

- k. The motorist being assisted must accompany the Operator to the drop location. This would include FSP or CHP providing the transportation to the same location.

PROCUREMENT DRAFT

# CHAPTER 9

## RADIO COMMUNICATIONS

---

### 1. RADIO AND COMMUNICATIONS EQUIPMENT

Each Orange County FSP vehicle will be equipped with an FSP radio that will allow the operator to communicate with the CHP Communication Center, a Helios Edge Controller GPS (Helios) and Wi-Fi hot spot device, a radio antenna, and GPS antenna. This communications equipment will be supplied, installed, and maintained by OCTA, to assure continued operation. Each Contractor will be responsible for providing electrical connection points for OCTA provided equipment (radio and controller). The Contractor will be responsible for assuring that the equipment is contained in a secure environment and protected from theft or damage. The Contractor will be responsible for any replacement or repair cost for OCTA provided equipment that is not considered normal wear and tear.

Contractors are required to provide one iPad2, Galaxy Tab, or compatible Tablet computer (data device) with Wi-Fi internet capability and a modern web browser for each vehicle and backup vehicle. Contractors are also required to provide, install, and maintain contractor-selected in-vehicle mounting hardware for each data device. The Contractor is to maintain and manage contractor-provided data devices in a manner that assures the timely and accurate collection of assist data.

In the event the FSP radio, Helios device, or antennas require repair, the following procedure will be followed:

1. The Contractor or Operator will immediately contact Dispatch to advise of the problem. The Contractor or Operator should be prepared to relay the issue/complaint and truck number of the vehicle in question to Dispatch who will notify FSP Management.

**It is prohibited for any Operator or Contractor to tamper with the FSP communication equipment so that it does not function properly.**

### 2. GENERAL RADIO GUIDELINES

An Operator should always know his location . This is not only important in an emergency but is also important when requesting other services such as a rotation tow truck, fire department, ambulance, or the CHP. If unsure about precise location, an Operator should use a prominent landmark to assist Dispatch in determining the correct location.

In Orange County, there are many different freeways, interchanges, transition roads, collector roads, connector roads, etc. Therefore, it is very important that an Operator be specific about the location(s) he broadcasts on the radio. For instance, if an Operator is on the collector road of the freeway as opposed to the main portion, then that Operator should broadcast, "FSP, 139-506, I'm northbound I-5 at Bake Parkway on the collector road." If on the main portion of the freeway, the Operator should give the lane number and specify "mainline." It is also helpful to give access directions to responding emergency vehicles whenever appropriate. The more pertinent information the responding agencies have, the sooner the entire incident will be mitigated.

#### 1. Calling Dispatch

Always remember that there are many Operators who will likely be using the radio at the same time. While it will be necessary to advise Dispatch of various details regarding incidents that occur, all radio transmissions should be clear and concise. The following is the correct procedure to notify and receive acknowledgment from Dispatch.

- a. It is necessary to identify the party with whom contact is desired by call-sign. For FSP Dispatch, it will be "FSP."
- b. The person calling must be identified by giving his call-sign. Call signs are distinguished by the FSP Identifier 139 and the assigned beat the Operator is working. For example, "139-505."
- c. An Operator must advise Dispatch of the type of incident encountered, especially any incident requiring additional emergency support response. Example: "**FSP, 139-407...11-79.**" After pre-alerting Dispatch, an Operator is to wait for acknowledgment from Dispatch. Dispatch will acknowledge the Operator (by call-sign) and advise to proceed with further details. An example of further details could be, "**FSP 139-407, 11-79, northbound I-405 south of Magnolia Street, #1 and #2 lanes are blocked, roll CHP and 11-41.**" **IT IS IMPERATIVE THAT THE OPERATOR FIRST PROVIDE THE LOCATION OF THE INCIDENT.** Without a location, emergency response will be delayed.
- d. Following this message, an Operator is to wait for acknowledgment from Dispatch that the details of the incident have been copied. For example, "**139-407 FSP copies.**" It is important that an Operator receive an acknowledgment from Dispatch as there are many trucks on the frequency and Dispatch may not have copied the Operator's traffic. Dispatch will advise the Operator over the air after the proper notifications have been made ("**139-407...1039 to CHP and OC Fire**").

An Operator shall use the Tablet instead of the radio during routine FSP duties (for example, signing on, signing off, going 10-97, 10-98 with a vehicle, 10-7, etc.). The use of the Tablet conserves airtime and allows an Operator with necessary traffic to get through to Dispatch.

2. Reporting Emergencies

When reporting emergencies and other priority traffic, an Operator should “pre-alert” Dispatch with an indication of the type of emergency present and wait for Dispatch to acknowledge the call.

A true emergency occurs when an Operator or the public is in immediate danger or has been hurt. These types of calls should be broadcast as “**priority traffic**.” After acknowledging the Operator, Dispatch will put all other Operators on standby (10-23). As a reminder, “priority traffic” should only be used in **emergency** situations.

3. **MONITORING RADIO/SCANNER TRAFFIC**

While patrolling an assigned beat, an Operator shall monitor both the FSP radio and the scanner. An Operator is required to keep the radio scanner tuned to the appropriate CHP frequency corresponding to his assigned FSP beat. This will allow each Operator to be better informed of current freeway incidents and enhance response times to incidents as needed. The frequencies scanned should include both the “S” (Station to Car) and “C” (Car to Station) channels. No other frequencies, other than the appropriate CHP frequencies, shall be monitored. The following examples reflect the advantages to monitoring the scanner:

1. An Officer’s request for an FSP truck will be heard by an Operator before the request is conveyed by Dispatch. During busy radio conditions, requests for FSP response can be delayed. Monitoring the scanner will allow an Operator to start responding to an incident before the call is dispatched.
2. Traffic collision information will be reported and updated by CHP Officers/Dispatchers. This will assist the Operator in restoring the efficient flow of traffic much sooner.
3. A CHP Officer’s/Dispatcher’s report of crimes in progress, a pursuit, or other traffic hazards present will help to ensure an Operator’s safety and alert him of areas to be avoided.

## Transportation of Females

### 4. PROPER RADIO PROTOCOL FOR TRANSPORTATION OF FEMALES AND LONE JUVENILES

When an Operator tows a vehicle with a female or lone juvenile motorist(s), the following procedure (consistent with the policies of the California Highway Patrol) shall be followed:

1. An Operator shall **immediately** advise Dispatch of the transportation of one or more females or a lone juvenile. The appropriate radio code when providing transportation for any female and/or juvenile motorist is "11-48X." After acknowledgment by Dispatch of the "11-48X" call, the Operator shall provide relevant information in the following order:
  - a. Operator's starting location
  - b. Operator's vehicle number
  - c. The motorist's last name. (If more than one female is being transported, the last names of each female shall be provided.)
  - d. Starting odometer
  - e. Drop location where the motorist(s) is being transported

Example, **"FSP, 139-911, my starting location is eastbound SR-91 at Knott Ave. Truck number is OC-31, party's last name is Smith (sometimes the name must be spelled if not common spelling). Starting mileage, (as it reads on the odometer), and drop location will be 7-J-3."**

2. When transporting female or juvenile motorists, it is the policy of the CHP to document the beginning and ending mileage in the CHP log. All 11-48X information, including odometer readings, shall be given over the air to Dispatch at the starting and ending locations.
3. **Radio Dead Spots While Providing 11-48X**  
Operators in locations where dispatch cannot be contacted, (known as radio "dead spots") shall record mileage when beginning and ending transportation of females via the Tablet. The remainder of the relevant information, Operator's starting location, Operator's vehicle number, the motorist's last name, and the drop location shall be provided to Dispatch via the radio as soon as reception allows.

## 5. RADIO DO'S AND DON'TS

### 1. Required Communications Equipment

The Program has adopted the CHP aural brevity code and the phonetic alphabet systems to simplify radio communications. These codes and radio guidelines shall be used when communicating with Dispatch.

### 2. Correct Procedure When Using the Radio

- a. Remain calm and try to think about what you are going to say before you say it. It may help in the beginning to write down what you want to say and read it to Dispatch.
- b. When talking on the radio, remember to hold the microphone approximately two to three inches away from your mouth and speak slowly, clearly, and briefly.
- c. As airtime is limited and several FSP Operators are sharing the same radio frequency, please be concise with your radio traffic, providing only pertinent information.
- d. Transmit only the information requested by Dispatch.
- e. Always use proper radio codes as they maintain brevity. Whenever in doubt, use plain English.
- f. Always know your location. When acknowledging a call from Dispatch, Operators shall give their current location (10-20).
- g. When outside the FSP vehicle, Operators shall turn on the outside radio speaker to better communicate with Dispatch. Common sense and good judgment shall be used when selecting the proper volume level for the surrounding area.
- h. The CHP's 10 and 11 radio codes as well as the phonetic alphabet shall always be used on the FSP radio.

### 3. The Term "Backup"

The term "backup" should be avoided on the FSP radio, as this usually refers to an Officer in need of immediate assistance. An Operator needing an additional truck at an incident can contact Dispatch to have another Operator "11-98" with them.

4. **Requesting Telephone Calls Through Dispatch**  
An Operator should direct a motorist to use a freeway call box or a public telephone at a drop location when a telephone call is requested. Requesting telephone calls over the radio is prohibited.
5. **Personal Conversations with Dispatch or Unprofessional Radio Traffic**  
An Operator shall not have a personal conversation with Dispatch or other Operator using the FSP radio. Pleasant and friendly comments such as "Good morning," "Nice to hear you," "Have a nice night," only take up radio time and are a violation of FCC regulations. These conversations also prevent other Operators from legitimately communicating with Dispatch.
6. **"Walking on" Other Operators/Dispatch**  
An Operator should adjust the volume on his shop radio before talking with Dispatch. Of all radios within the truck, the FSP radio should be the most audible. Prior to using the FSP radio, an Operator shall listen to hear if Dispatch is engaged in conversation with another Operator. Purposely interfering during voice transmissions presents a safety concern. Microphone keying or other abuse of voice transmission is not allowed and will not be tolerated. **Violation of this policy is grounds for immediate disqualification.**
7. **Maintaining Professionalism on the Radio**  
The FSP radio frequencies are monitored by the Federal Communications Commission, other agencies, and the media. Therefore, all radio communications must be done in a professional manner. It is a direct violation of FSP Policy to use inappropriate, foul, or confrontational language with anyone while using the FSP radio.
8. **Providing False Information to Dispatch / FSP Management**  
An Operator shall not provide false information to Dispatch or any member of FSP Management. This includes, but is not limited to, the creation of a false dispatch log via data or voice transmission, a false or misleading answer or information to a direct question or falsifying any type of documentation.

## 6. RADIO CODES

### 1. Aural Brevity Codes

10-1	Poor Reception	11-10	Take A Report
10-2	Good Reception	11-24	Abandoned Vehicle
10-4	Message Received	11-25	Traffic Hazard
10-5	Relay Message	11-26	Disabled Vehicle
10-6	Busy, Stand By	11-41	Ambulance Required
10-7	Out Of Service	11-42	Fire Dept. Required
10-8	In Service	11-44	Fatality (Dead Animal for FSP)
10-9	Repeat Transmission	11-48	Provide Transportation
10-10	Off Duty	11-48X	Transport Female
10-19	Return To	11-79	T/C - Ambulance En-route
10-20	Location	11-82	Collision - Property Damage
10-21	Telephone	11-83	Collision - No Details
10-22	Disregard	11-84	Direct Traffic
10-23	Stand By	11-85	Tow Truck
10-97	Arrived at Scene	11-98	Meet or Meet With
10-98	Assignment Complete		
20001	Hit and Run with Injuries	20002	Hit and Run

### 2. Phonetic Alphabet

A	ADAM	H	HENRY	O	OCEAN	V	VICTOR
B	BOY	I	IDA	P	PAUL	W	WILLIAM
C	CHARLES	J	JOHN	Q	QUEEN	X	XRAY
D	DAVID	K	KING	R	ROBERT	Y	YELLOW
E	EDWARD	L	LINCOLN	S	SAM	Z	ZEBRA
F	FRANK	M	MARY	T	TOM		
G	GEORGE	N	NORA	U	UNION		

### 3. Common Radio Abbreviations

BO	BAD ORDER NOT WORKING
ETA	ESTIMATED TIME OF ARRIVAL
DOT	DEPARTMENT OF TRANSPORTATION
GOA	GONE ON ARRIVAL
PD	POLICE DEPARTMENT
SO	SHERIFF'S OFFICE
TC	TRAFFIC COLLISION
UTL	UNABLE TO LOCATE



# CHAPTER 10

## MOBILE DATA DEVICE

---

### 1. MOBILE DATA DEVICE (TABLET) SAFETY

Contractor will be required to provide one iPad Tablet (data device) with Wi-Fi internet capability and an updated Safari web browser for each service vehicle and backup vehicle. Other Tablet computers or data devices may be utilized with prior approval from the OCTA Project Manager.

Contractor will be required to provide, install, and maintain contractor selected in-vehicle mounting hardware for each data device. Contractor is to maintain and manage contractor provided data devices in a manner that assures the timely and accurate collection of assist data.

Each contractor employee (Operator) will be required to enter assist data into the reporting system, using the contractor provided data device, as it is performed. For data consistency, and to assure the collection of service data, Operators may be required to maintain a manual log of all assists performed during their shift in addition to entering the data into the system, or if for some reason assist data may not be entered into the system.

### 2. TABLET USE

#### 1. Tablet Use Is Required

A Tablet must always be used by an Operator during FSP service. Failure to properly use the Tablet is a violation of policy.

Operators are required to “log on” to the Tablet prior to leaving the Company yard and perform all status updates as outlined in data collection guidelines outlined in Attachment N. Operators logging on while en route to the beat will be in violation of policy (must log on before leaving the yard to verify functionality).

Operators shall only enter data into their mobile data device while stopped in a safe location and must never utilize their data device while driving.

#### 2. Tablet Communication Failure

An Operator encountering a problem with the Tablet is to contact Dispatch immediately and advise of the equipment failure. The Operator must also contact their designated company representative (Lead Operator/Operations Manager) to arrange for replacement or repair. When Tablet failure occurs, an Operator will communicate with Dispatch using the FSP voice radio and maintain a manual log of assists performed. All

motorist assist information shall be recorded on the Operator's Daily Activity Log.

3. Tablet Tampering

For safety reasons, an Operator is not allowed to disconnect or tamper with the communications equipment. An Operator is required to inform Dispatch of any Tablet malfunctions. Any Operator found tampering with FSP provided equipment may be disqualified from the program.

4. Any use of the Tablet for other than the intended FSP purpose is prohibited. An Operator found in violation of this policy may be disqualified from the program.

Refer to Attachment N for LATATrax Tracking and Reporting Application User Guide.

## CHAPTER 11

### OPERATOR'S DAILY ACTIVITY LOG

---

#### 1. DAILY ACTIVITY LOG COMPLETION WHEN TABLET IS NOT FUNCTIONING

A "Daily Activity Log" (Attachment H) shall be completed by the Operator for every incident during the hours of FSP operation when the Tablet is not functioning. When an Operator is dispatched to an incident, assistance may not be possible because the vehicle departed prior to the Operator's arrival; the vehicle is abandoned; or the Operator is unable to locate (UTL) an incident. In any case, the Operator shall complete an entry on the Daily Activity Log.

The Contractor is required to enter manually collected assist data into the LATATrax tracking system within 48 hours.

#### 2. COMPLETING THE OPERATOR'S DAILY ACTIVITY LOG

The Operator shall promptly fill out the Daily Activity Log after servicing a vehicle and prior to responding to another call. The Daily Activity Log shall be filled out in pen with all the required information neat and legible. Operators are to turn-in completed Daily Activity Logs to the Contractor at the end of each day.

#### 3. FALSIFYING DAILY ACTIVITY LOGS

An Operator shall never falsify a Daily Activity Log. **Falsifying a Daily Activity Log may result in immediate disqualification.** It is **strongly urged** that the Contractor review the Operator's Daily Activity Log prior to sending it to OCTA to check for accuracy and to maintain Operator efficiency and professionalism in the field.

#### 4. CALL BOX CHECKS

If Dispatch sends an Operator to a call box to perform a "call box check," the Operator will do the following:

- a. Respond to the applicable location.
- b. If there is a motorist in need of assistance, stop and render aid.
- c. Advise Dispatch of any known problems with the call box.

If there is no vehicle at the location, the Operator is to roll by the call box without stopping and advise Dispatch. An entry into the Daily Activity Log shall be completed for all call box checks.

## 5. DAILY ACTIVITY LOG GUIDELINES

- ☒ The Daily Activity Log can be filled out with a pen or a thin black felt pen (Sharpie).
- ☒ Write today's date, beat, truck number, and Operator ID in top section of the Daily Activity Log
- ☒ Enter Company name, Operator's name, and at the end of the day enter the assist count total.
- ☒ **DISPATCHED TIME:** Enter the time of day that you were dispatched to a call. All time is written as military time.
- ☒ **TIME ARRIVED (10-97):** Enter the time of day that you arrived at the incident. All time is written as military time.

EXAMPLE: 7:15 AM is 0715 and 4:49 PM is 1649.

- ☒ **WAIT TIME:** Ask the motorist how long the vehicle has been disabled at that location.
- ☒ **FREEWAY & DIRECTION:** Enter the freeway and general direction of travel. (Example: I-5 N)
- ☒ **LOCATION:** Enter the nearest exit or cross street. (Example: at Magnolia or south of Bake Parkway)
- ☒ **TRAFFIC SPEED:** Enter the estimated speed that the traffic is traveling as you pull up to the incident. Estimate only the direction that you are traveling not the other side of the freeway.
- ☒ **INCIDENT TYPE:** Enter the appropriate radio code definition. (Example: 11-26, 11-82)
- ☒ **VEHICLE POSITION:** Indicate the position of the vehicle in relation to the roadway. (Example: Right shoulder, center divider)
- ☒ **SERVICE TYPE:** Enter the appropriate service type. (Example: F [for flat tire])
- ☒ **MAKE:** Vehicle manufacturer.

- ☒ **VEHICLE TYPE:** Enter the vehicle type. (Example: Auto, SUV, P/U, Big Rig, CYC)
- ☒ **COLOR:** Enter the basic color of the vehicle.
- ☒ **LICENSE PLATE NUMBER:** Enter the license plate as it reads.
- ☒ **STATE:** Enter the state in which the license plate was issued.
- ☒ **TOW LOCATION:** Enter the destination of the vehicle if it was towed. (Example: right shoulder, surface street, drop zone)
- ☒ **START ODOMETER:** If providing transportation for a juvenile or female, enter the odometer information as it reads.
- ☒ **ENDING ODOMETER:** If providing transportation for a juvenile or female, enter the odometer information as it reads.
- ☒ **DROP ZONE:** Enter the drop zone number as found in the drop zone book.
- ☒ **TIP:** If a tip was received, enter the amount of the tip or item received. Further information may be placed in the comments section.
- ☒ **LOG NUMBER:** Enter the log number received from dispatch for a tip, vehicle damage, collision, or unusual incident.
- ☒ **LAST NAME:** Enter the motorist's last name if providing transportation for a juvenile or female.
- ☒ **COMMENTS:** Enter any pertinent information for the incident.
- ☒ **IN TABLET:** Enter Yes or No as to whether the assist was entered the Tablet.
- ☒ **TIME DEPARTED (10-98):** Enter the time of day that you completed the incident (this includes the completion of the Daily Activity Log).
- ☒ **OPERATORS SIGNATURE: (REQUIRED)** After completion of the Daily Activity Log at the end of the shift/day, sign the log verifying all information is true and correct to the best of your knowledge.

Refer to Attachment H for an example of the Daily Activity Log and further instructions.

# CHAPTER 12

## SPECIAL RELATIONSHIPS

---

### 1. SPECIAL RELATIONSHIPS

- a. Once an Operator establishes any contact with a motorist, that Operator has established what the FSP Program refers to as a “special relationship.”
- b. An Operator is to exercise reasonable care of a motorist once a special relationship has been established. The Operator should not leave the motorist in an unsafe situation.
- c. An Operator shall not place a motorist or passenger in a position of foreseeable danger from either traffic or other potentially hazardous factors after contact has been made.
- d. It is the responsibility of the Operator not to leave the motorist in a worse situation than that which existed before contact was made. This includes not leaving a motorist stranded at a drop location where the safety of the motorist may be compromised. **IT IS THE OPERATOR’S RESPONSIBILITY TO ENSURE THAT HELP IS EN ROUTE OR THAT THE MOTORIST HAS ACCESS TO ADDITIONAL PUBLIC SERVICES.**
- e. While all drop locations have been checked by the CHP, an Operator should be aware of any changing conditions that may adversely affect the suitability of the site. If the Operator feels a drop location is unsafe, FSP Management should be notified immediately.
- f. Center dividers, gore points, and narrow shoulders are always considered dangerous locations. Once an Operator establishes contact with a motorist in any situation that may be dangerous, it is that Operator’s responsibility to stay with the motorist until relieved by the CHP, another tow company, or until the motorist is moved to a safer location.
- g. If a motorist refuses FSP service or if the Operator leaves the motorist, the Operator must inform Dispatch and advise the motorist of any potential hazards and provide freeway safety tips.

## CHAPTER 13

# SEXUAL HARASSMENT POLICY

---

It is the policy of the FSP Program that the working environment be free of sexual harassment. OCTA, CHP, and Caltrans prohibit harassment by any FSP personnel. Immediate and appropriate disciplinary action will be taken against those individuals who violate this policy, up to and including dismissal from the FSP program.

**Definition:** Sexual harassment is defined as unsolicited and unwelcome sexual advances, requests for sexual favors, and other offensive verbal, physical, or visual conduct of a sexual nature.

The following sections contain common examples of sexual harassment:

1. Making unsolicited written, verbal, physical, and/or visual contact with sexual overtones.
  - Written examples: suggestive or obscene letters, notes, invitations, emails, and text messages
  - Verbal examples: derogatory comments, slurs, jokes, and epithets
  - Physical examples: assault, touching, impeding, or blocking movement
  - Visual examples: gestures, leering, or display of sexual suggestive objects, pictures, photographs, and cartoons
2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)
3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. For example, either implying or withholding support for an appointment, promotion or change of assignment; suggesting a poor performance report will be prepared or suggesting probation will be failed.
4. Engaging in implicit or explicit coercive sexual behavior that is used to control, influence, or affect the career, salary, and/or work environment of another person.<sup>lxiv</sup>
5. Offering favors or benefits,<sup>lxv</sup> such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, re-classifications, etc., in exchange for sexual favors.

# CHAPTER 14

## DRUG AND ALCOHOL POLICY

---

### 1. OPERATOR'S RESPONSIBILITY

The FSP Program provides safe and efficient service to the public. Because of the nature of our work, this program has a zero tolerance policy for substance abuse. FSP Operators are prohibited from using, purchasing, selling, possessing, distributing, or being under the influence of a controlled substance or alcohol while on duty, or driving an FSP vehicle to and from FSP duty.

**The use of alcohol and/or drugs while on FSP duty is absolutely forbidden. Any Operator found to be under the influence of drugs and/or alcohol will be immediately disqualified from the program and may face criminal prosecution.**

1. Illegal Drugs

**Operator found to be in possession of illegal drugs while on duty will be charged with all applicable violations of law and immediately disqualified from the program.**

2. Prescription Drugs

An Operator is required to inform his employer immediately if taking prescription medication that may hinder his ability to safely operate a motor vehicle. In such a situation, the Operator **SHALL NOT** operate any FSP service vehicle until he is **FULLY CAPABLE** of doing so. Failure to notify the Contractor may result in **IMMEDIATE DISQUALIFICATION** from the program.

