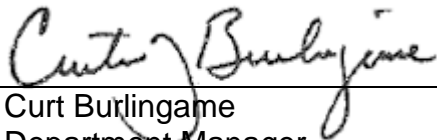
Based on the information provided, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2052 between OCTA and Keolis, in the amount of \$1,150,000, to provide operation and maintenance services for the micro-transit pilot program for a one-year initial term with two, one-year option terms.

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***Attachments***

- A. Review of Proposals, RFP 7-2052 Operation and Maintenance of a Micro-Transit Pilot Program
- B. Proposal Evaluation Criteria Matrix – RFP 7-2052, Operation and Maintenance of a Micro-Transit Pilot Program
- C. Contract History for the Past Two Years, RFP 7-2052, Operation and Maintenance of a Micro-Transit Pilot Program

**Prepared by:**



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Curt Burlingame  
Department Manager  
Contract Transportation Services  
714-560-5921

**Approved by:**



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Beth McCormick  
General Manager, Transit  
714-560-5964



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

**Review of Proposals**  
**RFP 7-2052 Operation and Maintenance of a Micro-Transit Pilot Program**  
Presented to Transit Committee - March 8, 2018  
2 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average Revenue Vehicle Hour Rate
1	86.0	Keolis Transit Services, LLC  Los Angeles, California	None	Established international firm with more than 100 years experience in passenger transportation. Currently provides on-demand response taxi service for OCTA's ACCESS paratransit contracted service. Familiar with the project area; currently operates transportation services within the project service areas. Demonstrated clear, organized plan for allocation of staff resources. Proposed project team is experienced and has relevant past experience. Proposed a detailed implementation plan. Both spare vehicles are wheelchair accessible. Proposed installing enhanced safety features on the primary vehicles. Large fleet of backup vehicles for peak hours of service. Excellent references. Proposed lower average revenue vehicle hourly rate.	\$ 52.21
2	75.0	MV Transportation, Inc.  Dallas, Texas	None	Established firm with over 42 years experience in passenger transportation. Currently operates OCTA's ACCESS paratransit contracted service. Familiar with the project area; currently operates transportation services within the project service areas. Proposed installing enhanced safety features on the primary vehicles. Proposed to utilize OCTA's facility dedicated to paratransit service for operation of the micro-transit pilot program. Majority of the proposed project team is currently contractually committed to be fully dedicated to the paratransit services. Resource allocation and work assignments were unclear. No contingency plan in place for continued operation of the micro-transit pilot program should the paratransit services contract not be renewed in 2019. Project Manager has been with the firm approximately four months. References were generally positive. Revenue vehicle hour rate was competitive.	\$ 59.43

**Evaluation Panel:**

Internal:

Contracts Administration and Materials Management (1)  
Contract Transportation Services (1)  
Service Planning and Customer Advocacy (1)  
Financial Planning and Analysis (1)  
Transportation Planning (1)  
Information Systems (1)

**Proposal Criteria**

Qualifications of the Firm  
Staffing and Project Organization  
Work Plan  
Cost and Price

**Weight Factors**

25%  
20%  
30%  
25%



## PROPOSAL EVALUATION CRITERIA MATRIX

# RFP 7-2052 Operation and Maintenance of a Micro-Transit Pilot Program

FIRM: Keolis Transit Services, LLC							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	4.5	5	20.4
Staffing/Project Organization	4.0	3.5	3.5	4.0	4.0	4.0	4	15.3
Work Plan	4.0	4.5	4.0	4.5	4.0	4.0	6	25.0
Cost and Price	5.0	5.0	5.0	5.0	5.0	5.0	5	25.0
Overall Score	85.0	86.0	83.0	88.0	85.0	87.5		86

FIRM: MV Transportation, Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications of Firm	3.5	4.0	4.0	4.0	3.5	4.0	5	19.2
Staffing/Project Organization	3.5	3.0	3.5	3.5	3.0	3.5	4	13.3
Work Plan	3.5	3.5	3.5	3.5	3.5	3.0	6	20.5
Cost and Price	4.39	4.39	4.39	4.39	4.39	4.39	5	22.0
Overall Score	74.5	75.0	77.0	77.0	72.5	74.0		75