3. Alcohol

a. On Duty

**An Operator shall not be on duty while having the odor of an alcoholic beverage on his breath or person. An Operator found to have the odor of an alcoholic beverage on his breath or person shall be immediately placed out of FSP service. Penalties for being on FSP duty while smelling of an alcoholic beverage will be handled on a case by case basis, depending on the facts of each incident. The penalty may include disqualification from the FSP program.**

When an Operator is suspected by his employer or Supervisor or determined by a uniformed representative<sup>lxvi</sup> of the CHP, to have the odor of an alcoholic beverage on his breath or person, the Operator will be immediately removed from FSP duty. The Operator will be



offered by CHP the opportunity to voluntarily submit to a breath test on a CHP PAS (Preliminary Alcohol Screening) device to measure alcohol level. However, if the Operator refuses to submit to a breath test, the Operator will be suspended until an investigation by CHP is completed.

The aforementioned paragraph only applies to situations where an Operator is NOT believed to be under the influence of alcohol. However, if an Operator is believed to BE UNDER THE INFLUENCE OF ALCOHOL, he will be arrested by the CHP and the arrest, blood alcohol testing, and booking shall be performed as required by law.

If an Operator smells of alcohol in the presence of his employer, the Contractor will be required to send the Operator to its clinic for a reasonable suspicion test. If the Operator refuses the reasonable suspicion test, it will be considered a positive test and the Operator will be disqualified from the FSP program.

b. Off Duty

An Operator, 21 years and older, arrested for being in violation of Section 23152 (A) CVC – Driving Under the Influence, while off duty from FSP, shall immediately report this arrest to his employer and CHP prior to his next work shift. Failure to do so will be considered a major violation, subject to disqualification from the program. Once an arrest of this nature is reported, the Operator will be placed on a 30-day probation concurrent with the DS 367 Temporary Driver License during which the Operator is encouraged to request a DMV hearing as outlined on the DS 367. Once the 30-day period has elapsed, the Operator will surrender his DL64 and FSP ID card. The Operator will be placed on suspension pending DMV and court action. A second offense of this section within 2 years will result in immediate suspension and/or disqualification from the FSP Program.

An Operator under 21 years of age who is detained and/or arrested for violation of section 23136 CVC – Minor Driving with BAC .01% or more, or section 23140, while off duty from FSP, shall immediately report this arrest to his Contractor and CHP Supervision prior to his next work shift. Failure to do so will be considered a major violation subject to disqualification from the program. Once an arrest of this nature is reported, the Operator will be placed on a 30-day probation concurrent with the DS 367 M Temporary Driver License during which the Operator is encouraged to request a DMV hearing as outlined on the DS 367M. Once the 30-day period has elapsed, the Operator will surrender his DL64 and FSP ID card. The Operator will be placed on suspension pending DMV and court action. A second

offense of this section within 2 years will result in immediate suspension and/or disqualification from the FSP Program.

4. Arrests

If any Operator is arrested, while off duty, for any alcohol and/or drug-related offense(s), or any section of 13377 of the Vehicle Code, he is required to notify his Contractor and FSP Management immediately. Failure to do so will result in suspension and/or disqualification from the FSP program.

PROCUREMENT DRAFT

# CHAPTER 15

## PERFORMANCE MEASURES

---

### 1. PROGRAM AWARDS

#### 1. Operator of the Quarter

To recognize superior performance, FSP Management **may** convene once a quarter to select FSP “Professional Tow Operators of the Quarter.” Selection will be determined by Contractor nominations followed by CHP group evaluation of the nominated Operators. To receive this prestigious award, an Operator must continuously conduct **themselves** in a professional and exemplary manner. Selection factors include: Operator was certified and worked for the entire quarter;<sup>lxvii</sup> field evaluations regarding the Operator’s appearance, performance, and professional conduct; and commendations received from FSP Survey forms, or other written commendations from the public.

#### 2. Operator of the Year

Recognition of “Operator of the Year” will be made based on the criteria set forth for “Operator of the Quarter”, including field evaluations regarding the Operator’s appearance, performance, professional conduct, and commendations received from Motorist Comments. The recipient of this award will be selected from the year’s “Operator of the Quarter” nominees. This annual award will recognize the Operator that has provided exceptional service to the motoring public and has been determined to be the finest Operator in the FSP program for the calendar year.

The recipient of this award will be given a personalized plaque highlighting this accomplishment and an FSP token of appreciation.

#### 3. Contractor of the Year

To recognize superior performance, FSP Management **may** convene once a year to select an FSP “Contractor of the Year.” To receive this prestigious award, Contractors must continually conduct themselves in a professional and exemplary manner. Selection factors include proactive approach to operator related issues; field evaluations regarding the Contractor’s equipment, performance, and professional conduct; and attendance at all FSP related functions.

The recipient of this award will be given a personalized plaque highlighting this accomplishment.

#### 4. Operator Safety Recognition Award

Operators within the FSP Program will be recognized for safe driving (no preventable collisions). Recognition will be in the form of an award pin indicating the consecutive years of performance with no preventable collision for years one, five, ten, fifteen, and twenty.

Preventable collisions will be determined by collision evaluations and collision lists provided by CHP Program Supervisors.

Eligibility:

1. Operating with the Orange County FSP Program for a period of at least one year (12 Months).
2. No preventable vehicle collisions.
3. Years are determined by the operator's<sup>lxviii</sup> date of entry into the FSP Program or last preventable collision date, whichever is later.
4. A preventable collision will restart the clock for the purpose of calculating safety award eligibility.

FSP Management is responsible for determining the eligibility of each Operator.

# CHAPTER 16

## VIOLATIONS AND PENALTIES

---

### 1. OVERVIEW

FSP Management expects Contractors and Operators to comply with the contract, SOG, directives from FSP Management, and local, state, and federal laws and regulations. When a Contractor or Operator does not act in accordance with these requirements, an adverse action, or penalty, will result.

The listing of violations is not all-inclusive, and each offense will be weighed on its own merit. FSP Management shall utilize a “progressive discipline” process when deciding adverse actions. Penalties may include a verbal warning, written warning, suspension, or disqualification. Based on the severity of the violation, any step in the process may be skipped. Additionally, the Contractor may receive monetary penalties in the form of being docked at standard, double, or triple the vehicle service hour rate. A Contractor or Operator who has been penalized for inappropriate behavior on prior occasions can expect to get a more severe penalty than a Contractor or Operator who does not have a negative work history. All penalties shall be based on the totality of facts available. Multiple violations of policies and guidelines can result in increasingly severe actions, up to and including disqualification from the FSP Program.

All documentation of investigations shall be retained by FSP Management for a minimum period of three years beginning on the date the violation occurred.

### 2. PENALTIES

The purpose of this section is to establish a fair and equitable system of objectively assessing penalties for various types of violations charged to the Contractor or Operator. By establishing these guidelines, FSP Management will ensure that all Contractors and Operators will be treated fairly and uniformly.

Since a Contractor is ultimately responsible for the actions of its Operators, the Contractor shall receive an appropriate violation letter when the violations result in adverse action requiring suspensions and disqualification. Penalty assessment can be issued to either the Operator or Contractor. FSP Management retains the right to impose and enforce any appropriate penalty, provided adequate documentation exists.

### 3. VIOLATIONS THAT MAY LEAD TO CONTRACTOR/OPERATOR SUSPENSION

To better clarify the seriousness of these violations, as well as to explain the ensuing consequences, possible violations have been assigned to three basic categories: MINOR, MODERATE, and MAJOR violations.

- A Contractor participating in or encouraging any activity constituting a MAJOR violation or withholding required reporting of such violation to FSP Management may be subject to immediate contract termination.

The Contractor is ultimately responsible for the actions of its employees during FSP operating hours. For any recurring problems that an Operator fails to correct, the Contractor will be held responsible for taking corrective action.

### 4. LIST OF VIOLATIONS

The following common violations are only examples to illustrate the three violation types and do not represent an exhaustive list.

#### 1. Minor Violations

- Failing to properly place "NOT IN SERVICE" magnets on dedicated FSP vehicles while off duty or during non-FSP hours
- Wearing FSP uniform while off duty or during non-FSP hours while performing other tow services
- An Operator displaying poor grooming as specified in the SOG
- An Operator not complying with the established basic uniform standards as specified in the SOG
- Minor equipment violations not constituting an out-of-service status
- An Operator failing to complete the pre-operation inspection form
- A Contractor/Agent failing to initial the pre-operational inspection form

#### 2. Moderate Violations

- Any violation of the California Vehicle Code will be subject to adverse action including being placed out of service, until the violation is corrected. Examples include, but are not limited to, failure to have current proof of registration and insurance.
- Equipment violations resulting in out of service
- An Operator that incurs damage to the FSP vehicle or equipment during FSP shift and fails to immediately notify Dispatch and FSP Management. Example include, but are not limited to, losing essential equipment needed for service, running over something in

- the roadway, bending or breaking equipment, and mirror strike resulting in a cracked side mirror.
- A Contractor having knowledge of and failing to immediately notify FSP Management of any level of violation that could result in a suspension or disqualification to either the Contractor or Operator, pursuant to the SOG. Some examples include:
    - a. An Operator leaving the FSP beat without authorization during FSP hours
    - b. An Operator failing to immediately report to FSP Management intentional or unintentional damage to a vehicle serviced, towed, or pushed
    - c. An Operator failing to immediately report a breakdown of an FSP truck
    - d. An Operator lying to Dispatch or FSP Management
    - e. An Operator sleeping during an FSP shift (including during rest break)
  - FSP truck operating with expired registration
  - Providing or recommending a secondary tow service, following an initial service
  - Not providing service
  - Continual violations of Minor violations

Numerous violations committed on the same incident will be dealt with on an individual basis. Each violation will be handled separately.

### 3. Major Violations

Due to the severity of these violations, the Contractor/Operator will be subject to immediate suspension/disqualification of the contract/FSP Program when having knowledge of, or encouraging/participating in the following:

- FSP trucks not insured<sup>lxix</sup>
- Driving with an invalid, suspended, or revoked driver license, tow certificate, or medical card
- Failure to immediately report (before the start of your next scheduled shift) the receipt of a traffic violation whether on duty or off duty at the time that the violation was received.
- Driving on the right shoulder or center median without specific authorization from CHP Dispatcher or CHP Program Supervisor.

- Stealing from a motorist or charging for FSP service
- Selling any items
- Soliciting any service that would require subsequent compensation
- Providing or recommending a secondary tow service, for compensation, following an initial service
- A Contractor allowing an uncertified operator to perform FSP duties
- A Contractor allowing an Operator with a suspended driver license to perform FSP duties
- A Contractor or Operator falsifying information, orally or in written form, to FSP Management or Dispatch<sup>lxx</sup>
- Retaining tips or other gratuities
- An Operator driving an FSP vehicle while under the influence of alcohol and/or drugs
- An Operator involved in any type of collision without immediate subsequent notification to FSP Management
- A Contractor having knowledge of and failing to immediately notify FSP Management of an Operator involved in any type of collision
- Continual violations of Moderate violations

Note: Major violations will be handled on a case by case basis.

The activities listed in each of the three categories are not intended to be an exhaustive list. FSP Management reserves the right to characterize any activities that violate the Contract, but which are not listed in the SOG, in the manner they see fit.

## 5. PREVENTABLE TRAFFIC COLLISIONS

A preventable traffic collision is one in which the Operator failed to do everything that reasonably could have been done to avoid the collision. Traffic collisions where the Operator is found to be at fault will result in the following consequences.

- a) First Offense – Up to three days suspension from FSP Program, up to 16 hours of refresher training that has been approved by Program Supervisors and meet with FSP Supervisor(s) to discuss the incident.
- b) Second Offense within Two Years<sup>lxxi</sup> – Up to 10 days suspension from the FSP Program and 24 hours of refresher training that has been approved by Program Supervisors and meet with FSP Supervisor(s) to discuss the incident.



- c) Third Offense within Three Years<sup>lxxii</sup> – Could lead to immediate disqualification from the FSP Program.

The number of days of suspension and hours of refresher training shall be determined by FSP Management on a case by case basis. An Operator may be immediately disqualified from the FSP Program for any at fault collision that is the result of reckless driving such as excessive speed, swerving through lanes, etc.

Nothing in this section precludes the Contractor from terminating an Operator's employment with the company for its own risk management purposes.

## **6. APPEALS PROCESS<sup>lxxiii</sup>**

The FSP Operator and/or Contractor will have 10 calendar days to file an administrative appeal to an adverse action. Adverse actions include required retraining, suspension, and/or disqualification from the program.<sup>lxxiv</sup> Rejection of an applicant based on legislatively required background checks and administrative warnings are not considered adverse actions for the purposes of appeal. The request for appeal must be submitted in writing and must specifically state the basis of the appeal. Once the request for appeal has been received, FSP Management will review the basis for the appeal and make a determination. If necessary, a review session will be scheduled with FSP Management, and the Contractor. The 10-day period will commence upon the date that the adverse action notice is served to the Contractor.

## **7. DISQUALIFICATION**

Disqualification of an Operator from the FSP Program is considered permanent. However, an Operator who has been disqualified from the program by FSP Management for a period of one year, and who desires reinstatement may appeal in writing to the FSP review committee. Appeals will be denied unless "good cause" can be established, in writing, by the individual making the appeal. Because of the confidentiality of criminal histories, any person disqualified from working in the FSP Program for a criminal conviction may only appeal to the CHP.

## **8. COMPLAINT PROCESS**

All complaints made against an Operator or Contractor will be investigated by the CHP in a fair and impartial manner. Complaint investigations are necessary to resolve occasional problems, maintain the favorable regard of the public, and to identify any problems or additional training needs. Because of the investigations, the CHP may initiate recommendations to OCTA for program disqualification<sup>lxxv</sup> or contract action. Should the filing of criminal charges be a possibility, the CHP will handle to conclusion and, if warranted, request

prosecution by a court of law. The most common types of complaints, which are a direct violation of this SOG, include:

1. Rude and discourteous conduct
2. Lack of service
3. Lying, such as giving untrue information
4. Inappropriate conduct with members of the opposite sex
5. Soliciting, accepting, or not reporting tips
6. Unsafe driving practices
7. Insubordination

PROCUREMENT DRAFT

CHP 234F TOW OPERATOR INFORMATION<sup>lxxvi</sup>STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**TOW OPERATOR/DRIVER INFORMATION**

CHP 234F (Rev. 2-13) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)		DATE OF BIRTH	
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)			
STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS			
COMPANY NAME		JOB TITLE/CLASSIFICATION	
DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS
MEDICAL CERTIFICATE <input type="checkbox"/> YES <input type="checkbox"/> NO		MEDICAL CERTIFICATE EXPIRATION DATE	
OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO			
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:			
Class A:	Class B:	Class C:	Class D:
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO		OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF ALL CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.			

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31. A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of the CHP 234F.

OPERATOR'S/OWNER'S SIGNATURE		DATE
TOW DRIVER'S SIGNATURE		DATE
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

☐ APPROVED ☐ DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

Destroy Previous Editions

Chp234F\_0419.pdf

**FSP OPERATOR APPLICATION**

FSP CONTRACTOR:						
COMPLETE NAME (FIRST MIDDLE LAST)			SOCIAL NUMBER	SECURITY	HOME NUMBER ( )	PHONE
HOME ADDRESS (NUMBER AND STREET)			CITY AND STATE		ZIP CODE	
<b>DRIVER LICENSE INFORMATION</b>						
SEX: CIRCLE ONE <b>M</b> <b>F</b>	HAIR COLOR:	EYE COLOR:	HEIGHT:	WEIGHT:	BIRTH (MM/DD/YY)	DATE
PERMANENT LICENSE NUMBER:		STATE:	CLASS:		DATE EXPIRES:	LICENSE
TEMPORARY LICENSE NUMBER:		CLASS:	DATE TEMPORARY ISSUED:		ISSUING OFFICE:	
GLASSES REQUIRED TO BE WORN WHEN DRIVING? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DRIVING RESTRICTIONS: (EXPLAIN)			ENDORSEMENT/S:	

Has your driver license ever been suspended, revoked, or placed on probation? ☐ YES ☐ NO

If Yes, list all offenses giving an approximate date, City of offense, circumstances, and final disposition below.

List any FSP companies you have worked for previously: (date, reason for leaving) ☐ Check here if NO prior FSP.

Were you ever discharged, suspended or have you been requested to resign or have resigned under unfavorable circumstances from any employment? ☐ YES ☐ NO If yes, please explain each individual incident below.

List all traffic citations you have received: (approximate date, City of offense and violation)

List all arrests, detentions by police agencies: (approximate date, City of offense and violation)  
DO NOT INCLUDE JUVENILE ARRESTS

I certify that the above information is true and correct, and that no omissions have been made. This form will be forwarded to CHP as part of your Background Screening. Applicants are advised that giving false information to a Peace Officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code, sections 20 and 31.

FSP APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REVIEWING OFFICER'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

**FSP OPERATOR INTERVIEW FORM**

DATE: \_\_\_\_\_ NAME OF APPLICANT: \_\_\_\_\_

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

**DOES THE APPLICANT HAVE A VALID CALIFORNIA DRIVER LICENSE?**☐ YES ☐ NO**DOES THE APPLICANT HAVE A VALID DL-64 CERTIFICATE?** ☐ YES ☐ NO

This form was developed to assist FSP Contractors in the Pre-Screening of prospective FSP Operator. This form **IS NOT** intended to replace a complete and thorough background check, which will be conducted using fingerprint comparisons from State and Federal Law enforcement databases.

**SECTION ONE****HAS THE APPLICANT BEEN CONVICTED OF ANY OF THE FOLLOWING SPECIFIC CRIMES?**

(PC - California Penal Code)

- |                              |                             |        |   |
|------------------------------|-----------------------------|--------|---|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 220 PC | Assault with the Intent to Commit Mayhem, Rape, Sodomy, or Oral Copulation.   |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 261 PC | Rape or Aiding & Abetting a Rape  |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 267 PC | Abducting Person Under Age 18 for Prostitution  |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 288 PC | Lewd Act with a Child   |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 289 PC | Sexual Assault  |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Murder, Attempted Murder, Voluntary Manslaughter or Mayhem.   |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Rape, Sodomy or Oral Copulation by Force, Violence, Duress, Menace, or Fear of Immediate and Unlawful Bodily Injury on the Victim or Another Person.        |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Robbery or Arson that Causes Great Bodily Injury, or that Causes an Inhabited Structure or Inhabited Property to Burn.                                      |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Any Felony in which the Defendant Inflicts Great Bodily Injury on Any Person Other Than an Accomplice, or any Felony in Which the Defendant Uses a Firearm. |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Kidnapping, Carjacking.   |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Criminal Street Gang Convictions; Extortion / Threats to Victims or Witnesses.  |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |        | Burglary (First Degree), When Another Person, Other Than an Accomplice, Was Present in the Residence During the Crime.                                      |

**SECTION TWO****HAS THE APPLICANT BEEN CONVICTED OF ANY OF THE FOLLOWING SPECIFIC CRIMES?**

(PC - California Penal Code VC - California Vehicle Code SOG – Orange County FSP Standard Operating Guidelines)

- |                              |                             |             |  |
|------------------------------|-----------------------------|-------------|--|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 3.3.1 SOG   | Any Felony Conviction Within the Previous Seven Years  |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 3.3.1 SOG   | Any Misdemeanor Conviction Within the Previous Three Years   |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 191.5(a) PC | Gross Vehicular Manslaughter while Intoxicated Conviction Within the Previous Seven Years                          |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 23153 VC    | Driving while Under the Influence and Causing an Injury or Death Within the Previous Seven Years. (Any subsection) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | 23152 VC    | Three or More Convictions of Driving while Under the Influence Within the Previous Seven Years. (Any subsection)   |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |             | Three or More Misdemeanor Drug Related Convictions, Within the Previous Five Years.                                |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |             | Any Drug Related Felony Convictions, Within the Previous Five Years.   |

**SECTION THREE****HAS THE APPLICANT BEEN CONVICTED OF ANY OF THE FOLLOWING SPECIFIC CRIMES?**

(PC - California Penal Code) (VC - California Vehicle Code)

If an Answer is ☒ YES, Check the appropriate check box if, if known, to indicate either (☒ F) for a Felony conviction or (☒ M) for a Misdemeanor conviction.

ALL YES ANSWERS SHOULD BE EXPLAINED IN THE COMMENTS SECTION BELOW, (DATE / LOCATION / CIRCUMSTANCES)

<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	148 PC	Resisting/Delaying a Peace Officer
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	222 PC	Administering Drugs With the Intent To Commit a Felony
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	273.5 PC	Infliction of Injury to Spouse, Cohabitant, Parent or Child
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	261.5 PC	Statutory Rape
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	275(a) PC	Cruelty To Child
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	273(d) PC	Corporal Punishment of a Child, Resulting in a Traumatic Condition
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	417 PC	Brandishing a Firearm in a Threatening Manner
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	450 PC	Arson
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	453 PC	Possession of a Fire Bomb
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	459 PC	Burglary
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	466 PC	Possession of Burglary Tools
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	467 PC	Possession of Deadly Weapons With the Intent to Assault
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	470 PC	Forgery
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	470(a) PC	Reproduction / Falsification of Driver License or ID Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	470(b) PC	Display/ Possess Reproduced / Falsified Driver License or ID Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	477 PC	Counterfeiting Money
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	484(e) PC	Theft of an Access Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	484(f) PC	Forgery of Access Card Signature
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	484(g) PC	Fraudulent Use of an Access Card
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	487 PC	Grand Theft
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	496 PC	Receiving Stolen Property
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	503 PC	Embezzlement
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	538(d) PC	Fraudulent Impersonation of A Peace Officer
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	2800 VC	Evading a Peace Officer
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	10750 VC	Altering, Defacing or Replacing Vehicle ID Numbers
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	10752 VC	Fraudulent Acquisition of DMV or CHP VIN Numbers
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	10851 VC	Vehicle Theft
<input type="checkbox"/> YES	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> NO	20001 VC	Hit and Run Causing Injury or Death

COMMENTS: \_\_\_\_\_

I certify that the above information is true and correct, and that no omissions have been made.

This form will be forwarded to FSP Management (CHP) as part of your Background Screening. Applicants are advised that giving false information to a Peace Officer, either orally or in writing, is a Misdemeanor pursuant to vehicle code sections 20 and 31.

FSP APPLICANT'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# BACKGROUND PRE-SCREENING INSTRUCTIONS FOR FSP CONTRACTORS

Have your prospective FSP Operator complete the "FSP OPERATOR APPLICANT INTERVIEW FORM" and use the results to "Pre-Screen" the applicant using the information below for each Section of the form.

**(Note: Any Pre-qualification is dependent on the information received from the applicant, and completion of this form does not guarantee the issuance of a DL-64.**

## SECTION ONE

IF THE ANSWER TO **ANY** OF THE QUESTIONS IN SECTION ONE (1) WAS "**YES**", THE APPLICANT IS **PERMANENTLY DISQUALIFIED** FROM WORKING IN **ANY** FSP PROGRAM.

An FSP Operator must be qualified to be issued a Tow Truck Driver Certificate (DL-64) by the Department of Motor Vehicles. California Vehicle Code section 13377(a) denies the issuance the DL-64 if any of the above circumstances are met.

## SECTION TWO

IF THE ANSWER TO **ANY** OF THE QUESTIONS IN SECTION TWO (2) WAS "**YES**", THE APPLICANT IS **DISQUALIFIED** FOR THE **INDICATED TIME**, FROM WORKING IN THE FSP PROGRAM. ONCE THE APPLICANT CAN ANSWER THE INDICATED QUESTION "NO", HE/SHE MAY REAPPLY.

These disqualification convictions are based on the recommendations made by the Emergency Roadside Assistance Advisory Committee (ERAAC) and the Orange County FSP Standard Operating Guidelines.

## SECTION THREE

IF THE ANSWER TO **ANY** OF THE QUESTIONS IN SECTION THREE (3) WAS "**YES**", THE APPLICANT IS **DISQUALIFIED FOR 10 YEARS FOR FELONY CONVICTIONS AND 5 YEARS FOR MISDEMEANOR CONVICTIONS**, FROM WORKING IN ANY FSP PROGRAM. These disqualification convictions are based on the recommendations made by the Emergency Roadside Assistance Advisory Committee (ERAAC).

**EACH APPLICANT IS REQUIRED TO BRING THE FOLLOWING ITEMS FOR BACKGROUND SCREENING:**

- 1) ☐ Valid California driver license.  
License must indicate current address  
or have in possession an address change card (DL-43), issued by DMV.
- 2) ☐ Tow Operator/Driver information, CHP Form # 234F.  
☐ Signed by Contractor and Applicant.
- 3) ☐ "Freeway Service Patrol" Operator application form.  
☐ Signed by Applicant.
- 4) ☐ "Freeway Service Patrol" Operator applicant interview form.  
☐ Signed by Applicant.
- 5) ☐ Live Scan Worksheet.  
☐ Signed by Applicant.
- 6) ☐ If the applicant has a valid DL-64, bring it to background screening.
- 7) ☐ Fees for the processing of the Criminal History Live Scan Check  
**Applicant needs to bring a company check or money order for \$50.00, made out to "CHP Accounting."**

## LIVE SCAN WORKSHEET

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
ORANGE COUNTY FREEWAY SERVICE PATROL UNIT

## Live Scan Worksheet

The following information is required prior to Live Scan Fingerprinting.  
The information that you provide will be transferred to a four part NCR form.

### PLEASE PRINT VERY LEGIBLE OR TYPE THE FOLLOWING:

Name of Applicant:		Last		First		MI	
AKA's:		Last		First		CDL No.	
DOB:		SEX:		<input type="checkbox"/> Male <input type="checkbox"/> Female			
HT:		WT:		Home Phone No.		( )	
EYE Color:		HAIR Color:		Home Address:			
Place of Birth:				Street or PO Box			
SSN#:				City, State and Zip Code			

I certify that the above information is true and correct, and that no omissions have been made.

This form will be forwarded to CHP as part of your Background Screening. Applicants are advised that giving false information to a Peace Officer, either orally or in writing, is a Misdemeanor pursuant to vehicle code sections 20 and 31.

FSP APPLICANT'S SIGNATURE

DATE



TRAINEE NAME: \_\_\_\_\_ TRAINEE ID#: \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**Date of Initial Operator Training Completion:**

**OJT completed No Later Than:** \_\_\_\_\_

This form is to be used by FSP Operator Trainers to ensure that the tasks listed are performed by, demonstrated to, or discussed with the Trainee Operator. This checklist is to be used one per Trainee, but can be completed by more than one Trainer. Completed form shall be submitted along with Invoice to FSP Management.

## TRAINING CHECKLIST

Completed by:

Date:

- ☐ Pre-Op Inspection Completion and Documentation
- ☐ FSP SOG and required forms
- ☐ Staging location guidelines (3.8.5)
- ☐ Signing on & off (3.8.3)
- ☐ MDT guidelines
- ☐ CHP radio communication guidelines
- ☐ Beat responsibilities
- ☐ Safe vehicle operations
- ☐ Tow truck and vehicle placement
- ☐ Motorist and vehicle contacts
- ☐ Use of tow lights
- ☐ Fire hazards and extinguisher use
- ☐ Traffic control and scene management
- ☐ Debris in roadway
- ☐ Directions by CHP Officers
- ☐ Gratuities, tips, and items of value
- ☐ Clearing the scene
- ☐ Drop locations
- ☐ Safety issues and concerns in and around truck

## Orange County Freeway Service Patrol Training Guidelines for New Operators

To achieve a well-rounded and comprehensive training program, the following guidelines shall be followed. All new Operators will be required to complete their training program in the following order.

- 24 hours of Initial Driver Training by CHP Management.
- Skills and Driving Proficiency Test.
- 24 hours of On-The-Job Training (OJT).

During the OJT phase, an Operator Trainee will be required to demonstrate a minimum proficiency in all the tasks as outlined on the OJT Form. The tasks are to be supervised by a skilled Operator during the ride along phase of the training. For the first 12 hours of OJT, the Operator Trainee will be required to operate the FSP radio and Tablet from the passenger seat of the truck. This will allow the Operator Trainee to gain operational knowledge and confidence prior to the driving portion of the training. The Operator Trainee shall utilize the FSP radio to report and receive all the daily activity. This includes all activity which would normally be entered the Tablet without dispatch notification. This will allow the Operator Trainee to gain more experience when interacting with dispatch and enhance the trainee's radio skills. The Operator Trainee will be required to enter all the daily activity into the Tablet. The Operator Trainee will also generate a written FSP Daily Activity Log, duplicating the day's activity for each shift. This will teach the Operator Trainee how to prepare the required activity log in the event of a Tablet failure.

Prior to the actual ride along and before each shift, the Lead Operator will call in and advise CHP Dispatch with the name of the trainee and the beat they will be working. The beat unit will add a "T" to its call sign indicating it is a training unit i.e. 139-505 T (Tom). This will assist CHP Dispatch with identifying the training units and alert them to the additional radio traffic.

Nothing in this policy prohibits a Contractor from providing additional training. This is a guideline which provides a new Operator with the minimum skills necessary to be a safe and competent FSP Operator.

**ORANGE COUNTY FREEWAY SERVICE PATROL  
VERIFICATION OF FREEWAY SERVICE PATROL RIDE-ALONG TRAINING**  
(Print neatly using blue ink)

I, (Contractor/Owner) \_\_\_\_\_,

representing, (Company Name), \_\_\_\_\_,

attest that FSP employee (New Operator Name), \_\_\_\_\_,  
has completed twenty four (24) hours (six four-hour shifts) of ride-along training with  
a certified FSP Operator, and that the new Operator is proficient in all aspects of the  
Orange County Freeway Service Patrol Program's policies and guidelines.

#	Date	Beat	Shift	Certified Trainer Name	Trainer Signature
1					
2					
3					
4					
5					
6					

I further attest that I have reviewed the employee's understanding of Operator and customer safety guidelines, Freeway Service Patrol standard operating guidelines (SOG), radio and Tablet guidelines, documentation, and log guidelines, and have determined that the employee has a clear understanding of program guidelines and requirements.

CONTRACTOR/OWNER SIGNATURE AND DATE:

\_\_\_\_\_.

All information on this form must be neatly printed using blue ink.

All signatures and certifications are required.

New Operator must not drive FSP service vehicles prior to the completion of all ride-along training, the issuance of an FSP ID card, and the issuance of a signed DL-64.

This original document, along with the required on the job training checklist, MUST be mailed to the FSP Administrative Officer upon completion of training.

## TRUCK AND EQUIPMENT PRE-OPERATIONAL FORM

ORANGE COUNTY FREEWAY SERVICE PATROL

## TOW TRUCK &amp; EQUIPMENT WEEKLY PRE OPERATIONAL INSPECTION

This sheet will be maintained in the vehicle for the current week and at the office for 60 days.

Company Name	Truck License Number		Truck Number		Date Beginning		Date Ending				
Vehicle	Monday		Tuesday		Wednesday		Thursday		Friday		Operator Remarks
Equipment	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	
AVL/MDT Secured / Operational											
Public address system operational											
Shop radio and scanner operational											
FSP radio operational (external)											
SOG in vehicle											
Forms & brochures											
Truck interior, no visible food/ trash											
Current registration form											
Current insurance form											
Brakes operational (service/parking)											
Drop location / Map book											
California driver license											
DL-64 (tow truck certificate)											
Medical Card (DL 51)											
FSP Identification Card											
Log Book (If Req.)											
Name tag											
Shaven											
Steel toe boots											
Uniform in good condition											
Rain gear (Optional)											
Flashlight & spare batteries											
First aid kit – 5" X 9" minimum											
Gloves											
Truck lettering/numbers / FSP logos											
Out of Service Signs (2)											
Truck / bed paint											
Truck body (damage)											
Tires, Wheels, and Lugs (pressure)											
Check engine fluids											
Exterior lights / Reflectors											
Drag Lights											
Cones-(6) (28", cleaned & labeled)											
Absorbent (five gallons)											
Trash can (empty)											
Diesel fuel (Optional)											
Unleaded gas (10 gal/clean cont.)											
Water (10 gal/clean cont.)											
Dollies (tread / air pressure)											
Winch cable (Optional))											
Cross bar pivot pin (Under lift)											
Safety chains and clips											
Spacer blocks (2)											
Wood blocks (4" x 6" x 12")											
Tow chains (5/16" & J hooks)											
Cross beams (4x4's / 4' & 5')											
Compressor and Attachments											
Bolt cutters											
Broom (24" minimum)											
*Operator states the above is true and correct (initial)											BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING BEAT
*Contractor / Agent concurs with Operator (initial)											

This inspection form shall always be kept at each respective tow yard , and upon request be available for review by FSP Management. Falsifying any pre-operation inspection form may result in the Operator(s) being suspended / disqualified from the Program.

# ATTACHMENT G

This sheet will be maintained in the vehicle for the current week and in the office for 60 days.

Vehicle <i>Equipment</i>	Monday		Tuesday		Wednesday		Thursday		Friday		Operator
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	Remarks
Pry bar (36" min.)											
Square tipped shovel											
Fire extinguisher (Current & Secured)											
Flares 36 (15-minute)											
Floor jack (2-ton plus)											
Jumper Cables (25')											
Lock out tools & wedge											
Lug wrench (std. & metric)											
Trailer ball (1 7/8" & 2")											
Tow Truck Lug Wrench											
Triangle reflectors (3)											
Flexible funnel											
Crescent wrench 8" & 12"											
Electrical and Duct tape											
2" Ratchet Straps											
Needle nosed pliers											
Rubber mallet											
Screwdrivers Phillips #1 & #2											
Screwdrivers Std. 1/8, 3/16, 1/4, 5/16											
Sledge hammer (min 4 lb.)											
Mechanic's wire											
Wheel lift safety straps											
Mud flaps											
Fuel Cap											
Throttle Control / PTO											
Towing Mechanism											
Seatbelt Cutter											
Fluid Leaks of any kind											
Windshield / Mirrors/ Wipers											
Seat Belt Operation											
Tire Pressure Gauge											
Steering Wheel Strap											
Wheel Retainers L bar/Cradle											
*Operator states the above is true and correct (initial)											BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING BEAT
*Contractor / Agent concurs with Operator (initial)											

Truck mileage/last oil change and lubrication				Date of last tune-up		
Type or print name of Contractor / Agent at the end of the week						
Signature of Contractor / Agent						
WEEKLY MILEAGE						
	AM Beginning	AM Ending	TOTAL	PM Beginning	PM Ending	TOTAL
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
	Weekly Total			Weekly Total		

## ORANGE COUNTY FREEWAY SERVICE PATROL

**TOW TRUCK & EQUIPMENT WEEKEND PRE OPERATIONAL INSPECTION**

*This sheet will be maintained in the vehicle for the current week and in the office for 60 days.*

Company Name	Truck license number	Truck Number	Date Beginning	Date Ending
<b>Vehicle</b>	<b>Saturday</b>	<b>Sunday</b>		<b>Operator Remarks</b>
<b>Equipment</b>				
AVL/MDT Secured				
Public address system operational				
Shop radio Operational				
FSP radio Operational				
SOG in vehicle				
Forms & brochures				
Truck interior, no visible food/trash				
Current registration form				
Current insurance form				
Brakes operational (service/parking)				
Drop location / map book				
California driver license				
DL-64 (tow truck certificate)				
Med Card (DL 51)				
FSP identification card				
Log Book (If Req.)				
Name tag				
Shaven				
Steel toe boots				
Uniform in good condition				
Rain gear (Optional)				
Flashlight & spare batteries				
First aid kit - 5" X 9" minimum				
Gloves				
Truck lettering/Numbers/FSP Logos				
Out of Service Signs (2)				
Truck / bed paint				
Truck body (damage)				
Tires, Wheels, Lugs (pressure)				
Check engine fluids				
Exterior lights / Reflectors				
Drag Lights				
Cones-(6) (cleaned & labeled, 28")				
Absorbent (five gallons)				
Trash can (empty)				
Diesel fuel (Optional)				
Unleaded gas (10 gal, clean cont.)				
Water (10 gal, clean cont.)				
Dollies (tread / air pressure)				
Winch cable (Optional)				
Cross bar pivot pin (Underlift)				
Safety chains and clips				
Spacer Blocks (2)				
Wood Blocks (4"x6"x12")				
Tow Chains (5/16 & J Hooks)				
Compressor and Attachments				
Bolt Cutters				
Broom (24" Minimum)				
*Operator states the above is true and correct (initial)			<b>BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING THE BEAT</b>	
*Contractor / Agent concurs with Operator (initial)				

**ATTACHMENT G**

**ORANGE COUNTY FREEWAY SERVICE PATROL**

**TOW TRUCK & EQUIPMENT WEEKEND PRE OPERATIONAL INSPECTION (CONTINUED)**

*This sheet will be maintained in the vehicle for the current week*

Vehicle Equipment	Saturday	Sunday	Operator Remarks
Pry bar (36")			
Square tipped shovel			
Fire extinguisher (Current & Secured)			
Flares 36 (15-minute)			
Floor jack (2-ton plus)			
Jumper cables (25')			
Lock out tools & wedge			
Lug wrench (std. & metric)			
Trailer ball (1 7/8" & 2")			
Triangle reflectors (3)			
Flexible funnel			
Crescent wrench 8" & 12"			
Electrical / Duct tape			
2" Ratchet straps			
Needle nosed pliers			
Rubber mallet			
Screwdrivers (Phillips #1 & #2)			
Screwdrivers (1/8", 3/16" 1/4", 5/16")			
Sledge hammer (min 4 lb.)			
Mechanic's wire			
Wheel lift safety straps			
Mud Flaps			
Fuel Cap			
Throttle Control / PTO			
Towing Mechanism			
Seatbelt Cutter			
Fluid leaks of any kind			
Steering Wheel Strap			
Tire Pressure Gauge			
Seat Belt Operation			
Windshield/ Mirrors/ Wipers			
Wheel Retainers L bar/cradle			
*Operator states the above is true and correct (initial)			<b>BOTH MUST BE INITIALED PRIOR TO THE OPERATOR ENTERING THE BEAT</b>
*Contractor / Agent concurs with Operator (initial)			
<b>WEEKLY MILEAGE</b>			
	<b>Beginning</b>	<b>Ending</b>	<b>Total</b>
Saturday			
Sunday			
	<b>Weekly Total</b>		
Truck Mileage/last oil change and lubrication			Date of last tune-up
Type or print name of Contractor / Agent at the end of the week			
Signature of Contractor / Agent			

This inspection form shall always be kept at each respective tow yard , and upon request be available for review by FSP Management. Falsifying any pre-operational inspection form may result in the Operator(s) being suspended / disqualified from the Program.

## DAILY ACTIVITY LOG

# Daily Activity Log Instructions

1) Before leaving the yard, fill in Date, Beat #, Truck #, Driver ID, Company Name and Driver Name information. You will complete the assist count information at the end of your scheduled shift.

A) A Daily Service Log must be completed for each day / beat / truck / driver

A1) A new Daily Service Log must be started each day, or if there is a change of beat, truck, or, driver.

Date	Beat #	Truck #	Driver ID
Company Name		Driver Name	Assist Count

2) Upon arriving at each service incident, complete an Incident Entry Record for each incident and vehicle.

A) See Incident Code and Service Code section for a list of uniform entry codes.

B) If there is more than one vehicle at the same incident, enter "continued" in the dispatch and 10-97 fields of the following record, and enter all line 2, 3, and 4 information. Repeat this process until all vehicles at the location have been entered.

## Incident Entry Record

Dispatch Time	10-97	Wait Time (Minutes)	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip	Log #	Last Name	
Comments						In MDC? (yes / no)	10-98
<p>Dispatch Time - Time Dispatched To Call (If Not Dispatched Enter N/A)      Plate # - Enter License Plate Number</p> <p>10-97 - Time Arrived To Provide Service      State - Enter License Plate State, Example "CA"</p> <p>Wait Time - Customer Wait Time In Minutes (Ask Customer)      Tow Location - Enter Tow Location Code (If Towed)</p> <p>FWY &amp; DIR - Example "405 N"      Start OD - Enter Starting Odometer Reading For Tow Or Transport</p> <p>Location - Example - JNO Bristol      End OD - Enter Ending Odometer Reading For Tow Or Transport</p> <p>Traffic Speed - Enter Traffic Speed Code      Drop Zone - Enter Drop Zone Code From Drop Zone Book (If Towed Off Freeway)</p> <p>Incident Type - Enter Incident Type Code      Tip - Enter Tip Information (Yes or No). If Tip, Note Item Or Amount In Comment Section</p> <p>Vehicle Position - Enter Vehicle Position Code      Log # - Enter Any Log Number Associated With The Assist</p> <p>Service Type - Enter Service Type Code      Last Name - Enter Customer Last Name</p> <p>Make - Enter Vehicle Make, Example "Ford"      Comments - Enter Any Comments Or Other Information As Necessary</p> <p>Type - Enter Vehicle Type Code      In MDC? (Yes / No) - Indicate if the assist information was entered into the MDC</p> <p>Color - Enter Vehicle Color      10-98 - Enter 10-98 Time (Assist Complete)</p>							

3) At the end of your shift, review all assist information for accuracy and completeness. Count all vehicle service records and enter

A) After reviewing all records, count all vehicle service records, and enter the count in the Assist Count section.

B) Sign and date the Daily Service Record, indicating that all information is true and correct.

4) Turn in the completed service log to a Company Supervisor at the end of your shift.



## Daily Service Log Entry Codes

Traffic Speed	Vehicle Position	Vehicle Type	Tow Location	Location Coding
SLG - Sluggish	CTR - Center Median	AUT - Auto	DRP - Drop Zone	JNO - Just North Of
SLO - Slow	FWY - Freeway Lane	BIG - Big Rig	NOT - No Tow	JSO - Just South Of
MED - Medium	HOV - HOV Lane	BOX - Box Truck	OFF - Off Freeway	JEO - Just East Of
FST - Fast	LFT - Left Shoulder	BUS - Bus	SHD - Shoulder	JWO - Just West Of
UNK - Unknown	RGT - Right Shoulder	CYC - Motorcycle	UNK - Unknown	BTWN - Between
	RMP - Ramp/Connector	MTR - Motor Home		
	UNK - Unknown	PUT - Pickup Truck		
	UTL - Unable to Locate	SUV - SUV		
		UNK - Unknown		
		VAN - Van/Wagon		

## Incident Codes And Service Codes

Incident Type		Service Type	
1124 - Abandoned Vehicle	1179 - Ambulance Responding	A - ADAM / Assist	N - NORA / Non1125 Debris
1125 -Traffic Hazard	1180 - Collision - Major Injury	AT - Tow truck assisted by service truck	O - OCEAN / Overheat
1126 - Disabled Vehicle	1181 - Collision - Minor Injury	B - BOY / Battery / Jump-start	P - PAUL / Private Assistance
1126X - Disabled Vehicle X-ray	1182 - Collision - Property Damage	CD - CHARLES DAVID / Clear Debris	RA - Tow Truck Assist Service Truck
1141 - Ambulance Required	1183 - Collision - No Details	CV - CHARLES VICTOR / Clear Vehicle (from lanes)	RB - ROBERT 1148 / Towed & Transport Male
1142 - Fire Department Required	1184 - Direct Traffic	F - FRANK / Flat Tire	RJ - ROBERT 1148 / Transport Juvenile
1144 - Possible Fatality	1185 - Tow Truck Required	G - GEORGE / Gasoline	RX - ROBERT 1148 X-ray / Transport Female
1148 - Provide Transportation	1198 - Meet or Meet with	H - HENRY / Highway Patrol	S - SAM / Service Refused
1148J - Transport Juvenile		I - IDA / Info Assist	T - TOM / Tagged
1148X - Transport Female		M - MARY / Mechanical	U - UNION / Unable to Locate

## Freeway Service Patrol Daily Activity Log

Date	Beat #	Truck #	Driver ID				
Company Name		Driver Name			Assist Count		
I certify that the information contained in this service log is true and correct, and complete to the best of my knowledge and abilities.							
Driver Signature				Date			
Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98
Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98
Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98
Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98
Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

## Daily Activity Log – Page 2

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

Dispatch Time	10-97	Wait Time	FWY & DIR	Location			Traffic Speed
Incident Type	Vehicle Position	Service Type	Make	Veh Type	Color	Plate #	State
Tow Location	Start OD	End OD	Drop Zone	Tip?	Log #	Last Name	
Comments						In MDC? (Yes/No)	10-98

# FREWAY SERVICE PATROL

## VEHICLE CHECK / PARKING WARNING

**This vehicle has been observed parked on the freeway/  
highway right-of-way by a Freeway Service Patrol operator.**

We're sorry we missed you. The freeway service patrol is operating during peak commute hours, providing free basic services to motorists like yourself. Disabled vehicles on identified sections of the Orange County freeway system will be provided service.

**IF YOU REQUIRE IMMEDIATE ASSISTANCE, PLEASE USE  
A FREEWAY CALLBOX OR CALL 911.**

**Your attention is directed to the following (checked) statements:**

- ☐ Vehicle code section 21718 prohibits the parking of a vehicle upon a freeway except under unusual circumstances.
- ☐ Vehicle code section 22651 f provides for the removal of a vehicle if it is left unattended on a freeway for more than four (4) hours.
- ☐ Driver Being Aided

**LOCATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**OPERATOR:** \_\_\_\_\_

**I.D.** \_\_\_\_\_



This is not a traffic citation. Continued violation may result in a citation or the vehicle being towed by the California Highway Patrol. If you do not require freeway service patrol assistance, please continue to display this card.

OCFSP Drop Zone Warning

WARNING

YOU MUST REMOVE YOUR VEHICLE FROM THIS LOCATION PROMPTLY

Failure to move your vehicle within 24 hours from this date and time, or within other time-lines as required on this street by the city, may result in a citation from the city or the vehicle being towed away at the owners expense.

All local ordinances and restrictions apply.

DATE:

TIME

If a vehicle has been parked here for more than 24 hours, please call (949) 559-7870.