**CONTRACT HISTORY FOR THE PAST TWO YEARS**  
**RFP 7-2052 OPERATION AND MAINTENANCE OF A MICRO-TRANSIT PILOT PROGRAM**

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
<b>Keolis Transit Services, LLC</b>						
Contract Type: N/A	None	N/A	N/A	N/A	N/A	
Subconsultants: None						
<b>Sub Total</b>						<b>\$0.00</b>
<b>MV Transportation, Inc.</b>						
Contract Type: Time and Expense	C-2-1865	ACCESS Paratransit Services	April 3, 2013	June 30, 2019	N/A	\$ 255,611,570
Subconsultants:						
Yellow Cab of Greater Orange County						
<b>Sub Total</b>						<b>\$255,611,570</b>

# Agreement for the Operation and Maintenance of a Micro-Transit Pilot Program

# *What is Micro-Transit and Where Could it Work*

- On-Demand
- Shared Ride
- First/Last Mile Connections to Transit Hubs
- Existing Low-Demand Transit Areas
- Areas Previously Unserved by Transit



## *OCTA Micro-Transit – Not a TNC*

- Difference from Transportation Network Company (TNC)
  - Extensive background checks and drug/alcohol testing
  - Meets Federal Transit Administration mandated requirements
  - Provides service for all ages (not just 18 years and above)
  - Variety of fares and methods of payment
  - Allows for alternative methods for reservations

# *Pilot Goals*

- Provide public transit mobility in lower-demand areas
- Reduce total operating and capital costs
- Reduce vehicle miles traveled
- Extend reach of OC Bus and Metrolink services
- Meet customer needs

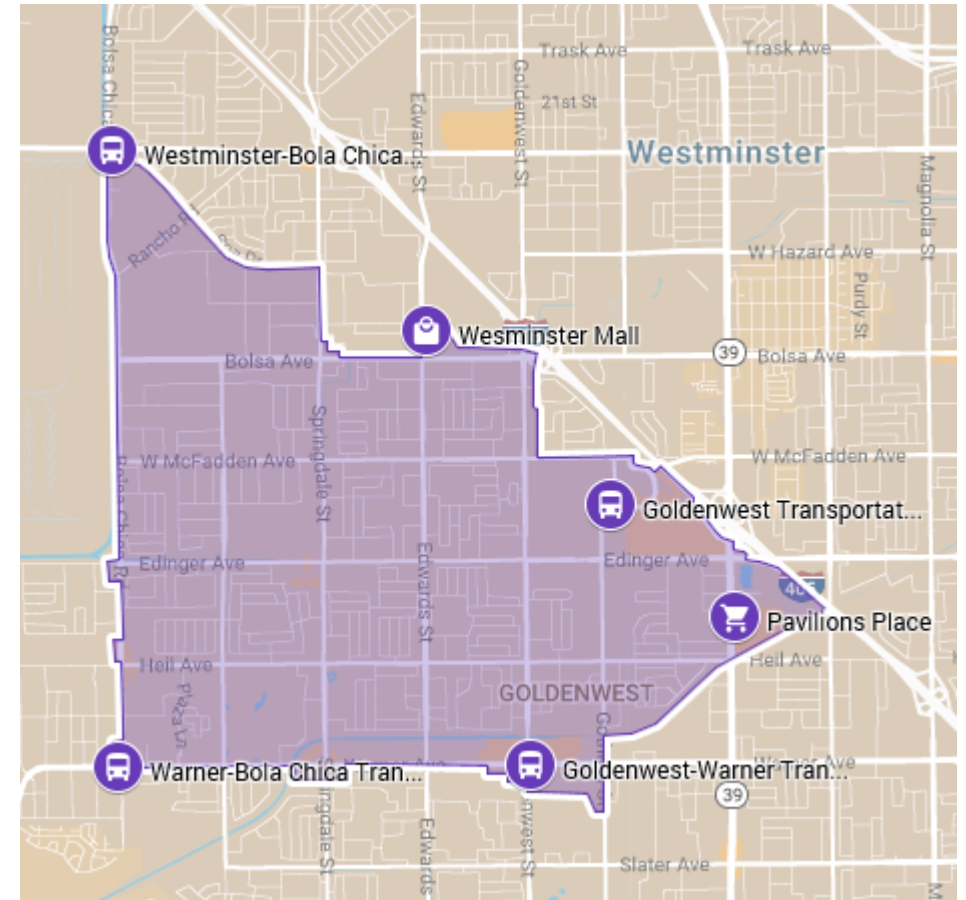
# Huntington Beach

- **Coverage**

- 6.45 square miles
- Long trip example: Westminster-Bolsa Chica to Goldenwest-Warner, 5.0 miles