PRC

STREET

**ORANGE COUNTY FREEWAY SERVICE PATROL**  
**CURSORY INSPECTION / COMMENDATION – VIOLATION FORM**

COMPANY		OPERATOR		FSP I.D. NUMBER	
TRUCK #	TRUCK LICENSE #	CALL SIGN 139 -	PHOTOS TAKEN YES <input type="checkbox"/> NO <input type="checkbox"/>		NUMBER OF PHOTOS
DATE	TIME (2400)	MILEAGE		BEAT NUMBER	
INSPECTING OFFICER	INSPECTING DAVID UNIT # 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>	LOG NUMBER (if applicable)		LOCATION	
OPERATOR		RATING		COMMENTS	
DRIVER LICENSE		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
FSP IDENTIFICATION CARD		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
DMV CERTIFICATE (DL-64)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		TT- EXPIRES:	
MEDICAL CARD		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
NAME TAG		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SHAVEN / DAY AND EVENING SHIFT		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
GROOMING		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
BLACK STEEL TOE BOOTS (POLISHED)		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
VEST (NOT WORN OR DIRTY)		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
UNIFORM (CLEAN, FITTED)		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
TRUCK		RATING		COMMENTS	
VEHICLE REGISTRATION		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
VEHICLE INSURANCE		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		EXPIRES:	
FSP RADIO		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SHOP RADIO		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SCANNER		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
M.D.C. (SECURED)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FSP DROP ZONE / SOG		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
LIGHTS (FRONT, REAR, TURN, DRAG)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
EMERGENCY LIGHTS 360, DIRECTIONAL		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
MIRRORS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
WINDSHIELD AND WIPERS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FLASHLIGHT W/ SPARE BATTERIES		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
SAFETY CHAINS WITH CLIPS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
TIRE TREAD (FRONT 4/32 REAR 2/32)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		AIR PRESSURE: PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	
UNDER LIFT (WORKING)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FSP O/S SIGNS (CLEAN / GOOD REPAIR)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
CONES (6- CLEAN AND LABELED)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FUEL UNLEADED 10 - GAL		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		CONTAINERS CLEAN: YES <input type="checkbox"/> NO <input type="checkbox"/>	
JUMPER CABLES		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
WATER 10 GAL		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		CONTAINERS CLEAN: YES <input type="checkbox"/> NO <input type="checkbox"/>	
ABSORBENT CONTAINER (FULL)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
TRASH CONTAINER (EMPTY)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
DOLLY TIRES		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		AIR PRESSURE: PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	
COMPRESSOR AND ATTACHMENTS		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
FIRE EXTINGUISHER		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>		CHARGED: YES <input type="checkbox"/> NO <input type="checkbox"/> / EXPIRATION DATE: /	
HYDRAULIC JACK (2 – TON)		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
LUG WRENCHES STD, MET,		PASS <input type="checkbox"/> FAIL <input type="checkbox"/>			
TRUCK / BED / INTERIOR		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
OVERALL RESULTS		COMMENDABLE <input type="checkbox"/> EXCEEDS <input type="checkbox"/> MEETS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/>			
COMMENTS					
OPERATOR SIGNATURE			RECOMMENDING SUPERVISOR SIGNATURE		



## ORANGE COUNTY FREEWAY SERVICE PATROL CONTRACTOR RIDE-ALONG EVALUATION

OPERATOR'S NAME	BEAT NUMBER	FSP ID NUMBER
CONTRACTOR NAME	DATE	TIME

FSP VEHICLE APPEARANCE	COMMENDABLE <input type="checkbox"/>	EXCEEDS <input type="checkbox"/>	MEETS <input type="checkbox"/>	NEEDS IMPROVEMENT <input type="checkbox"/>
------------------------	--------------------------------------	----------------------------------	--------------------------------	--

DEFENSIVE DRIVING SKILLS	PASS	Needs Improvement	Not Observed
Operator patrols at a reasonable speed	<input type="checkbox"/>	<input type="checkbox"/>	
Operator maintains proper visual horizon	<input type="checkbox"/>	<input type="checkbox"/>	
Operator allows adequate space cushion around vehicle	<input type="checkbox"/>	<input type="checkbox"/>	
Operator avoids blind spots of surrounding vehicles	<input type="checkbox"/>	<input type="checkbox"/>	
Operator anticipates unexpected movements of surrounding vehicles	<input type="checkbox"/>	<input type="checkbox"/>	
Operator uses turn signals as necessary	<input type="checkbox"/>	<input type="checkbox"/>	
Operator turns head prior to making lane changes	<input type="checkbox"/>	<input type="checkbox"/>	
Operator uses mirrors periodically to check traffic 360°	<input type="checkbox"/>	<input type="checkbox"/>	
Operator avoids excessive speeds on transition roads and ramps	<input type="checkbox"/>	<input type="checkbox"/>	
Operator drives defensively on surface streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator clears intersections prior to entering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### EVALUATOR'S COMMENTS:


CONTACTS	PASS	Needs Improvement	Not Observed
Operator possess good powers of observation	<input type="checkbox"/>	<input type="checkbox"/>	
Operator properly uses warning lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator turns off warning lights when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator uses four way flashers when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator exits vehicle safely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator monitors radio traffic when outside the vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator observes traffic	<input type="checkbox"/>	<input type="checkbox"/>	
Operator advised motorist not to stand in hazardous location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator advised motorist how to re-enter traffic safely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### EVALUATOR'S COMMENTS:


This form is provided for contractor use, to assist in the evaluation of operators working in the FSP program.<sup>lxxvii</sup>

**ATTACHMENT L**

<b>BEAT ACCOUNTABILITY / PATROL TECHNIQUES</b>	<b>PASS</b>	<b>Needs Improvement</b>	<b>Not Observed</b>
Operator checked entire beat	<input type="checkbox"/>	<input type="checkbox"/>	
Operator properly tagged all vehicles left on shoulder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator monitors and answers radio calls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator uses appropriate radio codes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator clears scenes expeditiously	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator is familiar with all applicable drop locations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator practices good scene management techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EVALUATOR'S COMMENTS:</b>			

<b>INTERPERSONAL RELATIONS / DEMEANOR</b>	<b>PASS</b>	<b>Needs Improvement</b>	<b>Not Observed</b>
Operator works well with beat Officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator is polite when conversing with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator is in charge, without being overbearing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator maintains self-control under stressful situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator has good rapport with FSP Supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator accepts constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EVALUATOR'S COMMENTS:</b>			

<b>OCCUPATIONAL SAFETY</b>	<b>YES</b>	<b>NO</b>	
Occupational safety was discussed with Operator	<input type="checkbox"/>	<input type="checkbox"/>	
Operator has a positive attitude about safety	<input type="checkbox"/>	<input type="checkbox"/>	
Operator has a personal commitment to work safety	<input type="checkbox"/>	<input type="checkbox"/>	
<b>EVALUATOR'S COMMENTS:</b>			

<b>RIDE-ALONG SUMMARY:</b>

<b>SIGNATURES</b>		
EVALUATOR SIGNATURE		DATE
FSP OPERATOR SIGNATURE	ID NUMBER	DATE



## FSP 10-98 CODES

A	Assist	Another FSP Tow Operator assisted with an incident. <b>10-98 ADAM</b>
AT	Assist Tow	Service truck assisting a tow truck with transport <b>10-98 ADAM TOM</b>
B	Battery Service	Jump started or provided battery <b>10-98 BOY</b>
CD	Clear Debris	Hazardous object / debris removed from lanes <b>10-98 CHARLES DAVID</b>
CV	Clear Vehicle	Clear vehicle from lanes without towing or dragging <b>10-98 CHARLES VICTOR</b>
F	Flat	Changed/repaired tire, added air, etc. <b>10-98 FRANK</b>
G	Gasoline	Gasoline/diesel fuel provided / vehicle restarted <b>10-98 GEORGE</b>
H	Highway Patrol	Assisted/relinquished incident to CHP <b>10-98 HENRY</b>
I	Info/Assist	11-26/non-emergency stop, drives away <b>10-98 IDA</b>
M	Mechanical	Repaired vehicle at scene: lock-out, electrical, etc. <b>10-98 MARY</b>
N	Non 11-25 Debris	Reported 11-25 debris not a hazard upon arrival <b>10-98 NORA</b>
O	Overheat	Water added, taped hose, etc. <b>10-98 OCEAN</b>
P	Private Assistance	10-97 or responding FSP help is declined/CHP advised <b>10-98 PAUL</b>
R	Removed Vehicle	Towed to a designated drop location <b>10-98 ROBERT - 1A-2: (Drop Location Code Required)</b>
RA	Removal Assist	Tow truck providing tow service for a service truck <b>10-98 ROBERT ADAM</b>
S	Service Refused	Motorist refuses assistance from FSP or to move vehicle <b>10-98 SAM</b>
T	Tagged	Abandoned vehicle on right shoulder/attached FSP 422 <b>10-98 TOM</b>
U	Unable to Locate	Vehicle, hazard, or incident gone upon arrival <b>10-98 UNION</b>

**Orange County Freeway Service Patrol  
LATATrax Tracking and Reporting Application User Guide**

## **OVERVIEW**

The LATATrax Freeway Service Patrol (FSP) vehicle tracking and data collection application is designed to provide near real-time vehicle location and operator status information to California Highway Patrol (CHP) dispatchers and program supervisors, so that they may effectively monitor and support Operators in the field. The application also, through Operator input, collects program service data to be used for state required reporting and to provide other program data and statistics.

The major components of a system include application servers, in-vehicle Tablet devices, internal or external GPS antennas, dispatcher console computers, supervisor console computers, contractor console computers, along with contract administration, beat segment, geo-fencing, and reporting module interfaces utilized to maintain the system.

The current FSP Operator console consists of an in-vehicle Tablet device that is wirelessly connected to a web-based reporting system, through a Wi-Fi connection that is established with the on-board Controller and external multi-band antenna.

As safety is always your first priority, Operators must be aware of safety concerns associated with the use of mobile data computers, and should never attempt to utilize any Tablet while driving.

**CONNECTING THE TABLET DEVICE TO THE TRUCK Wi-Fi****OVERVIEW**





The LATATrax Freeway Service Patrol (FSP) vehicle tracking and data collection application is designed to provide near real-time vehicle location and operator status information to California Highway Patrol (CHP) dispatchers and program supervisors, so that they may effectively monitor and support Operators in the field. The application also, through Operator input, collects program service data to be used for state required reporting and to provide other program data and statistics.

The major components of a system include application servers, in-vehicle Tablet devices, internal or external GPS antennas, dispatcher console computers, supervisor console computers, contractor console computers, along with contract administration, beat segment, geo-fencing, and reporting module interfaces utilized to maintain the system.

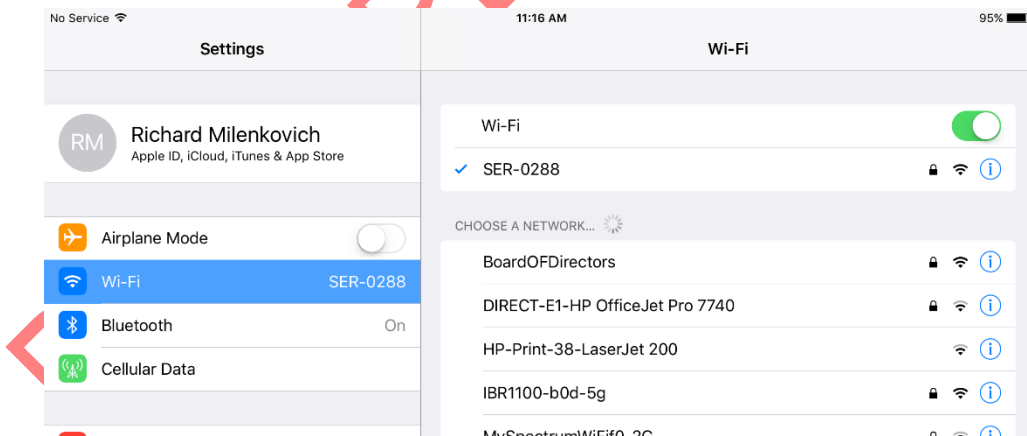
The current FSP Operator console consists of an in-vehicle Tablet device that is wirelessly connected to a web-based reporting system, through a Wi-Fi connection that is established with the on-board Controller and external multi-band antenna.

As safety is always your first priority, Operators must be aware of safety concerns associated with the use of mobile data computers, and should never attempt to utilize any Tablet while driving.

## CONNECTING THE TABLET DEVICE TO THE TRUCK Wi-Fi

- (1) Start your truck
  - a. You must start your truck and allow enough time for the on-board computer to boot up and generate a Wi-Fi signal for your Tablet device (takes about three minutes). 
- (2) Turn on your Tablet device
  - a. You may turn on your Tablet device immediately after starting your truck, but may have to wait for a Wi-Fi signal (about three minutes or so).
- (3) Establish or verify Wi-Fi connectivity TO YOUR TRUCK
  - a. It is important that you establish a connection utilizing the Wi-Fi connection FOR YOUR TRUCK.
    - i. If your Tablet device has been connected to another truck at any time, it may remember that connection and automatically connect to the truck. This is a possibility in the yard, where there may be several truck connections available.
  - b. Establish or Verify Wi-Fi Connection (Apple iPad)
    - i. Select "Settings" 
    - ii. Select "Wi-Fi" 
    - iii. Make certain that Wi-Fi is turned on 
    - iv. Choose a Network
      1. Available Wi-Fi Networks will appear on the right side of the screen. If not already selected, select the network that matches your truck Wi-Fi ID.
    - v. Enter Password
      - a. Enter the password, if you are asked for a password, then select "Join"
      - b. The current password for FSP Controllers is F5P0CT4W!F! (Note that the 4<sup>th</sup> character is a zero, not a letter)

Look for a sticker near your FSP Radio that identifies your trucks Wi-Fi signal.  
Example "SER-XXXX"

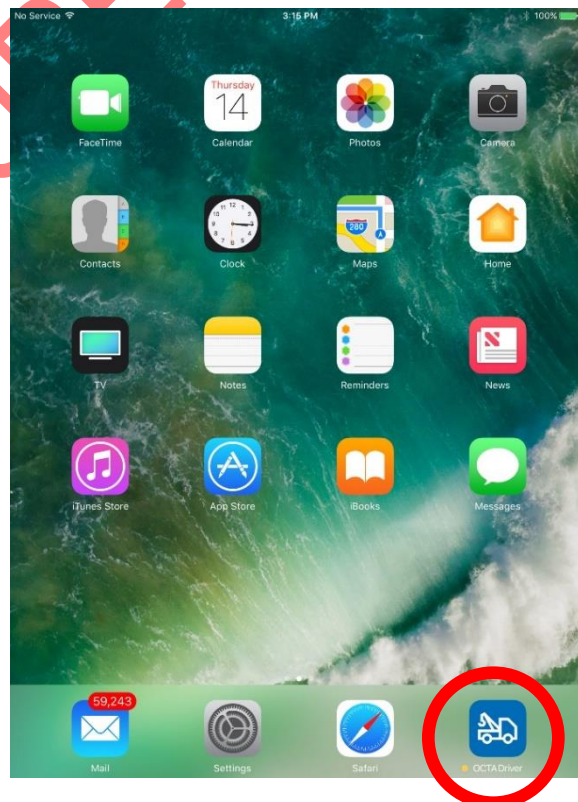


NOTE: If your device is automatically connecting to a foreign network (not your truck), you may ask the device to "forget" the connection by selecting the network and selecting "Forget This Network".

**LOGGING ON TO THE LATATrax APPLICATION****INITIATING Wi-Fi CONNECTIVITY**

Please see “Establish Wi-Fi Connectivity” if more detailed instructions are needed

- 1) Start your truck
- 2) Turn on your Tablet device
- 3) Establish or verify Wi-Fi connectivity TO YOUR TRUCK
  - a) You must be connected through a LATA Controller (installed in FSP trucks) to logon to the system.
  - b) You must be logged on through YOUR TRUCK to maintain a Wi-Fi connection throughout your shift.
    - i) If you were able to logon in the yard, but no longer have a connection after leaving the yard, check your connection to see that you are/were connected to the correct truck
- 4) Connect to OCTA Driver's App
  - a) Go to the Home page
  - b) Click on the OCTA Driver's App (looks like a tow truck)
    - i) Will probably not be on the same place as the example. Look on all pages



**IMPORTANT NOTE:** Your truck must be running, and your Tablet must be connected to the Wi-Fi network before initiating any change in status (log on, roll out, on patrol, on incident, on break, off break, on lunch, off lunch, roll in, log off)

### LOGGING ON TO THE LATATrax SYSTEM<sup>lxxviii</sup>

5) After clicking on the OCTA Driver's App the Log In page will appear

No Service 3:16 PM 100%

Welcome to the OCTA Driver App  
Version: 1.0.0

FSPID rmlenkovich

Password ●●●●●●●●

Beat 055-999-test

Log on

Last Login: 12/13/2017 03:21 PM

q w e r t y u i o p  
a s d f g h j k l  
z x c v b n m ! , . ?  
.123 .123

6) Enter your FSP ID number (include any dashes, if any)

7) Enter your password

8) Select your beat assignment

9) Press “Log on”

a) You will be presented with various options immediately after logging on.

No Service

11:48 AM

90%

OCTA

**Driver Logged On**

ZZZ - Milenkovich, Richard (...)

Log off

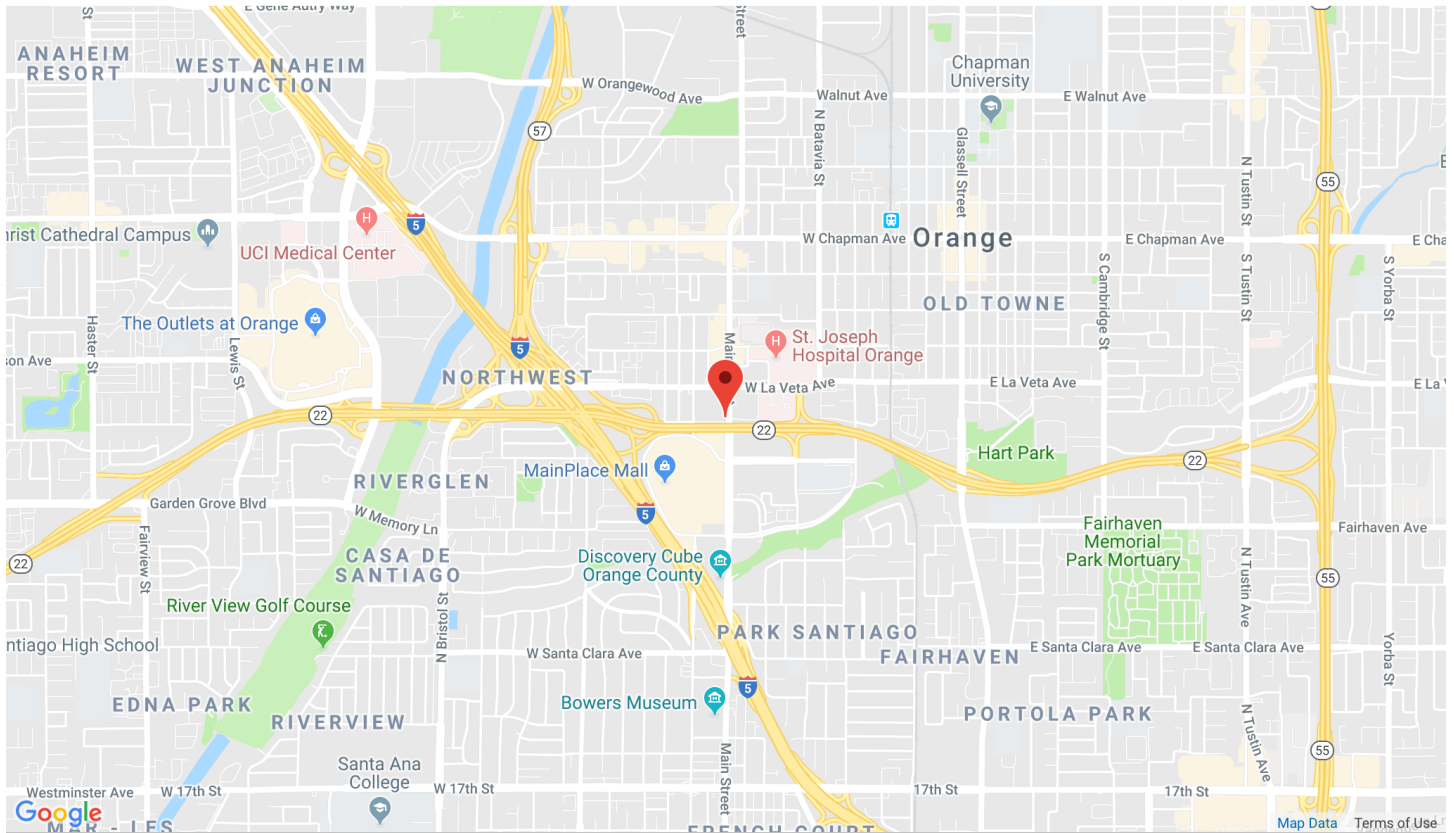
Roll Out

On Patrol

On Break

On Lunch

Incident



Version: 1.1.8

**ROLLING OUT FROM THE YARD**

10) Select "Roll Out" when leaving the yard.

Roll Out

a) The button highlights will change

No Service

11:56 AM

88%

OCTA

**Roll Out**

ZZZ - Milenkovich, Richard (...)

Log off

Roll In

On Patrol

On Break

On Lunch

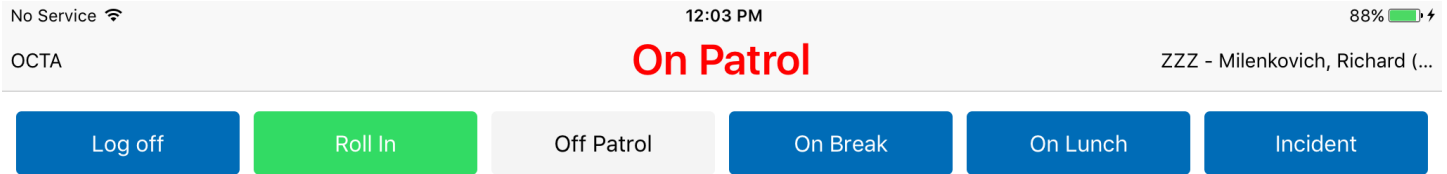
Incident

**STARTING PATROL / STARTING SHIFT**

11) Select "On Patrol" when on your beat, ready to start your shift.

On Patrol

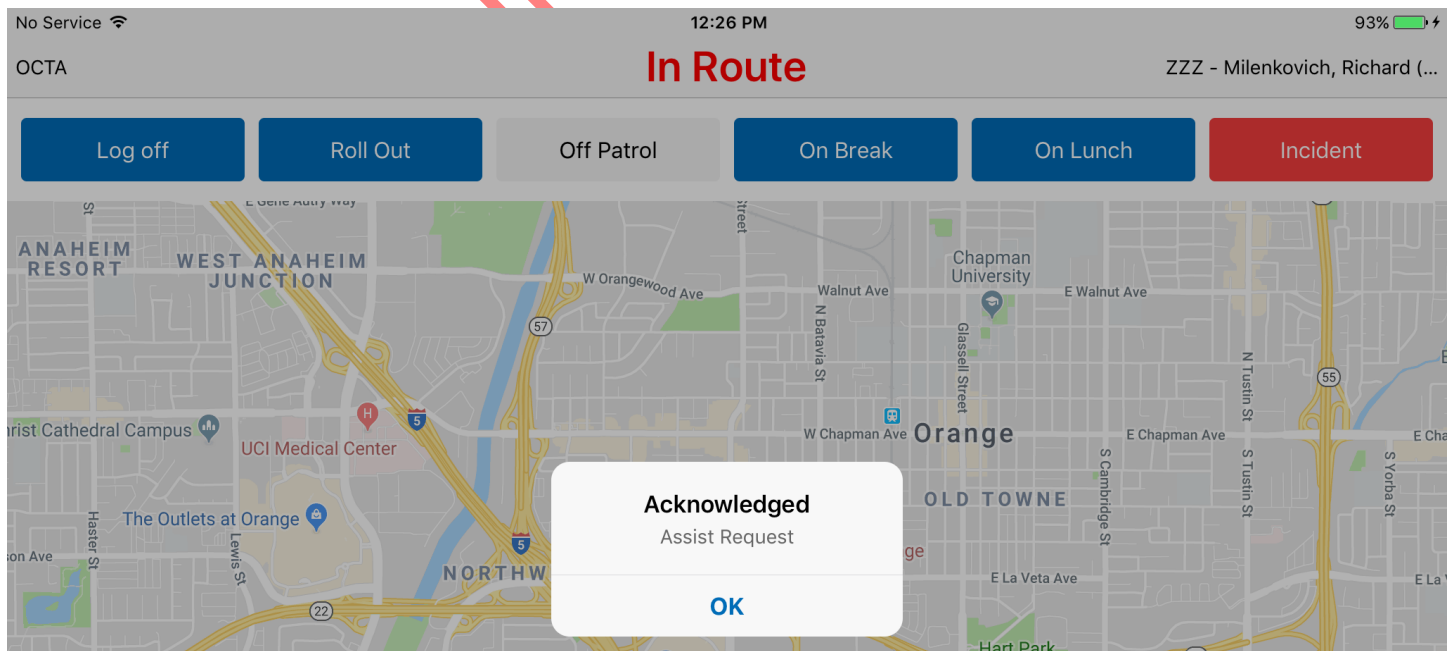
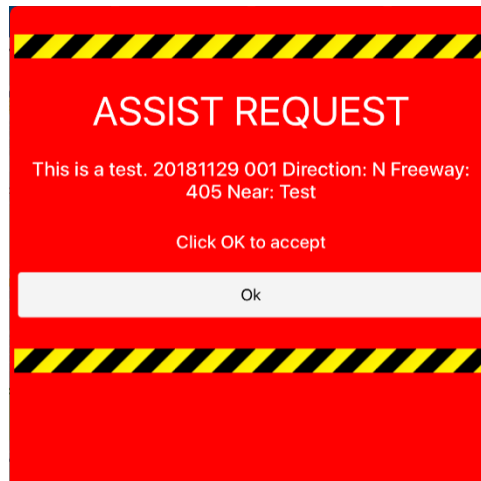
a) The button highlights will change again



## RECEIVING AND ACKNOWLEDGING AN ASSIST REQUEST

12) Assist requests (dispatched calls) may be sent through the LATATrux system by CHP dispatchers or program supervisors.

- After noting the assist location, select "OK" in the Assist Request pop-up box.
- You will receive an "Acknowledged" bow that you must clear (click "OK").
- You will be placed into a status of "In Route"





**ARRIVING AT AN INCIDENT** (Initiating an incident/assist)

13) Select "Incident" if you have been dispatched to a call,

Incident

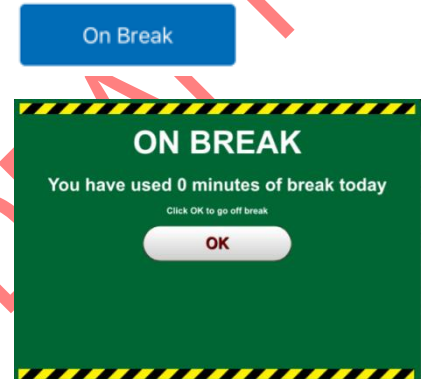
a) See Entering an Incident documentation for additional information.

**TAKING A BREAK**

14) Select "On Break" to start your break and change your status to "On Break". A count-down timer will start, counting down the time on break. The "On Break" button should be used for any time that an operator takes a break, regardless of duration.

a) It is important to note that you must be sure that you are connected to your trucks Wi-Fi signal before selecting "OK" on your Tablet.

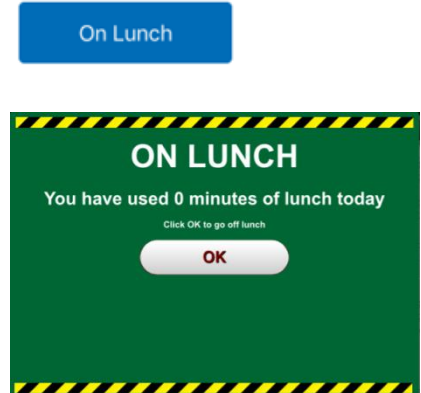
15) Select "OK" in the On Break box to return from break.

**TAKING A LUNCH** (If Scheduled For a Lunch Break)

16) Select "On Lunch" to start your break time. A count-down timer will start, counting down the time on lunch.

a) It is important to note that you must be sure that you are connected to your trucks Wi-Fi signal before selecting "OK" on your Tablet.

17) Select "OK" in the On Lunch box to return from lunch

**ROLLING IN** (ending beat shift assignment)

18) Select "Roll In" to end your beat assignment and indicate that you are traveling back to the yard.

Roll In

a) "Roll In" must be selected before "Log Off"

**LOGGING OFF**

Log off

19) Once back at the yard, select "Log Off" **BEFORE** shutting off your vehicle.

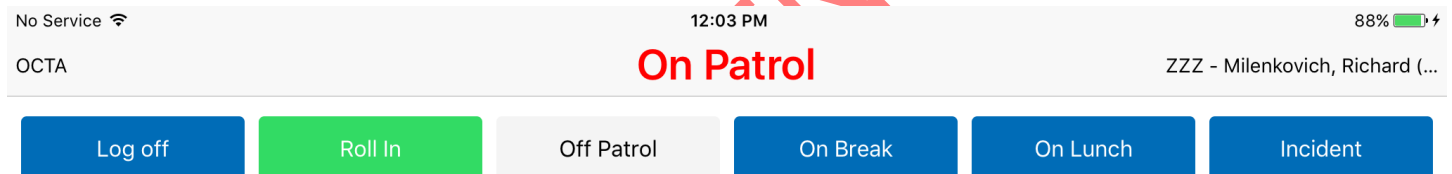
- a) It is important to ensure that you have properly logged off your vehicle at the end of your shift

**ENTERING AN INCIDENT / POSTING INCIDENT DATA****IMPORTANT NOTE**

Your truck must be running and your Tablet must be connected to your trucks Wi-Fi network before logging on or initiating any change in status (log on, roll out, on patrol, on incident, on break, off break, on lunch, off lunch, roll in, log off)

**INITIATING ASSIST**

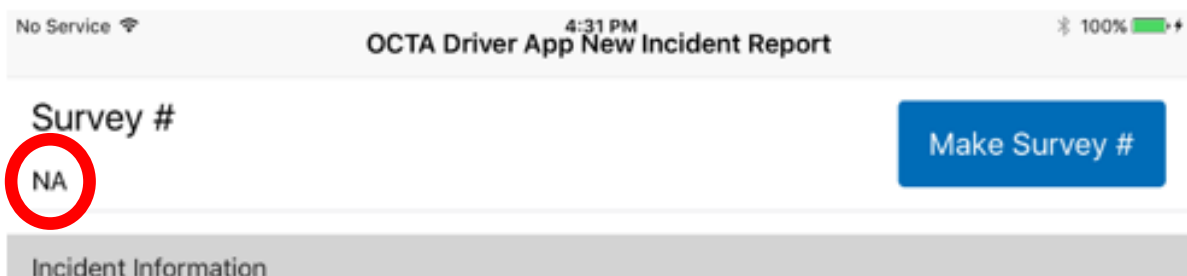
- 1) Make certain that your Tablet is connected to the Wi-Fi network before initiating a change in status  
a) Check for Wi-Fi Signal Bars in the top-left corner of your screen



- 2) From "On Patrol" status, Select "Incident"

Incident

- a) An "OCTA Driver App New Incident Report" will appear.



- 3) Before leaving your vehicle, generate a survey number for each vehicle you will be contacting/assisting.

- a) You may select "Make Survey #" as many times as necessary, to generate a survey number for each vehicle you will be contacting/assisting.  
i) The "NA" circled above will be replaced by the newly generated survey number.

b) Note each survey number on a customer brochure, which you will hand to the motorist(s) as part of your standard greeting.

4) Make contact with the motorist(s) and initiate assist.

### **ENTERING ASSIST DATA**

After completing assist, make certain that your truck is in a safe location before entering assist data.

5) Enter Incident Information

- a) Enter Incident Type
- b) Enter Traffic Speed
- c) Enter Services Rendered<sup>lxxix</sup>

i) It is important to accurately capture service provided in a consistent manner, without overstating the service provided.

- (1) Information Assist - It is assumed that operators will provide a brochure, business card, and information as part of every assist. Information Assist (IDA) should only be used if that is the only service that was provided. Examples would be when an operator encounters an occupied vehicle on the side of the roadway that is using the telephone, looking for directions, or otherwise not in need of assistance.
- (2) Private Assistance – Only use if no other service is provided. If a customer chooses to wait for private assistance for a tow after FSP service has been provided, log only the service provided. Note in the comment section of the assist that the customer chose to wait for private assistance for additional service. NOTE: Operators should always offer to tow the vehicle off the freeway where private assistance may provide additional assistance, even if the customer indicates that they have already called for private assistance.
- (3) CHP Assist – Only use CHP assist if it is the only service provided. Do not add CHP Assist if other services were provided.
- (4) Services ending in a Tow – When providing services that end in a tow, only report the highest level of service provided (which would be the tow). If for safety reasons it is necessary to tow the vehicle to a safe location to provide service, and service is provided after the tow, report both the tow and the additional service. Note that the vehicle was towed before providing service for safety reasons in the comment section of the assist.

d) Enter Customer Wait Time

Incident Information	
Incident Type *	1126 - Disabled Vehicle ▼
Traffic Speed *	▼
Select Services Rendered *	▼
Customer Wait Time *	

## 6) Enter Location Information

- Enter Freeway
- Enter Freeway Direction of Travel
- Enter Vehicle Position
- Enter Location
- Enter Cross Street

Location Information	
Freeway *	▼
Freeway Direction *	▼
Vehicle Position *	RGT ▼
Location *	▼
Cross Street *	

## 7) Enter Vehicle Information. You will be able to add vehicles at the end of the entry process, by posting another assist

- Enter Vehicle Make
- Enter Vehicle Type
- Enter Vehicle Color
- Enter License Plate Number
- Enter License Plate State

Vehicle Information	
Make *	
Type *	AUT ▼
Color *	
Plate *	
State *	CA ▼

9) Enter Tow Information (if vehicle is towed)

- Enter Starting Odometer
- Enter Ending Odometer
- Enter Tow Location (default setting for assist data is "Not Towed")
- Enter Drop Zone Number Where Vehicle Was Dropped

Tow Information	
* Mandatory Field	
<a href="#">Cancel</a>	
Start OD	
End OD	
Tow Location *	NOT - No Tow (Not Towed) ▼
Drop Zone	

10) Enter Customer Information

- Move the Tip toggle button to the right in order to reveal the Tip Detail
  - Enter Tip
  - Enter Tip Detail (if there is a tip)
  - NOTE: Operators should deny any tip offered from a customer however, if a customer insists, the operator must report the tip and turn the tip in.
- Enter the customer last name if towed or transported.

Customer Information	
Tip	<input checked="" type="checkbox"/>
Tip Detail	
Customer Last Name	

11) Enter Other Information

- a) Enter any CHP log number that may be associated with the incident
- b) If a dispatched call, enter the time that the call was received (if not dispatched through LATATrax)
  - i) Move the “Dispatched Call?” toggle button to the right and a date/time will appear in the “Dispatch Date” field

NOTE: If dispatched through LATATrax, the correct dispatch time should already be present.

Other

Log Number Test

Dispatched Call? ☒

Dispatch Date \* 11/29/2018 4:09 PM

Comments \* Test

Submit

Version: 1.1.8 (\* Mandatory Field) Cancel

- ii) If you wish to change the date and time move the cursor to the listed date/time and a rotary time set window will appear so the correct time can be set.

Dispatched Call? ☒

Dispatch Date \* 11/29/2018 4:09 PM

Comments \*

Cancel Done

09	27		2	07	
10	28		3	08	AM
11	29	2018	4	09	PM
12	30	2017	5	10	
		2016	6	11	
		2015	7	12	

Cancel

- c) Enter incident/assist comments as appropriate

**Assist submitted successfully**

Post another?

No
Yes

- d) Select “Submit”

- e) If more than one vehicle is assisted as part of the incident, select “Yes” to post another assist, otherwise select “No”
- f) After posting assist information you will be returned to a status of “On patrol”

## **DOCUMENTING A CHP CONTACT OR CURSORY INSPECTION**

When contacted in the field by CHP Program Supervisors (David Units), initiate an incident as follows:

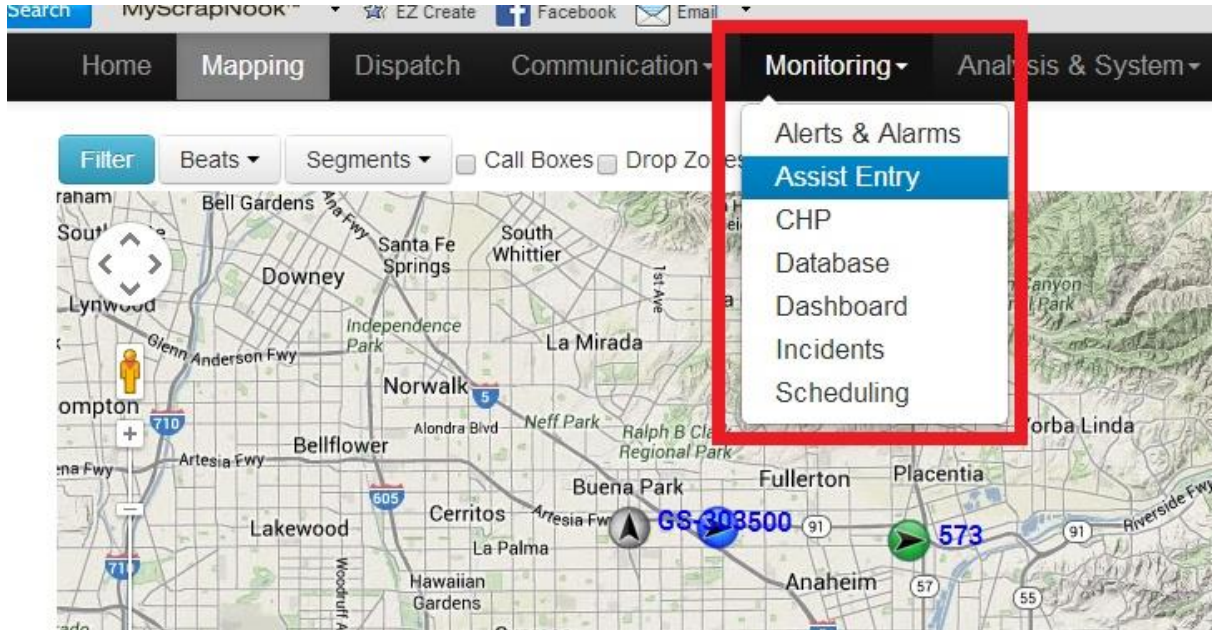
- 1) Make certain that your Tablet is connected to the Wi-Fi network before initiating a change in status
  - a) Check for Wi-Fi Signal Bars in the top-left corner of your screen

- 2) From “On Patrol” status, Select “Incident”
- 3) Enter incident type as “1198 – Inspection/David Unit Contact”
- 4) Enter services rendered as “INSPECTION – Inspection / David Unit Contact, 1148...”

- 5) Enter the officer ID in the license plate field (Example “David 1”)
- 6) When returning on patrol, select “Submit”

## Entering Manually Collected Service Data

- 1) Log in to the LATATrax monitoring application located at <http://www.latatrax.com/octafsp/>.
- 2) Select “Assist Entry” within the Monitoring parent menu.



- 3) Enter manually collected assist data as outlined in the assist entry screen.

**Assist Entry Screen**

Service Date <input type="text" value="02/10/2014"/>	Dispatch Time <input type="text" value="13:43"/>	Assist Start Time <input type="text" value="13:43"/>	Assist End Time <input type="text" value="13:43"/>
---	---	---	---

Drivers <input type="text" value="--Select--"/>	Contractors <input type="text" value="--Select--"/>	Vehicles <input type="text" value="--Select--"/>	Beat Numbers <input type="text" value="--Select--"/>
--	--	---	---

**Incident Information**

Incident Type <input type="text" value="--Select--"/>	Traffic Speed <input type="text" value="--Select--"/>	Customer Wait Time <input type="text" value="0"/>
--	--	--

**Select Services Rendered**

- ☐ A (ADAM / Assist)
- ☐ B (BOY / Battery / Jump-start)
- ☐ CD (CHARLES-DAVID / Clear debris)
- ☐ CV (CHARLES-VICTOR / Clear Vehicle)
- ☐ CHPC (CHP Contact)
- ☐ CI (Cursory Inspection)
- ☐ F (FRANK / Flat tire)
- ☐ G (GEORGE / Gasoline)
- ☐ H (HENRY / Highway Patrol)
- ☐ I (IDA / Info / Assist)
- ☐ M (MARY / Mechanical)
- ☐ N (NORA / Non 1125 Debris)

3A



- 4) After entering the assist information, click “Submit”

Customer Information

Tip <input type="text"/>	Tip Detail <input type="text"/>	Customer Last Name <input type="text"/>
-----------------------------	------------------------------------	--

Other

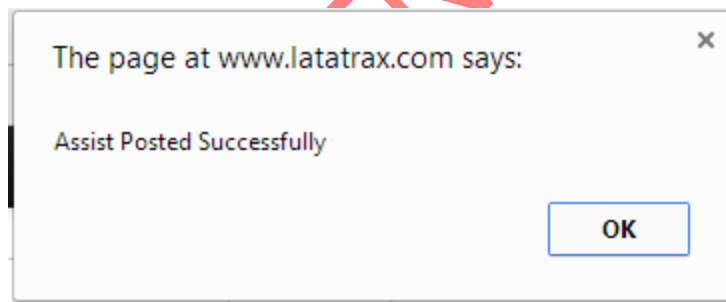
Log Number

Comments

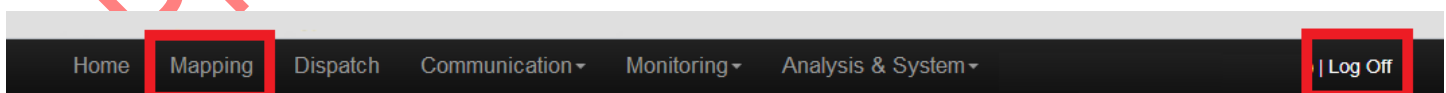
**Submit**

© 2014 - LATA

- a) After submitting, you will receive a confirmation message (Click “OK”)



- b) If you receive an error message, please correct errors, and re-submit.
- c) After receiving a confirmation message, you may continue entering assist records.
- 5) After entering all assist records, you may click on the “Mapping” tab to exit the assist entry screen and return to the map, or may click on “Log Off” to log out of the system.



## Assist Entry Screen

## SOG MAJOR CHANGE END NOTES

- i Changed to Standard Operating Guidelines January 2018
- ii Operator Acknowledgment of Inspection and Search added January 2017.
- iii Release to Use Images and Media added January 2018.
- iv Inserted Signature Page February 2015.
- v Modified to Standard Operating Guidelines (SOG) January 2018
- vi Appeals process moved from 6.1 overview to its own section 6.6. Disqualification moved to 6.7, 6.7 Complaint Process moved to 6.8. January 2018
- vii Beat Guides included in SOG Starting January 2017
- viii Added 511/Go 511 information January 2018
- ix Termination modified to disqualification for all references relating to termination from the program February 2015.
- x Added tow operators are employees of the contracted tow company to avoid any potential confusion January 2018.
- xi 1-3 – Deleted conduct ride-along evaluation of operators from CHP section January 2016.
- xii 1.1 – Added language to specifically require that all key personnel IDT and quarterly training (was previously implied but not specifically stated). January 1, 2019
- xiii 2.1 – Added language that one member of key personnel must maintain FSP certification and clarified expectations for quarterly attendance training for key personnel February 2015.
- xiv 1.5 – Added Tow Vehicle Equipment and Supply language from OCTA agreements to the SOG – January 1, 2019.
- xv 2.3 - Added Channel Lock Pliers July 2019
- xvi 2.3 – Added Thin-wall deep socket set W. 17mm and 19mm sockets December 2019
- xvii 2.6 – Added recommended practices and notification requirements for subcontracting service January 1, 2018
- xviii 2.11.2 - Added clarifying language that shift would be considered open if more than 30 minutes late, constituting missed service and a triple dock February 2015.
- xix 2.12 – Added language specifying the not in service signs are to cover the FSP logo January 2020.
- xx 2.14 - Language added to address fueling vehicles during service.
- xxi 3.1.3 – Modified employment to participate February 2015
- xxii 3.2 – Modified from four to five areas, to include a tire change test February 2015.
- xxiii 3.3 – Included specific notification requirements for missing and making up training January 1, 2018.
- xxiv 3.7 – Modified to include program assigned driver record points for at-fault FSP collisions January 1, 2020.
- xxv 3.7 - Modified employment to qualification and employed to qualified in this section 2/9/15.
- xxvi 4.2.C - Specific language relating to safety vest being zipped added in February 2014.
- xxvii 4.3.1 – Added clarifying language “prior to the start of their FSP shift” January 2017
- xxviii 4.1 - Employment modified to qualification 2/9/15
- xxix 5.1 - Deleted “or employment” 2/9/15
- xxx 5.2 - Deleted “and employment” 2/9/15
- xxxi 5.2.I – Specific language related to not suggesting that parties exchange information added in February 2014.
- xxxii 5.2.N – Consolidated to include right shoulder and center median into one item. Modified language from not allowed to allowed with specific approval pursuant to AB 198 that became effective January 1, 2016 allowing tow operators to utilize the shoulder and median with specific approval 1/1/2016.
- xxxiii 5.4 - Employment modified to duties 2/9/15
- xxxiv 5.5 – Clarified to include e-cigarette, vaping, and other similar products and devices. January 2017
- xxxv 5.6 – Modified to include other electronic devices January 2017.
- xxxvi 5.5.4 – Modified - Log Book must be kept for all employment even if other employment is not driving January 2020.
- xxxvii 5.10 – Modified to specify pre-shift staging area February 2015.
- xxxviii 5.14 - Updated to state that all status changes except on assist are to be completed off freeway January 2020
- xxxix 5.22 – Modified to specifically require CHP Dispatch or FSP Supervisor approval February 2015.
- xl 5-26 – Modified phone usage from while driving to while on duty January 1, 2018.
- xli 5.33 – Added DL51 Medical Examiners Certificate January 2017.
- xlii 6.8 – Removed language related to activating emergency warning lights while removing debris February 2015.
- xliii 6.2 – Modified language to allow placement of FSP vehicle in front or behind the disabled vehicle, based on contractor company policy January 2019.
- xliv 6.6.2b – Modified language to allow the limited use of overhead and emergency (hazard) lights January 2018.
- xlv 2.2.d – Added that operators are encouraged to use company tools that are known to be reliable January 1, 2018.
- xlvi 6.3 – Section revised to provide specific guidance related to abandoned vehicles in traffic lanes January 1, 2020.
- xlvii 6.3 – Specified decals not to be applied to any painted surface, provided suggestion for motorcycles 5/1/2018
- xlviii 6.5.2 - Employment modified to duties 2/9/15
- xliv 6.9.7 – Modified and added Flammable Material and Explosive Device language 1/1/2016

- <sup>i</sup> 6.9.3 – Modified fire extinguisher use to refer to company provided training January 2019.
- <sup>li</sup> 6.10 – Added requirement for operator to provide company contact information should they damage a motorist vehicle. January 2018 added damage occurring while on scene regardless of fault language.
- <sup>lii</sup> 6.16 – Added language to address AB 198 and CVC 21719 which becomes effective January 1, 2016, 1/1/2016.
- <sup>liii</sup> 6.18 – Added language to address service animals. Primary references include [www.ada.gov](http://www.ada.gov) and [www.dfeh.ca.gov](http://www.dfeh.ca.gov) verified to be current and accurate as of 7/18/15. Added to SOG 1/1/2016.
- <sup>liv</sup> 6.19 – Added language to address comfort animals 1/1/2016.
- <sup>lv</sup> 6.20 – Added Unusual Incident language 1/1/2018.
- <sup>lvi</sup> 7.3.4 - Specific requirement for 2" Ratchet Safety Straps for securing vehicle to tow dolly added September 2014.
- <sup>lvii</sup> 7.6.4 – Added "or to otherwise slow or impede the flow of traffic" language 1/1/2017
- <sup>lviii</sup> 7.6.4 – Added language allowing the use of emergency lights in specific situations January 2020
- <sup>lix</sup> 8.5 – Specified and defined curb weight for maximum towing weight January 2018.
- <sup>lx</sup> 8.7 - Requirement changed from "Motorcycle Strap" to 2" Ratchet Safety Strap September 2014.
- <sup>lxi</sup> 8.3.2 – Added "Or Operators Safety" 3/19/20
- <sup>lxii</sup> 8.3.4 – Operator must make certain motorist knows where they are when dropping at a drop zone January 2020
- <sup>lxiii</sup> 8.6.j – Operator may take motorist to safe location, leaving the vehicle at the drop zone January 2020
- <sup>lxiv</sup> 13.4 - Employee modified to person 2/9/15
- <sup>lxv</sup> 13.5 - The work employment benefit has been modified to read benefits 2/9/15.
- <sup>lxvi</sup> 14.3 - Employee modified to representative 2/9/15.
- <sup>lxvii</sup> 15.1 – Modified award eligibility from 6 months to having worked the entire quarter January 2019
- <sup>lxviii</sup> 15.1.4.3 - Employee modified to operator 2/9/15.
- <sup>lxix</sup> 16.4 – FSP Trucks Not Insured moved to Major 1/1/2016
- <sup>lxx</sup> 16.4 - Falsifying information moved from moderate violation to major violation February 2015.
- <sup>lxxi</sup> 16.5.b – Modified to two in 2 years January 2017.
- <sup>lxxii</sup> 16.5.c – Modified to three in 3 years January 2017.
- <sup>lxxiii</sup> 16.6 - Appeals process moved from 6.1 overview to its own section 6.6. Appeals submission requirement changed from 30 days to 10 days. Added language requiring specifically stating the basis for the request for appeal and an Administrative review. 6.6 Disqualification moved to 6.7, 6.7 Complaint Process moved to 6.8. January 2018
- <sup>lxxiv</sup> 16.6 – Specified that rejection of an applicant based on a failed background check is not appealable July 2019.
- <sup>lxxv</sup> 16.7 - Employment modified to program disqualification 2/9/15
- <sup>lxxvi</sup> Attachment A – Updated CHP Corm 234F Rev 2-13 OPI 061 on July 2019
- <sup>lxxvii</sup> Attachment L – Specified that form is provided for contractor use January 2017.
- <sup>lxxviii</sup> Attachment N - Driver screen information updated January 2019.
- <sup>lxxix</sup> Attachment N – Overstating assist language added January 2017

PROCUREMENT DRAFT

# OCFSP Procurement Beat Guides

## Effective 10/2/2021

### **ATTACHMENT D**

#### **OC FSP Beat Guides, Descriptions, and Daily Hours**

Beat 220 – Weekday All Day Float Shift (13 hrs.)  
Beat 221 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 222 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 225 – Weekend Shift (8 hrs.)  
Beat 402 – Weekday Night & Weekend Construction (4/8 hrs.)  
Beat 408 – Weekday All Day Float Shift (13 hrs.)  
Beat 409 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 410 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 500 – Weekday All Day Float Shift (13 hrs.)  
Beat 501 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 502 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 506 – Weekday All Day Float Shift (13 hrs.)  
Beat 507 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 508 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 511 – Weekend Shift (8 hrs.)  
Beat 512 – Weekend Shift (8 hrs.)  
Beat 550 – Weekday All Day Float Shift (13 hrs.)  
Beat 551 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 552 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 910 – Weekday All Day Float Shift (13 hrs.)  
Beat 911 – Weekday Peak Hour Shift (4/4 hrs.)  
Beat 912 – Weekday Peak Hour Shift (4/4 hrs.)