- **Hubs**

- Westminster-Bolsa Chica Transfer (Routes 21, 60, and 560)
- Westminster Mall (Routes 26 and 64)
- Goldenwest Transportation Center (Routes 29, 66, 70, 211, 701, and proposed Route 21)
- Pavilions Place (Route 29)
- Goldenwest-Warner Transfer (Routes 25 and 72)
- Warner-Bolsa Chica Transfer (Route 21 and 72)





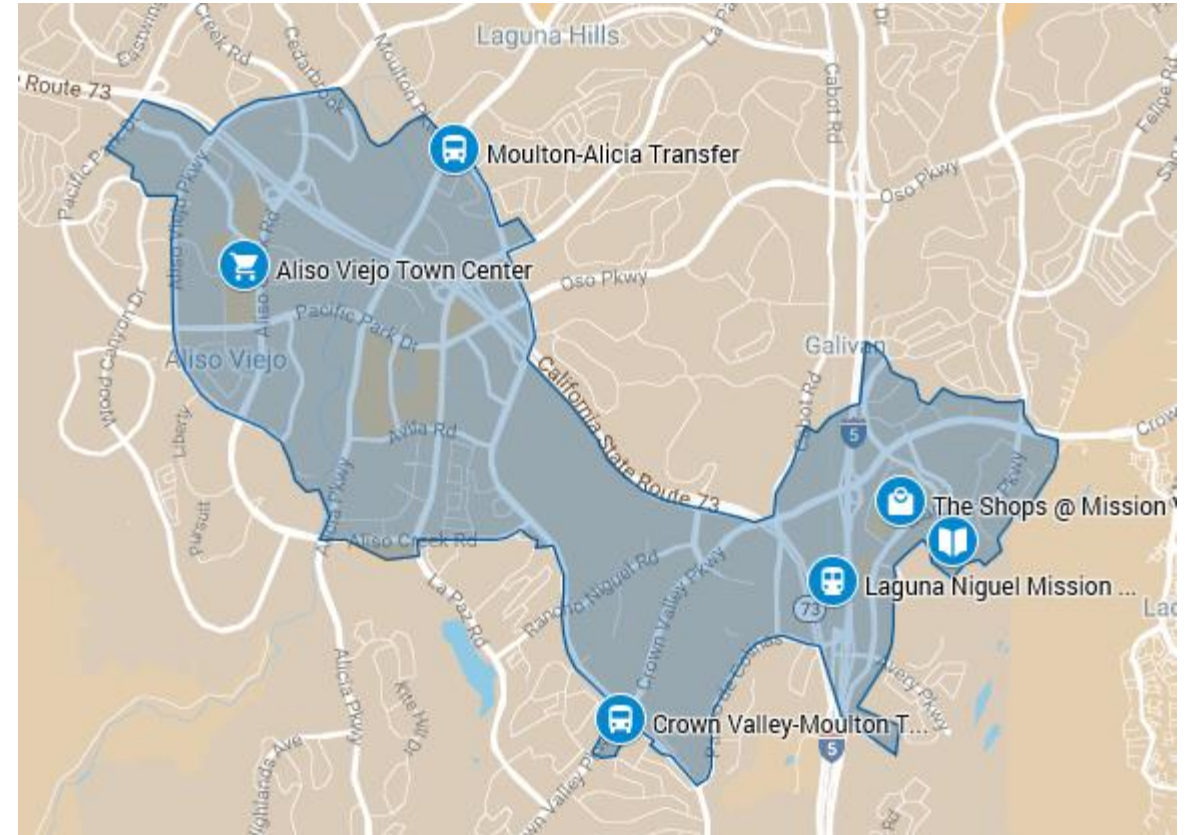
# Aliso Viejo / Laguna Niguel / Mission Viejo

- **Coverage**

- 5.99 square miles
- Long trip example: Aliso Viejo Town Center to Laguna Niguel Metrolink Station, 4.3 miles

- **Hubs**

- Laguna Niguel Mission Viejo Metrolink (Metrolink)
- Crown Valley-Moulton Transfer (Routes 85 and 90)
- Saddleback College
- The Shops @ Mission Viejo
- Aliso Viejo Town Center
- Moulton-Alicia Transfer (Routes 87 and 90)





# Service Levels and Pricing

- **Service Levels Per Zone**
  - Weekday: 6:00 a.m. – 9:00 p.m.
  - Weekend: 8:00 a.m. – 10:00 p.m.
- **Vehicles**
  - Accessible Ford Transit
  - Two per zone with one-overflow



# OC FLEX



# *Procurement Process*

- Request For Proposals 7-2052 was approved by the Board of Directors and released on November 13, 2017
- Proposals were due January 9, 2018
- Two proposals were received
- Site visits and interviews with both firms took place on January 25, 2018