# OCFSP Beat 220 Beat Guide

## Effective 10/2/2021

**Beat 220**  
**Weekday**

Beat 220 Weekday is an all-day beat designed to overlay beats 221 and 222, patrolling the SR-22 from Interchange / Valley View Street / Bolsa Chica Road to the State Route 55 Freeway. Partially Funded with Senate Bill 1 (SB1) funds, the beat is designed to patrol a broader area, cover beat areas when the primary beat truck is on break, provide overlapping coverage that might provide a faster response to disabled vehicles when the primary truck is busy on an assist, and provide weekday-midday service.

The beat is scheduled for 13 revenue vehicle hours each weekday, with service from 5:30 to 19:30 Monday through Friday, with 30-minute meal period breaks from approximately 9:00 to 9:30 & 16:00 to 16:30, while other peak-hour beats are working.

Regular turn around points and ramps are listed in bold below.

### **SR-22 FRWY**

### **SR 22 / I 405 Interchange / Valley View Street / Bolsa Chica Road**

Knott Street / Goldenwest Street  
Beach Boulevard  
Magnolia Street  
Brookhurst Street  
Euclid Street  
Harbor Boulevard  
Haster Street / Fairview Boulevard  
City Drive  
Bristol Street  
I 5 / SR 57 Interchange  
Main Street / La Veta Avenue  
Glassell Street  
Tustin Avenue  
**SR 55 Interchange**



# OCFSP Beat 221 Beat Guide

## Effective 10/2/2021

**Beat 221**  
**Weekday**

Beat 221 is a peak hour service beat designed to patrol the SR-22 from the I 405 Interchange / Valley View Street / Bolsa Chica Road to Euclid Street.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.

### **SR-22 FRWY**

**SR 22 / I 405 Interchange / Valley View Street / Bolsa Chica Road**

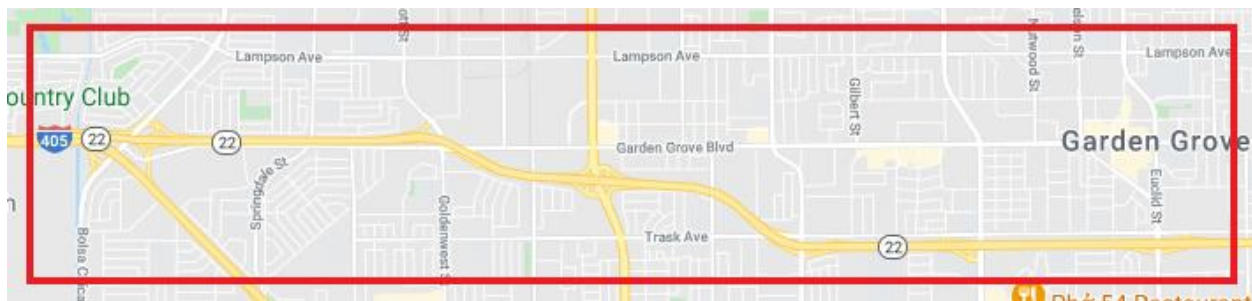
Knott Street / Goldenwest Street

Beach Boulevard

Magnolia Street

Brookhurst Street

**Euclid Street**



# OCFSP Beat 222 Beat Guide

## Effective 10/2/2021

**Beat 222**  
Weekday

Beat 222 is a peak hour service beat designed to patrol the SR-22 from Bristol Street to La Veta Avenue / SR 55.

Beat service hours are 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.

### **SR-22 FRWY**

#### **Euclid Street**

Harbor Boulevard

Haster Street / Fairview Boulevard

City Drive

Bristol Street

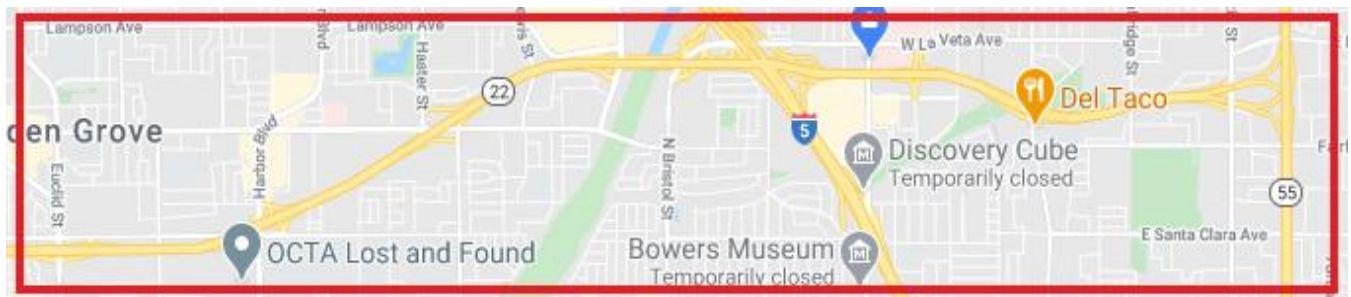
I 5 / SR 57 Interchange

Main Street / La Veta Avenue

Glassell Street

Tustin Avenue

#### **SR 55 Interchange**





# OCFSP Beat 225 Beat Guide

## Effective 10/02/2021

**Beat 225**  
**Weekend**

Beat 225 is a weekend service beat designed to patrol the SR-22 from Harbor Blvd to the SR-55, with periodic patrols through the SR-22 / I 5 interchanges, SR-22 / SR-57 interchanges, and I-5 / SR-57 interchanges.

The beat is scheduled for 8 revenue vehicle hours, with Beat service hours are 10:30 to 19:00 Saturdays and Sundays, with a thirty-minute meal period break mid-way through the shift (between the 4<sup>th</sup> and 5<sup>th</sup> hour). This service is funded with SB1 and Measure M2 Funds.

Turn around points and ramps are listed in bold below.

### **SR-22 FRWY**

#### **Harbor Blvd**

Fairview St

The City Dr

Periodic Patrols Through

The SR-57 / I-5 Interchanges

Bristol St

Main St / La Veta Ave

Grand Ave / Glassell St

Tustin Ave / Tustin St

Through SR-55 Interchange

### **I-5 FRWY**

#### **The City Dr / State College Blvd**

Periodic Patrols Through

The SR-22 / SR-57 / I-5 Interchanges

**Broadway / Main St**

### **SR-55 FRWY**

#### **Chapman Ave**

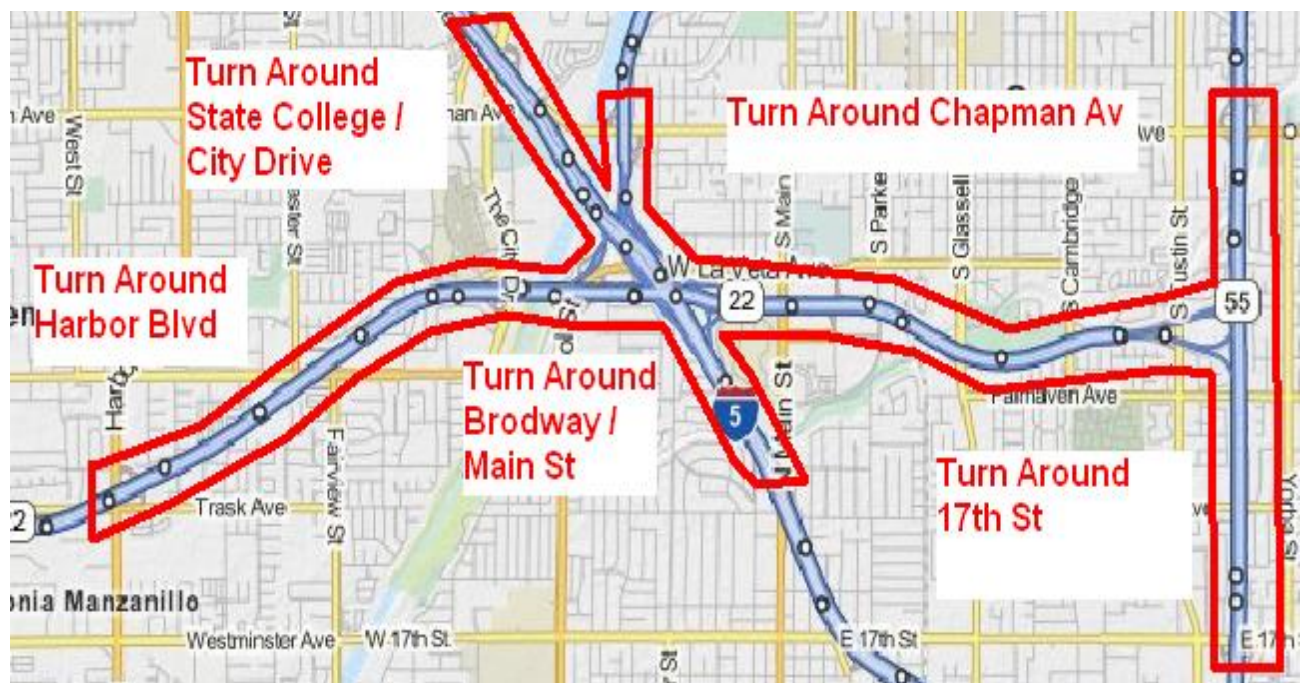
Through the SR-22 / SR-55 Interchange

**17<sup>th</sup> St**

### **SR-57 FRWY**

Patrols through SR-22 / SR-57 Interchange

**Chapman Ave**



# OCFSP Beat 402 Beat Guide

## Starting 10/02/2021

**Beat 402**  
Weekday Evenings  
& Weekends

Beat 402b is a weekday night and weekend construction support beat designed to patrol the I-405 construction area between Studebaker Road and SR-73 to support highway construction activities. Deployment will cover the active construction area. Once construction activities increase the first truck (402) may be adjusted and/or a second truck (403) may be added and the area may be split if necessary.

Beat service hours are 20:00 to 00:00 Monday through Friday, and 10:30 to 19:00 on Saturdays and Sundays. This service is funded with Senate Bill 1 (SB1) Funds. Turn-around points and ramps are listed below.

**Effective 8/16/2018 covers areas A and B, from Studebaker to Harbor Blvd.**  
**Effective 7/29/2019 beat Coverage extended from 22:00 to 00:00 (Midnight).**

### **(A) I 405 FRWY**

#### **Studebaker Road**

Through I-605 Interchange  
Through SR-22 Interchange  
Seal Beach Boulevard  
Bolsa Chica Road  
Westminster Boulevard  
Goldenwest Street  
**Beach Boulevard**

\*

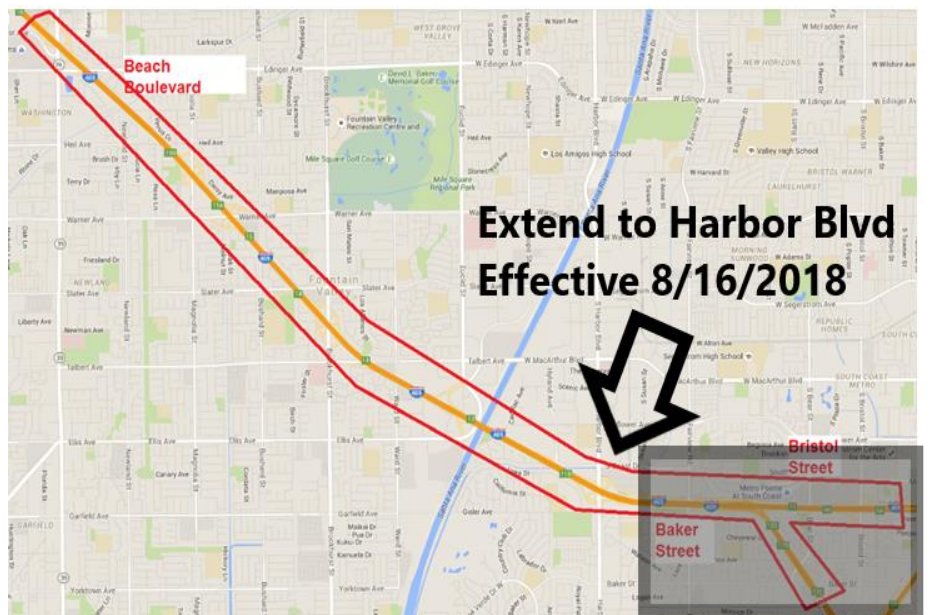
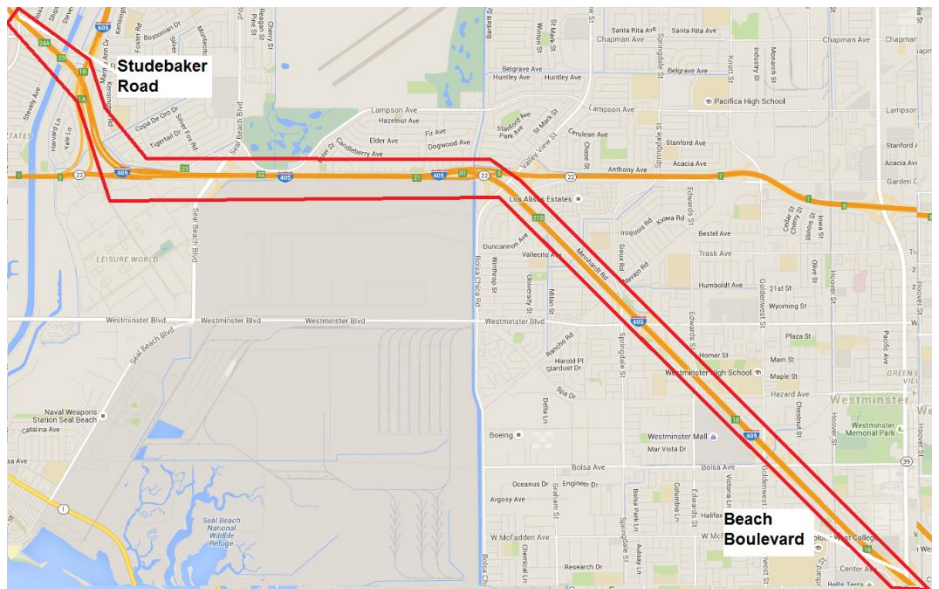
### **(B) I 405 FRWY**

#### **Beach Boulevard**

Magnolia Street  
Warner Avenue  
Brookhurst Street  
Euclid Street  
**Harbor Boulevard**

**Extended to Harbor Blvd  
8/16/2018**

Coverage may be extended  
upon project expansion.





# OCFSP Beat 408 Beat Guide

## Effective 10/02/2021

**Beat 408**  
**Weekday**

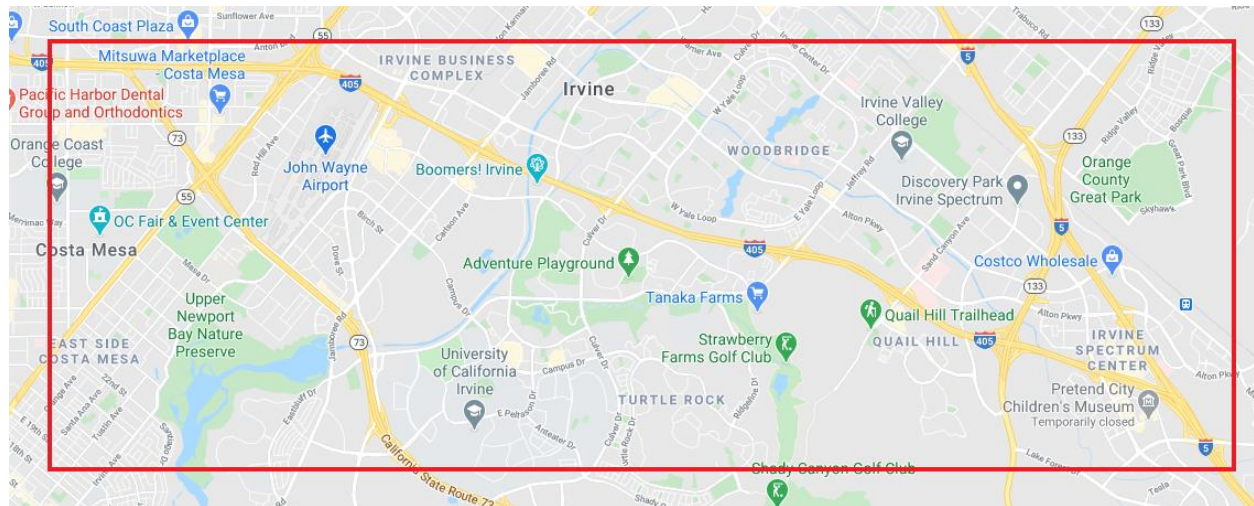
Beat 408 Weekday is an all-day beat designed to overlay beats 409 and 410, patrolling the I 405 from Fairview Road to Bake Parkway. Partially Funded with Senate Bill 1 (SB1) funds, the beat is designed to patrol a broader area, cover beat areas when the primary beat truck is on break, provide overlapping coverage that might provide a faster response to disabled vehicles when the primary truck is busy on an assist, and provide weekday-midday service.

The beat is scheduled for 13 revenue vehicle hours each weekday, with service from 5:30 to 19:30 Monday through Friday, with 30-minute meal period breaks from approximately 9:00 to 9:30 & 16:00 to 16:30, while other peak-hour beats are working.

Regular turn around points and ramps are listed in bold below.

### **I 405 FRWY**

Fairview Road / South Coast Drive  
Bristol Street  
SR 55 Interchange  
Mac Arthur Blvd / John Wayne Airport  
Jamboree Road  
Culver Drive  
Jeffrey Road / University Drive  
Sand Canyon Avenue  
Irvine Center Drive  
**Bake Parkway**



# OCFSP Beat 409 Beat Guide

## Effective 10/02/2021

**Beat 409**  
**Weekday**

Beat 409 is a peak hour service beat designed to patrol the I 405 from Fairview Road to Culver Drive.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.

### **I 405 FRWY**

**Fairview Road / South Coast Drive**

Bristol Street

SR 55 Interchange

Mac Arthur Blvd / John Wayne Airport

Jamboree Road

**Culver Drive**



# OCFSP Beat 410 Beat Guide

## Effective 10/02/2021

**Beat 410**  
Weekday

Beat 410 is a peak hour service beat designed to patrol the I 405 from Culver Drive to Bake Parkway.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.

### **I 405 FRWY**

#### **Culver Drive**

Jeffrey Road / University Drive

Sand Canyon Avenue

Irvine Center Drive

#### **Bake Parkway**



# OCFSP Beat 500 Beat Guide

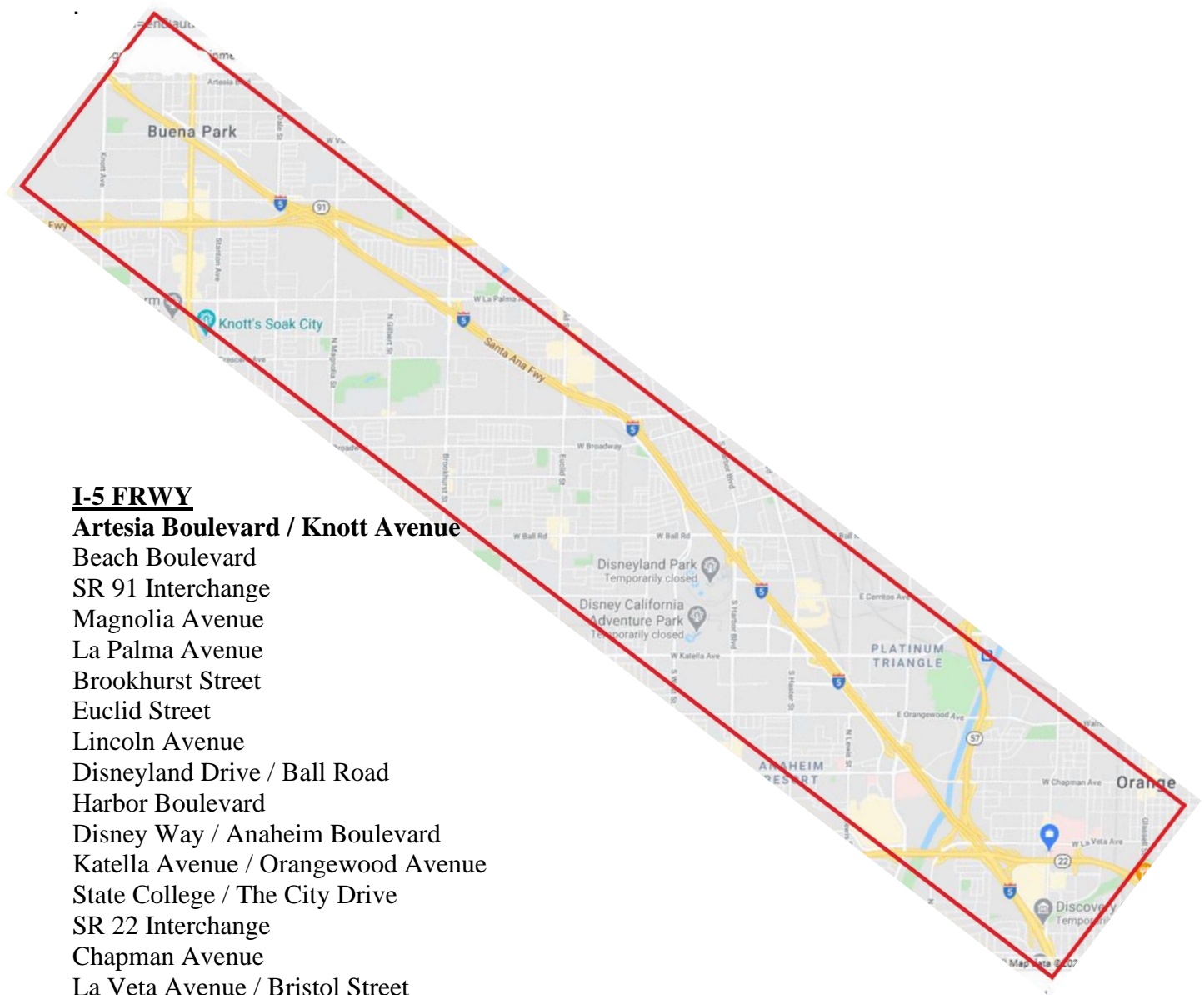
## Effective 10/02/2021

**Beat 500**  
**Weekday**

Beat 500 Weekday is an all-day beat designed to overlay beats 501 and 502, patrolling the I 5 from Artesia Boulevard / Knott Avenue to 17<sup>th</sup> Street. Partially Funded with Senate Bill 1 (SB1) funds, the beat is designed to patrol a broader area, cover beat areas when the primary beat truck is on break, provide overlapping coverage that might provide a faster response to disabled vehicles when the primary truck is busy on an assist, and provide weekday-midday service.

The beat is scheduled for 13 revenue vehicle hours each weekday, with service from 5:30 to 19:30 Monday through Friday, with 30-minute meal period breaks from approximately 9:00 to 9:30 & 16:00 to 16:30, while other peak-hour beats are working.

Regular turn around points and ramps are listed in bold below.



### **I-5 FRWY**

#### **Artesia Boulevard / Knott Avenue**

Beach Boulevard  
SR 91 Interchange  
Magnolia Avenue  
La Palma Avenue  
Brookhurst Street  
Euclid Street  
Lincoln Avenue  
Disneyland Drive / Ball Road  
Harbor Boulevard  
Disney Way / Anaheim Boulevard  
Katella Avenue / Orangewood Avenue  
State College / The City Drive  
SR 22 Interchange  
Chapman Avenue  
La Veta Avenue / Bristol Street  
Main Street  
**17<sup>th</sup> Street**



# OCFSP Beat 501 Beat Guide

## Effective 10/02/2021

**Beat 501**  
Weekday

Beat 501 is a peak hour service beat designed to patrol the I-5 from Artesia Boulevard / Knott Avenue to Euclid

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.



### **I-5 FRWY**

**Artesia Boulevard / Knott Avenue**

Beach Boulevard

SR 91 Interchange

Magnolia Avenue

La Palma Avenue

Brookhurst Street

**Euclid Street**

# OCFSP Beat 502 Beat Guide

## Effective 10/02/2021

**Beat 502**  
Weekday

Beat 502 is a peak hour service beat designed to patrol the I-5 from Euclid Street to 17<sup>th</sup> Street.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.

### **I-5 FRWY**

#### **Euclid Street**

Lincoln Avenue

Disneyland Drive / Ball Road

Harbor Boulevard

Disney Way / Anaheim Boulevard

Katella Avenue / Orangewood Avenue

State College / The City Drive

SR 22 Interchange

Chapman Avenue

La Veta Avenue / Bristol Street

Main Street

#### **17<sup>th</sup> Street**





# OCFSP Beat 506 Beat Guide

## Effective 10/02/2021

**Beat 506**  
**Weekday**

Beat 506 Weekday is an all-day beat designed to overlay beats 507 and 508, patrolling the I 5 from El Toro Road to Christianitos Road. Partially Funded with Senate Bill 1 (SB1) funds, the beat is designed to patrol a broader area, cover beat areas when the primary beat truck is on break, provide overlapping coverage that might provide a faster response to disabled vehicles when the primary truck is busy on an assist, and provide weekday-midday service.

The beat is scheduled for 13 revenue vehicle hours each weekday, with service from 5:30 to 19:30 Monday through Friday, with 30-minute meal period breaks from approximately 9:00 to 9:30 & 16:00 to 16:30, while other peak-hour beats are working.

Regular turn around points and ramps are listed in bold below.

### **I-5 FRWY**

#### **El Toro Road**

Alicia Pkwy

La Paz Rd

Oso Pkwy

Crown Valley Pkwy

Marguerite Pkwy

Camino Capistrano Rd

Ortega Hwy

Camino Capistrano / Valle Road

Camino Las Ramblas

Camino De Estrella

Avenida Vista Hermosa

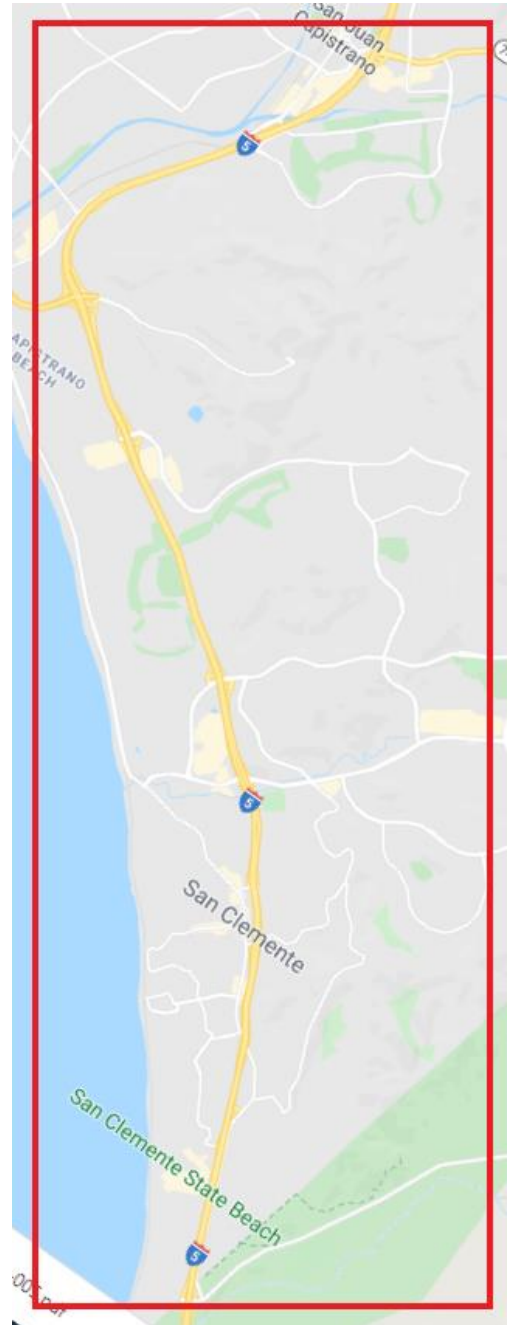
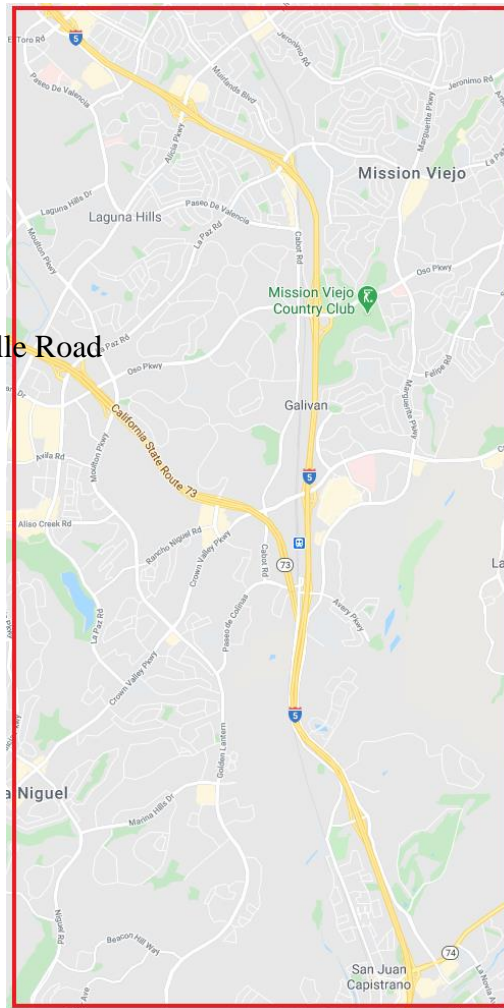
Avenida Pico

Avenida Palizada

El Camino Real

Avenida Del Presidente

**Christianitos Road**



# OCFSP Beat 507 Beat Guide

## Effective 10/02/2021

**Beat 507**  
Weekday

Beat 507 is a peak hour service beat designed to patrol the I 5 from El Toro Road to Ortega Highway.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.

### **I-5 FRWY**

#### **El Toro Road**

Alicia Pkwy

La Paz Rd

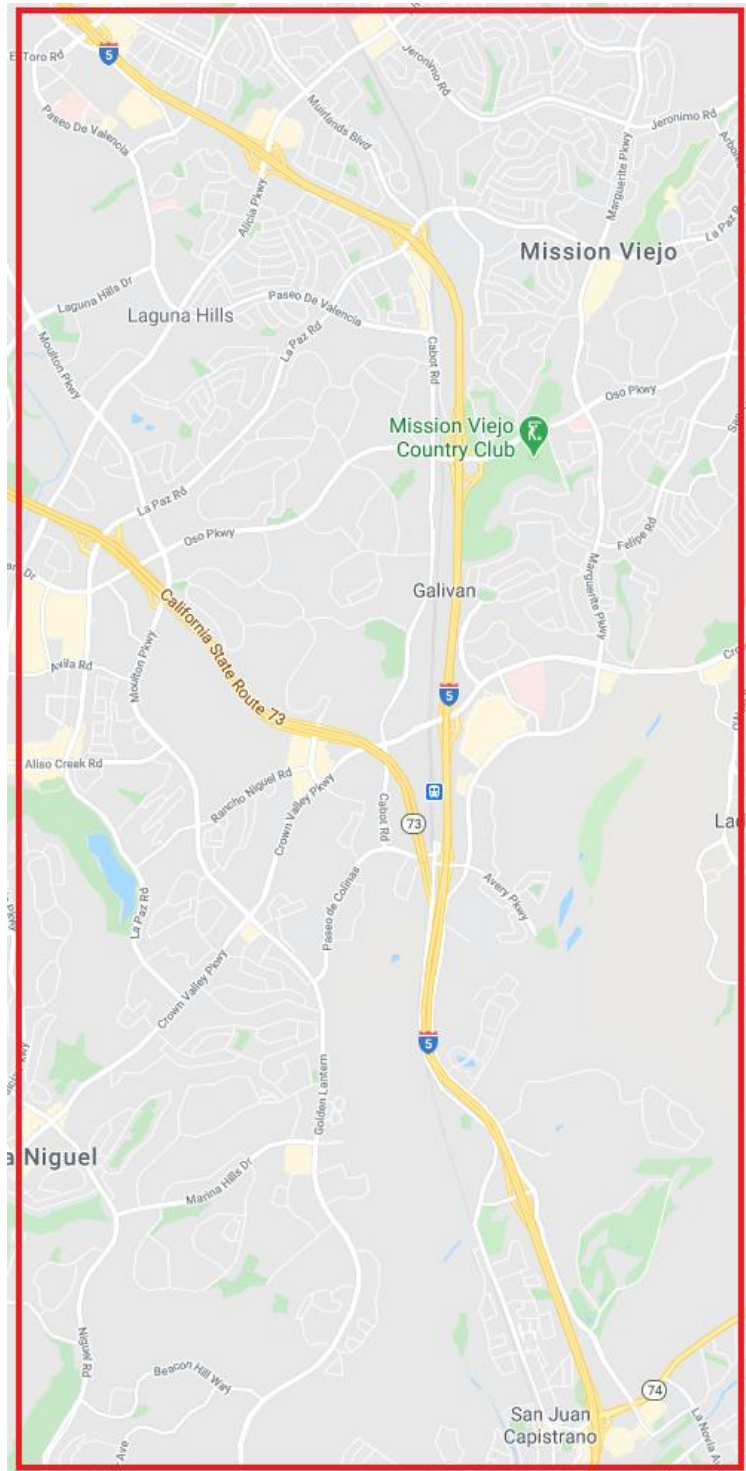
Oso Pkwy

Crown Valley Pkwy

Marguerite Pkwy

Camino Capistrano Rd

#### **Ortega Hwy**



# OCFSP Beat 508 Beat Guide

## Effective 10/02/2021

**Beat 508**  
Weekday

Beat 508 is a peak hour service beat designed to patrol the I 5 from Ortega Highway to Christianitos Road.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed in bold below.



### **I-5 FRWY**

#### **Ortega Hwy**

Camino Capistrano / Valle Road

Camino Las Ramblas

Camino De Estrella

Avenida Vista Hermosa

Avenida Pico

Avenida Palizada

El Camino Real

Avenida Del Presidente

#### **Christianitos Road**



# OCFSP Beat 511 Beat Guide

## Effective 10/02/2021

**Beat 511**  
**Weekend**

Beat 511 is a weekend service beat designed to patrol the SI-5 from El Toro Road to Ortega Highway.

The beat is scheduled for 8 revenue vehicle hours, with Beat service hours are 10:30 to 19:00 Saturdays and Sundays, with a thirty-minute meal period break mid-way through the shift (between the 4<sup>th</sup> and 5<sup>th</sup> hour). This service is funded with SB1 and Measure M2 Funds.

Turn-around points and ramps are listed in bold below.

### **I-5 FRWY**

#### **El Toro Road**

Alicia Pkwy

La Paz Rd

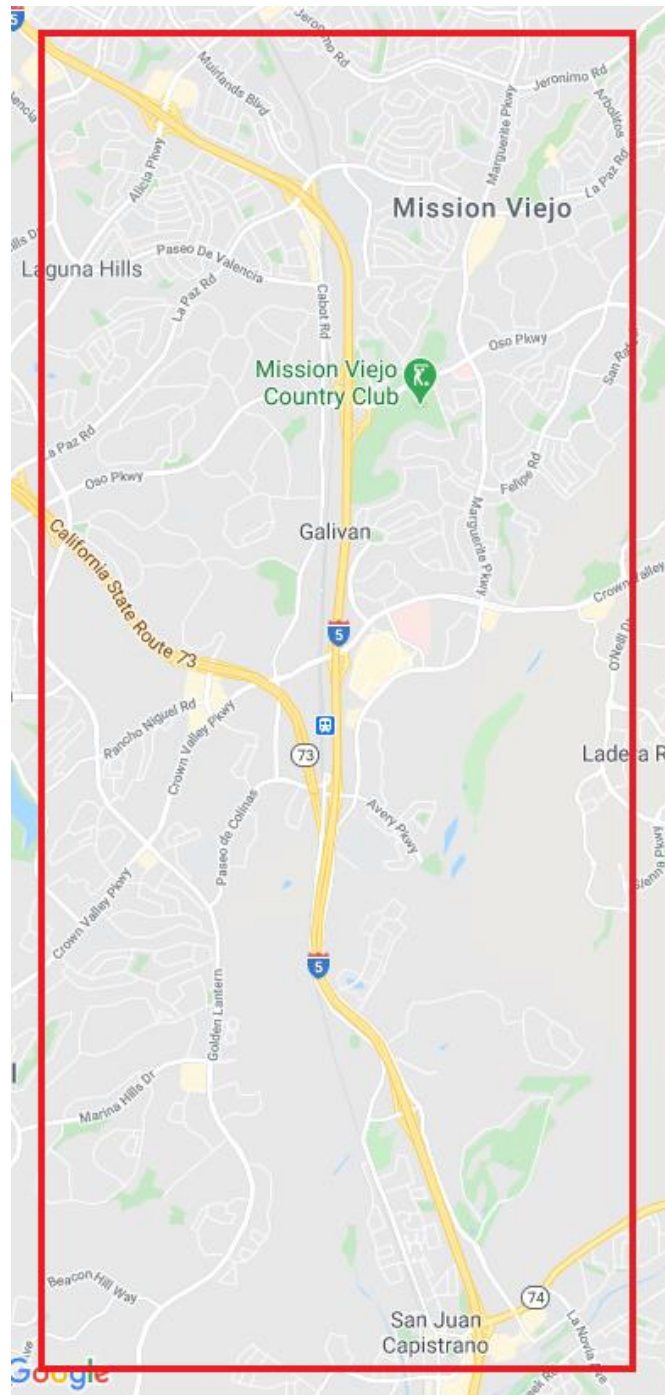
Oso Pkwy

Crown Valley Pkwy

Marguerite Pkwy

Camino Capistrano Rd

**Ortega Hwy**



# OCFSP Beat 512 Beat Guide

## Effective 10/02/2021

**Beat 512**  
**Weekend**

Beat 512 is a weekend service beat designed to patrol the SI-5 from Ortega Highway to Christianitos Road.

The beat is scheduled for 8 revenue vehicle hours, with Beat service hours are 10:30 to 19:00 Saturdays and Sundays, with a thirty-minute meal period break mid-way through the shift (between the 4<sup>th</sup> and 5<sup>th</sup> hour). This service is funded with SB1 and Measure M2 Funds.

Turn-around points and ramps are listed in bold below.

### **I-5 FRWY**

#### **Ortega Hwy**

Camino Capistrano / Valle Road

Camino Las Ramblas

Camino De Estrella

Avenida Vista Hermosa

Avenida Pico

Avenida Palizada

El Camino Real

Avenida Del Presidente

**Christianitos Road**



# OCFSP Beat 550 Beat Guide

## Effective 10/02/2021

**Beat 550**  
**Weekday**

Beat 550 Weekday is an all-day beat designed to overlay beats 551 and 552, patrolling the SR-55 from the SR 91 Interchange to Fair Drive / Del Mar Avenue. Partially Funded with Senate Bill 1 (SB1) funds, the beat is designed to patrol a broader area, cover beat areas when the primary beat truck is on break, provide overlapping coverage that might provide a faster response to disabled vehicles when the primary truck is busy on an assist, and provide weekday-midday service.

The beat is scheduled for 13 revenue vehicle hours each weekday, with service from 5:30 to 19:30 Monday through Friday, with 30-minute meal period breaks from approximately 9:00 to 9:30 & 16:00 to 16:30, while other peak-hour beats are working.

Regular turn around points and ramps are listed below.

### **SR 55 FRWY**

#### **SR 91**

Lincoln Avenue / Nohl Ranch Road

Katella Avenue

Chapman Avenue

SR 22 Freeway Interchange

Seventeenth Street

4<sup>th</sup> Street / Irvine Boulevard

I 5 Interchange

Mc Fadden Avenue / Main Street

Edinger Avenue

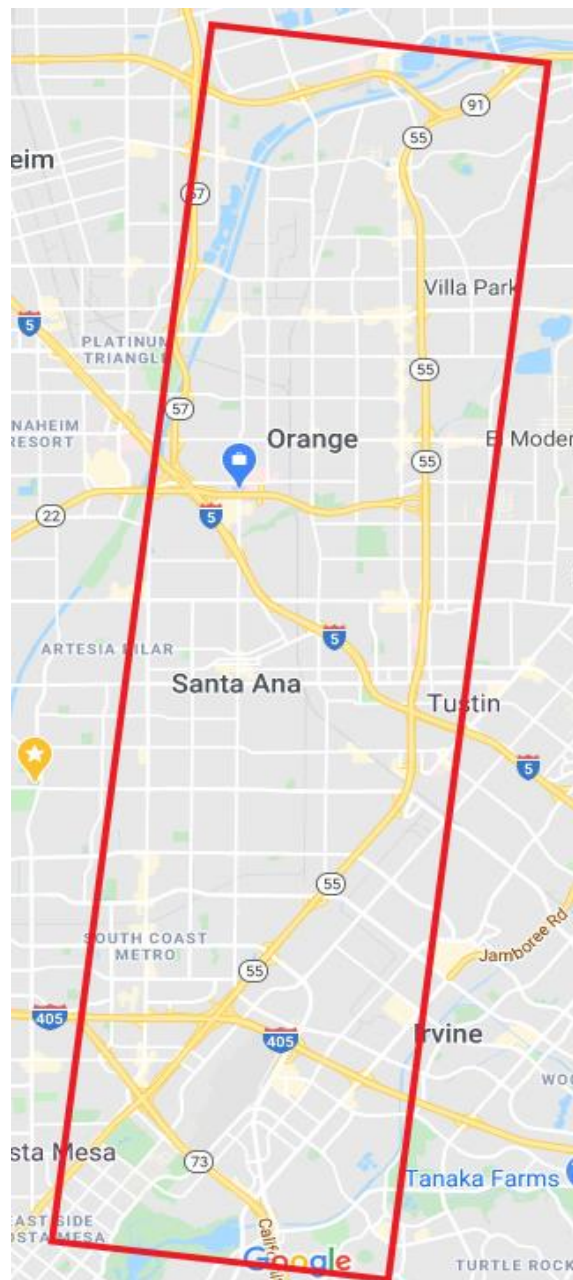
Dyer Road

#### **MacArthur Boulevard**

I 405 Interchange

Baker Street

**Fair Drive / Del Mar Avenue**



# OCFSP Beat 551 Beat Guide

## Effective 10/02/2021

**Beat 551**  
Weekday

Beat 551 is a peak hour service beat designed to patrol the SR-55 from the SR-91 Interchange to 4<sup>th</sup> Street / Irvine Boulevard

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed below.

### **SR 55 FRWY**

#### **SR 91**

Lincoln Avenue / Nohl Ranch Road

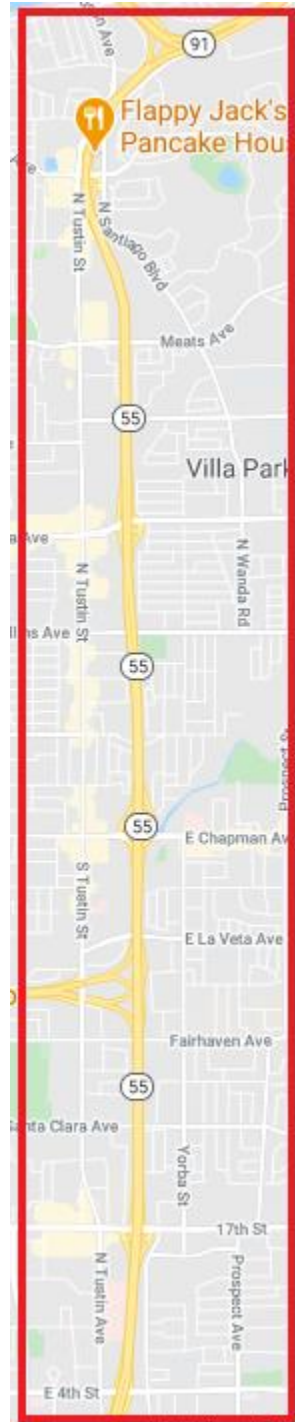
Katella Avenue

Chapman Avenue

SR 22 Freeway Interchange

Seventeenth Street

**4<sup>th</sup> Street / Irvine Boulevard**





# OCFSP Beat 552 Beat Guide

## Effective 10/02/2021

**Beat 552**  
Weekday

Beat 552 is a peak hour service beat designed to patrol the SR-55 from 4<sup>th</sup> Street / Irvine Boulevard to Del Mar Avenue / Fair Drive.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed below.

### **SR 55 FRWY**

#### **4<sup>th</sup> Street / Irvine Boulevard**

I 5 Interchange

Mc Fadden Avenue / Main Street

Edinger Avenue

Dyer Road

MacArthur Boulevard

I 405 Interchange

Baker Street

#### **Del Mar Avenue / Fair Drive**





# OCFSP Beat 910 Weekday Beat Guide

## Effective 10/02/2021

**Beat 910**  
**Weekday**

Beat 910 Weekday is an all-day beat designed to overlay beats 911 and 912, patrolling the SR-91 from Carmenita Road to the State Route 57 Freeway. Partially Funded with Senate Bill 1 (SB1) funds, the beat is designed to patrol a broader area, cover beat areas when the primary beat truck is on break, provide overlapping coverage that might provide a faster response to disabled vehicles when the primary truck is busy on an assist, and provide weekday-midday service.

The beat is scheduled for 13 revenue vehicle hours each weekday, with service from 5:30 to 19:30 Monday through Friday, with 30-minute meal period breaks from approximately 9:00 to 9:30 & 16:00 to 16:30, while other peak-hour beats are working.

Regular turn-around points and ramps are listed below.