# *Proposing Firms*

- Keolis Transit Services, LLC (Keolis)  
Los Angeles, California
- MV Transportation, Inc. (MV)  
Dallas, Texas

# Keolis Proposal

- Overall demand-response experience in Orange County
- Experience with TransLoc
- Vehicle safety technology
- Dedicated spare vehicles
- Extensive contingency fleet
- Lower revenue vehicle hour rate

## *Next Steps*

- Approve the selection of Keolis as the firm to provide operation and maintenance services for the micro-transit pilot program
- Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis in the amount of \$1,150,000, for a one-year initial term, with two, one-year option terms



# **Update on the Interstate 5/El Toro Road Interchange Improvement Project**

# Project Location



**The Interstate 5/  
El Toro Road Interchange  
located in the cities  
of Laguna Hills,  
Laguna Woods, and  
Lake Forest**



# Purpose and Need

- **AM and PM Peak Intersection Congestion (25% projected growth by year 2050)**
- **Relieve Freeway Ramps and City Street Congestion**



# Partnering

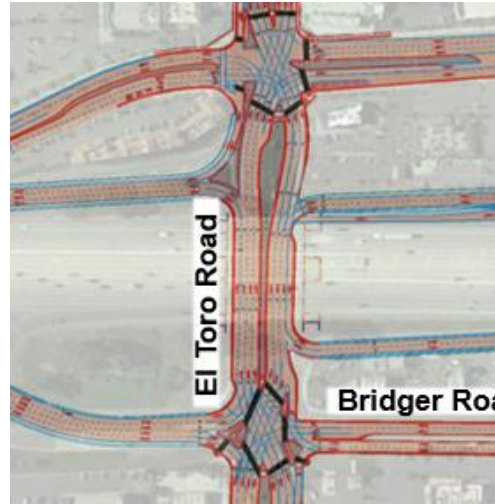
- Orange County Transportation Authority
- California Department of Transportation
- Federal Highway Administration
- City of Laguna Hills
- City of Laguna Woods
- City of Lake Forest



# Progress To Date



Preliminary Right-of-Way  
Impacts Analysis  
December 2017



Preliminary  
Design Analysis  
January 2018



Preliminary Traffic  
Volume Analysis  
February 2018



# Alternative 1 - Intersection Modification (\$65 million)





# Alternative 2 - Flyover (\$95 million)





# Alt 3 - Diverging Diamond Interchange (\$65 million)



# Project Schedule for Environmental Phase

- Begin Environmental May 2017
- Purpose and Need June 2017
- Alternatives Development May 2017 – December 2017
- Value Analysis Study November 2017 – February 2018
- Alternatives Analysis January 2018 – March 2019
- Public Informational Meeting
  - Public Circulation June 2018
  - April 2019 – May 2019
- Public Hearing April 2019
- Preferred Alternative Selected July 2019
- Final Project Approval/  
Environmental Documents November 2019

Questions?





# Eastbound State Route 22 Safety Improvement Project at Interstate 5/State Route 22/State Route 57

California Department of Transportation  
State Highway Operation and Protection Program (SHOPP)

# Project Location – EB SR-22



# Project Purpose and Funding

- Reduce the number or severity of collisions
- Modify EB SR-22 configuration and redistribute traffic patterns
- SHOPP Funds - \$ 11 million (Construction)



# Project Scope – Modify EB SR-22





# Progress to Date



**95 percent  
Geometric Design  
complete as of  
February 2018**

# Project Schedule

<b>May 2018</b>	<b>100 percent Design (Plans, Specifications, and Estimates Package)</b>
<b>June 2018</b>	<b>Ready to List for Advertising</b>
<b>August 2018</b>	<b>Advertise for Construction Bids</b>
<b>Mid 2018-2021</b>	<b>Public Outreach</b>
<b>January 2019</b>	<b>Start Construction</b>
<b>January 2021</b>	<b>Complete Construction</b>

# Public Outreach

## Collateral

- Fact Sheet
- Infographic
- FAQs
- Project Boards
- Email Campaign Design and Content

## Digital

- Website Landing Page
  - [dot.ca.gov/d12/22H](https://dot.ca.gov/d12/22H)
- Dedicated Twitter and Facebook Accounts
- Activate Email Campaign
- Video Updates
- Caltrans QuickMap app and Partnership with Waze

## Interpersonal

- Business Outreach
- Community Events
- Stakeholder Briefings

# Questions