### **SR-91 FRWY**

#### **Carmenita Road**

Valley View Street

Knott Avenue

Beach Boulevard

SR-91 / I-5 Interchange

Magnolia Avenue

Brookhurst Street

Euclid Street

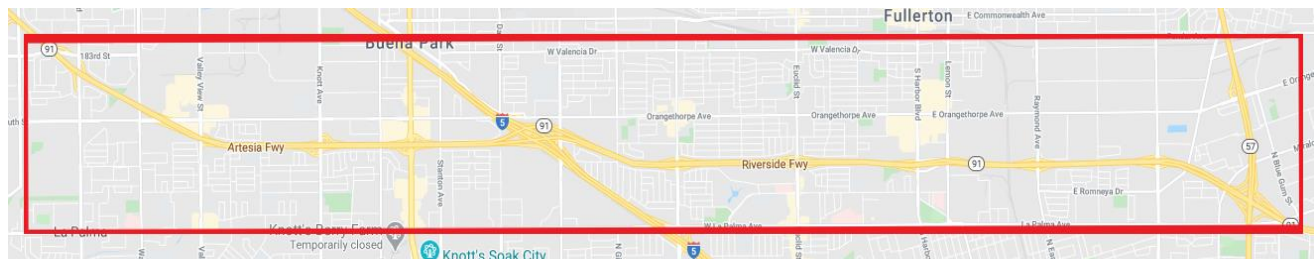
Harbor Boulevard

Lemon Street

Raymond Avenue / East Street

State College Boulevard

**SR 91 / SR 57 Interchange (Turn Around / exit at Lincoln or Orangethorpe when patrolling through interchanges)**



# OCFSP Beat 911 Beat Guide

## Effective 10/2/2021

**Beat 911**  
**Weekday**

Beat 911 is a peak hour service beat designed to patrol the SR-91 from Carmenita Road to Euclid Street.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed below.

### **SR-91 FRWY**

#### **Carmenita Road**

Valley View Street

Knott Avenue

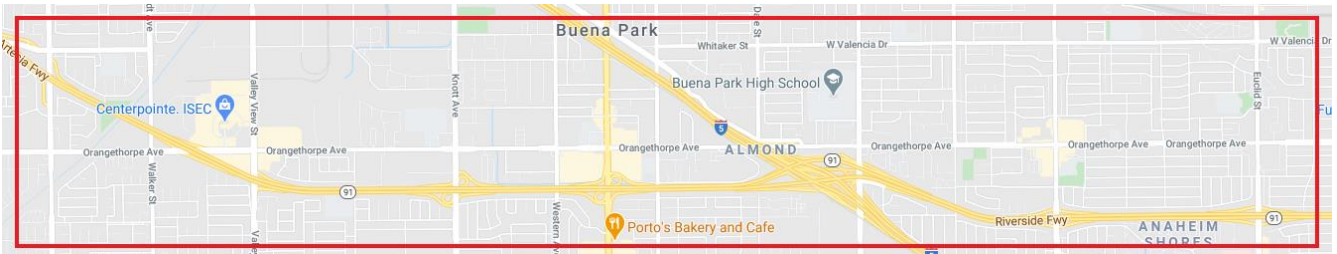
Beach Boulevard

SR-91 / I-5 Interchange

Magnolia Avenue

Brookhurst Street

#### **Euclid Street**



# OCFSP Beat 912 Beat Guide

## Effective 10/2/2021

**Beat 912**  
**Weekday**

Beat 912 is a peak hour service beat designed to patrol the SR-91 from Euclid Street to Tustin Avenue.

The beat is scheduled for 8 revenue vehicle hours each weekday, with service from 6:00 to 10:00 and 15:00 to 19:00, Monday through Friday.

Turn-around points and ramps are listed below.

### **SR-91 FRWY**

Euclid Street

Harbor Boulevard

Lemon Street

Raymond Avenue / East Street

State College Boulevard

SR 91 / SR 57 Interchange

N Kraemer Boulevard / Glassell Street

**N Tustin Avenue**



**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEETS**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL SERVICES**

**Pricing Instructions:**

The Offeror must submit Exhibit B, Price Summary Sheet in **a separate file from the proposal.** No information regarding price shall be mentioned anywhere in the proposal content.

The Offeror shall provide the firm-fixed hourly rate that the Authority would be charged per revenue vehicle hour (RVH) for each service area, for the services outlined in the Scope of Services presented in Exhibit A of this RFP. A RVH is calculated as the time within the scheduled service hours that the Freeway Service Patrol (FSP) vehicle is actually in service within its assigned beat area performing FSP work. RVH does not include deadhead time to or from the beat area, meal period breaks, vehicle breakdowns, training time, or any other time that a vehicle is not actively patrolling its assigned beat area or providing service within the scheduled beat hours.

RVH rates will be adjusted each fiscal year based on the rates quoted for each fiscal year period. The RVH rate will be reviewed each quarter and approved based on the rates identified within the price summary sheet for the service area. RVH rates will be applied for each quarter based on the previous quarter's average cost of fuel as reported by the United States Energy Information Administration (EIA), All Grades – Reformulated Areas, for the Los Angeles area. Additional information about EIA is available at [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_y05la\\_m.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_y05la_m.htm).

Pricing forms must be completed, properly filled out, and submitted in a separate sealed envelope/package (separate from the proposal) in order to be deemed responsive. The proposed price should include all service costs. The firm fixed-hourly rate should be inclusive of all Offeror's direct, indirect, capital and operating costs, profit, and any other costs related to FSP. These may include but not be limited to the following potential cost items, which the Offeror may consider in developing their firm-fixed revenue vehicle hourly rate. Prices quoted shall be firm for the life of the contract, no changes will be allowed to the RVH rate.

---

**The following example items are illustrative of costs that may be incurred during the normal course of providing FSP service. Offerors must determine appropriate pricing based on their own methods for recovering costs.**

---

#### **Vehicle Cost**

- Cost of FSP tow trucks, support vehicles, or other vehicles (finance charges if applicable, fuel, maintenance, insurance, etc.) over contract term. Escalation in market fuel costs during the entire contract period of performance shall not be subject to any adjustments in the Offeror's hourly "base unit rate."
- FSP Equipment (requirements list), shop radio/communications, tablet data device

#### **Labor Cost**

- Operator/supervisor/manager/maintenance/dispatcher labor (normal wages, overtime, Pension/vacation/sick benefits, workers comp, social security)
- Travel/preparation costs (pre-op inspections, time to get to staging area, time to return to tow yard, etc.)

#### **Facility / Business Cost**

- Lot/Building (office equipment, insurance, computer, supplies, etc.)
- Permits, Licenses, Fees, Registrations,
- Workers' Comp/ Liability Insurance
- Profit/ Risk & Liability trend assumptions over life of contract

#### **FSP Program Cost**

- Administration (form submittal, documentation maintenance, etc.)
- FSP supplies (raingear, uniforms, safety boots, safety vests, etc.)
- Operator training fees (proficiency, background, initial operator) and attendance (refresher)
- Fuel to be used for stranded motorists, etc.

Please refer to Exhibit A, Scope of Services to ensure that all possible costs are covered in the proposed pricing. Proposed firm-fixed rates also includes profit margin as well as, capital and other costs associated with the single back-up tow truck per service area requirement. **Also include all costs associated with having all trucks ready with communications equipment installation within the time frame described in Exhibit A, Scope of Services.**

**SERVICE AREA 1**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL (FSP) SERVICES  
OCTOBER 2, 2021 THROUGH OCTOBER 2, 2027**

**SERVICE AREA: 1**

**PRIMARY LOCATION: SR-91**

**TOTAL # OF TRUCKS: 3 TOW TRUCKS & 1 BACK-UP TOW TRUCK**

Please provide the price per RVH for the Freeway Service Patrol services outlined below:

<b>Beats 910, 911, 912 (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

<b>Additional Requested Off Peak or Weekend Service Using Existing Vehicles</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

The RVH rates quoted shall include all direct costs, indirect costs, other costs, and profit. Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 0-2574 and Addenda No. (s) \_\_\_\_\_
2. I understand that services performed under the terms of this agreement will be from October 2, 2021 through October 2, 2027.
3. I understand that service beats may be redeployed within a three mile radius of their current service area, and that midday, construction, and weekend service beats may be subject to modification or cancelation with 30-day notice.
4. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Service Area 1, Page 2 of 2)



**SERVICE AREA 3**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL (FSP) SERVICES  
OCTOBER 2, 2021 THROUGH OCTOBER 2, 2027**

**SERVICE AREA: 3**

**PRIMARY LOCATION: SR-22**

**TOTAL # OF TRUCKS: 3 TOW TRUCKS & 2 BACK-UP TOW TRUCK**

Please provide the price per RVH for the Freeway Service Patrol services outlined below:

<b>Beats 220, 221, 222, 225 (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

<b>Additional Requested Off Peak or Weekend Service Using Existing Vehicles</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

The RVH rates quoted shall include all direct costs, indirect costs, other costs, and profit. Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 0-2574 and Addenda No. (s) \_\_\_\_\_
2. I understand that services performed under the terms of this agreement will be from October 2, 2021 through October 2, 2027.
3. I understand that service beats may be redeployed within a three mile radius of their current service area, and that midday, construction, and weekend service beats may be subject to modification or cancelation with 30-day notice.
4. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Service Area 3, Page 2 of 2)

**SERVICE AREA 5**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL (FSP) SERVICES  
DECEMBER 4, 2021 THROUGH OCTOBER 2, 2027**

**SERVICE AREA: 5**

**PRIMARY LOCATION: I-405**

**TOTAL # OF TRUCKS: 3 TOW TRUCKS & 2 BACK-UP TOW TRUCK**

Please provide the price per RVH for the Freeway Service Patrol services outlined below:

<b>Beats 408, 409, 410 (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (12/4/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

<b>Beat 402* (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (12/4/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

\* Beat 402 hours are not guaranteed

<b>Additional Requested Off Peak or Weekend Service Using Existing Vehicles</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (12/4/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

The RVH rates quoted shall include all direct costs, indirect costs, other costs, and profit. Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

(Service Area 5, Page 2 of 3)

1. I acknowledge receipt of RFP 0-2574 and Addenda No. (s) \_\_\_\_\_
2. I understand that services performed under the terms of this agreement will be from December 4, 2021 through October 2, 2027.
3. I understand that Beat 402 (Construction Support) hours are not guaranteed and may be discontinued at any time.
4. I understand that service beats may be redeployed within a three mile radius of their current service area, and that midday, construction, and weekend service beats may be subject to modification or cancelation with 30-day notice.
5. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

BUSINESS LICENSE #: \_\_\_\_\_

LICENSE CLASSIFICATION \_\_\_\_\_

(Service Area 5, Page 3 of 3)

**SERVICE AREA 6**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL (FSP) SERVICES  
OCTOBER 2, 2021 THROUGH OCTOBER 2, 2027**

**SERVICE AREA: 6**

**PRIMARY LOCATION: I-5**

**TOTAL # OF TRUCKS: 3TOW TRUCKS & 1 BACK-UP TOW TRUCK**

Please provide the price per RVH for the Freeway Service Patrol services outlined below:

<b>Beats 500, 501, 502 (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

<b>Additional Requested Off Peak or Weekend Service Using Existing Vehicles</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

The RVH rates quoted shall include all direct costs, indirect costs, other costs, and profit. Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 0-2574 and Addenda No. (s) \_\_\_\_\_
2. I understand that services performed under the terms of this agreement will be from October 2, 2021 through October 2, 2027.
3. I understand that service beats may be redeployed within a three mile radius of their current service area, and that midday, construction, and weekend service beats may be subject to modification or cancelation with 30-day notice.
4. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Service Area 6, Page 2 of 2)

**SERVICE AREA 8**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL (FSP) SERVICES  
DECEMBER 4, 2021 THROUGH OCTOBER 2, 2027**

**SERVICE AREA: 8**

**PRIMARY LOCATION: I-5**

**TOTAL # OF TRUCKS: 3 TOW TRUCKS & 2 BACK-UP TOW TRUCKS**

Please provide the price per RVH for the Freeway Service Patrol services outlined below:

<b>Beats 506, 507, 508, 511, 512 (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (12/4/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

<b>Additional Requested Off Peak or Weekend Service Using Existing Vehicles</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (12/4/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$



The RVH rates quoted shall include all direct costs, indirect costs, other costs, and profit. Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 0-2574 and Addenda No. (s) \_\_\_\_\_
2. I understand that services performed under the terms of this agreement will be from December 4, 2021 through October 2, 2027.
3. I understand that service beats may be redeployed within a three mile radius of their current service area, and that midday, construction, and weekend service beats may be subject to modification or cancelation with 30-day notice.
4. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Service Area 8, Page 2 of 2)

**SERVICE AREA 10**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 0-2574  
FREEWAY SERVICE PATROL (FSP) SERVICES  
OCTOBER 2, 2021 THROUGH OCTOBER 2, 2027**

**SERVICE AREA: 10**

**PRIMARY LOCATION: SR-55**

**TOTAL # OF TRUCKS: 3 TOW TRUCKS & 1 BACK-UP TOW TRUCK**

Please provide the price per RVH for the Freeway Service Patrol services outlined below:

<b>Beats 550, 551, 552 (Per Attachment A)</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

<b>Additional Requested Off Peak or Weekend Service Using Existing Vehicles</b>				
<b>Rate #</b>	<b>Evaluation Criteria (Average Fuel Cost Per Gallon)</b>	<b>FY 2022 &amp; 2023 (10/2/2021 - 6/30/2023) Rate Per RVH</b>	<b>FY 2024 &amp; 2025 (7/1/2023 - 6/30/2025) Rate Per RVH</b>	<b>FY 2026, 2027 &amp; 2028 (7/1/2026 - 10/2/2027) Rate Per RVH</b>
1	\$1.00 - \$2.00	\$	\$	\$
2	\$2.01 - \$3.00	\$	\$	\$
3	\$3.01 - \$4.00	\$	\$	\$
4	\$4.01 - \$5.00	\$	\$	\$
5	\$5.01 - \$5.00	\$	\$	\$
6	\$6.01 - \$7.00	\$	\$	\$

The RVH rates quoted shall include all direct costs, indirect costs, other costs, and profit. Offeror's should take into consideration all vehicles, equipment, operating cost, insurance, training classes, personnel, tool, supplies, expendable items, incidentals, deadhead, etc. Please refer to the Scope of Services to ensure that you have covered all possible costs in your proposal.

1. I acknowledge receipt of RFP 0-2574 and Addenda No. (s) \_\_\_\_\_
2. I understand that services performed under the terms of this agreement will be from October 2, 2021 through October 2, 2027.
3. I understand that service beats may be redeployed within a three mile radius of their current service area, and that midday, construction, and weekend service beats may be subject to modification or cancelation with 30-day notice.
4. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

BUSINESS LICENSE #: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

(Service Area 10, Page 2 of 2)

**EXHIBIT C: PROPOSED AGREEMENT**



EXHIBIT C

relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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.

**Names**

**Functions**

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

EXHIBIT C

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 \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_, 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 provisions set forth in Article 6, AUTHORITY shall pay CONTRACTOR on a time-and-expense price basis in accordance with the following provisions.

B. CONTRACTOR agrees to provide all personnel, facilities, effort, materials and equipment required to complete, to the full satisfaction of AUTHORITY and the State of California Department of Transportation (hereinafter referred to as "CALTRANS"), and the California Highway Patrol (hereinafter referred to as "CHP"), all the work described in the Scope of Services. The AUTHORITY's Project Manager will review the fuel prices every quarter. Vehicle service hour ("VSH") rates will remain firm for three (3) months at a time; and AUTHORITY agrees to pay CONTRACTOR as per the following fixed hourly rates for the services;

SERVICE AREA #: \_\_\_\_\_

- |    |  |              |
|----|--|--------------|
| 1. | If fuel costs between \$2.00 - \$3.00/gallon | \$_____ /VSH |
| 2. | If fuel costs between \$3.01 - \$4.00/gallon | \$_____ /VSH |
| 3. | If fuel costs between \$4.01 - \$5.00/gallon | \$_____ /VSH |
| 4. | If fuel costs between \$5.01 - \$6.00/gallon | \$_____ /VSH |
| 5. | If fuel costs between \$6.01 - \$7.00/gallon | \$_____ /VSH |

C. Reimbursement: AUTHORITY shall reimburse CONTRACTOR on an hourly basis in accordance with the CHP monthly billing statement for services rendered during the hours of operation less any penalties listed on the CHP monthly billing statement. Actual costs shall not exceed the hourly



EXHIBIT C

rates set forth in this Article for the duration of this Agreement. Overtime policy shall be subject to prior approval by the CHP. CHP shall document all overtime requests. Overtime shall be reimbursed at the straight time rates and paid in quarter hour increments.

D. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-0-2574;
2. Specify the Beat number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and copy of the CHP monthly billing statement;
5. Such other information as requested by AUTHORITY;
6. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

E. Errors: Errors in billing will be resolved by AUTHORITY and the CONTRACTOR within ten (10) business days of receipt of invoice.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$ .00) 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 7. FUNDING**

Performance of the obligations herein is conditioned on the availability of funds from CALTRANS, CHP and AUTHORITY, which may be appropriately applied by AUTHORITY to the services to be provided hereunder.

**ARTICLE 8. NOTICES**

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sue Ding

Sr. Contract Administrator

(714) 560 - 5631

sding@octa.net

**ARTICLE 9. INDEPENDENT CONTRACTOR**

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of

EXHIBIT C

an independent contractor. CONTRACTOR's personnel performing services 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 and similar matters.

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

**ARTICLE 10. INSURANCE**

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

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

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

3. Excess Liability with a minimum limit of \$5,000,000.00;

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

5. Garage Liability - \$ 1,000,000.00 Coverage;

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

7. On-Hook Liability: Listed below are the insurance endorsements for the On-Hook Liability coverage's which shall be required for tow truck services:

EXHIBIT C

<u>Gross Vehicle Weight</u>	<u>Coverage Per Accident</u>
Less than 10,000 #	\$ 75,000
10 – 20,000 #	\$ 100,000
More than 20,000#	\$ 250,000

B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by 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. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-0-25740-2574; and, the Contract Administrator's Name, Sue Ding.

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

E. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

**ARTICLE 11. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-2574 and all addenda; (3) CONTRACTOR's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated by reference.

**ARTICLE 12. CHANGES**

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or

EXHIBIT C

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

8 **ARTICLE 13. DISPUTES**

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

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

20 **ARTICLE 14. TERMINATION**

21 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,  
22 by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay  
23 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined  
24 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONTRACTOR shall  
25 have no further claims against AUTHORITY under this Agreement.

26 B. In the event either Party defaults in the performance of any of their obligations under this

EXHIBIT C

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

**ARTICLE 15. MISSED SERVICE PENALTIES**

A. Mechanical Breakdown: If a truck goes out of service for mechanical reasons, the CONTRACTOR will be penalized in 15 minute increments at straight time up to 45 minutes, until such time that the truck either returns to service or a backup truck is deployed. If the repair takes longer than 45 minutes, the dock will be double the hourly rate. The start time for the dock will be the original time the FSP operator went out of service.

B. Missed Service: If an FSP operator arrives more than 30 minutes late to the beat, or if a truck is unavailable other than due to a mechanical breakdown, or if an eligible FSP operator is unavailable to work a shift, the CONTRACTOR will be penalized triple the hourly rate for each 15-minute increment of missed service.

C. Operator/Vehicle Removed from Service: If an FSP operator or vehicle is removed from service due to any violation of the CHP's Standard Operating Procedures ("SOP") or this Agreement, the CONTRACTOR will be penalized double the hourly rate for each 15 minutes that service is not provided.

D. Tardiness: If an FSP operator arrives late for service, the CONTRACTOR will be penalized double the hourly rate for the first 15 minutes that the FSP operator is tardy. After the first 30 minutes, the CONTRACTOR will be penalized triple the hourly rate as Missed Service from the beat start time, until the beat is covered.

EXHIBIT C

E. Non-Compliance with Driver Wage and Hour Requirements: Contractor shall comply with all federal, state and local wage and hour regulations, with specific emphasis on California Department of Industrial Relations Wage Order Nine, on-duty time, behind the wheel time, and rest time requirements. If CONTRACTOR fails to comply with commercial driver log book guidelines related to on duty, behind the wheel, and rest period requirements, CONTRACTOR shall be penalized One Hundred Dollars (\$100.00) for each employee occurrence. A pattern of non-compliance, or non-compliance with other federal, state and local regulations, may result in actions up to and including termination of this Agreement.

F. AUTHORITY has the right to modify penalties by providing a 30-day written notice to CONTRACTOR.

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

**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. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of



EXHIBIT C

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.

**Subcontractor Name/Addresses**

**Subcontractor Functions**

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

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

**ARTICLE 19. CONFLICT OF INTEREST**

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

provision herein. This disclosure requirement is for the entire term of this Agreement.

**ARTICLE 20. CODE OF CONDUCT**

CONTRACTOR agrees 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. CONTRACTOR agrees to include these requirements in all of its subcontracts.

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

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime CONTRACTOR or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

**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 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. PROHIBITED INTERESTS**

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

**ARTICLE 25. 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 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

**ARTICLE 26. PATENT AND COPYRIGHT INFRINGEMENT**

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes

EXHIBIT C

upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

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

**ARTICLE 27. FINISHED AND PRELIMINARY DATA**

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

B. It is expressly understood that any title to preliminary technical data is not passed to

EXHIBIT C

AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 12, and a price shall be negotiated for all preliminary data.

**ARTICLE 28. ALCOHOL AND DRUG POLICY**

A. CONTRACTOR agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988). CONTRACTOR agrees to produce any documentation necessary to establish its compliance with section 701-707.

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

**ARTICLE 29. CONTRACTOR PURCHASED EQUIPMENT**

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the AUTHORITY, CONTRACTOR must request prior written authorization from the AUTHORITY's project manager before making any purchase. As part of this purchase request, CONTRACTOR shall provide a justification for the necessity of the equipment or supply and submit copies of three (3) competitive quotations. If competitive quotations are not obtained, CONTRACTOR must provide the justification for the sole source.

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

C. At the expiration or termination of this Agreement, CONTRACTOR may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined, at CONTRACTOR's expense, on the basis of an independent appraisal. CONTRACTOR may sell the equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If

the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by  
AUTHORITY's project manager.

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

**ARTICLE 30. SETOFF**

If at any time, in the sole discretion of the AUTHORITY, it is reasonably believed that the  
CONTRACTOR is liable to the AUTHORITY for any costs, penalties and/or sums, the AUTHORITY shall  
be entitled to recover those costs, penalties and/or sums from any amounts that may be presently due  
and payable to the CONTRACTOR or may become due and payable to the CONTRACTOR, including,  
but not limited to payment for invoices submitted to the AUTHORITY for services provided under this  
Agreement.

**ARTICLE 31. FORCE MAJEURE**

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

**ARTICLE 32. HEALTH AND SAFETY REQUIREMENT**

CONTRACTOR shall comply with all the requirements set forth in Exhibit \_\_, Level 2 Safety  
Specifications.

/

/

/

/

1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-0-2574 to be  
2 executed as of the date of the last signature below.

3           **CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 By: \_\_\_\_\_

By: \_\_\_\_\_

5           Darrell E. Johnson  
            Chief Executive Officer

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

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

8           **APPROVED AS TO FORM:**

9  
10 By: \_\_\_\_\_

11           James M. Donich  
            General Counsel

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

13  
14           **APPROVED:**

15  
16 By: \_\_\_\_\_

17           Jennifer L. Bergener, Chief Operating Officer,  
            Operations/Deputy Chief Executive Officer

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



**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

<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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**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: \_\_\_\_\_

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

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

- |   |           |          |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor  | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant   | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime<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.

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

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

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

Date(s) of Contribution(s): \_\_\_\_\_

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

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

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

Date(s) of Contribution(s): \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Steve Jones, Chairman**  
**Andrew Do, Vice Chairman**  
**Lisa A. Bartlett, Director**  
**Doug Chaffee, Director**  
**Laurie Davies, Director**  
**Barbara Delgleize, Director**  
**Michael Hennessey, Director**  
**Gene Hernandez, Director**  
**Joseph Muller, Director**  
**Mark A. Murphy, Director**  
**Richard Murphy, Director**  
**Miguel Pulido, Director**  
**Tim Shaw, Director**  
**Harry S. Sidhu, Director**  
**Michelle Steel, Director**  
**Donald P. Wagner, Director**



**EXHIBIT F: SAFETY SPECIFICATIONS**

## LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

#### C. INJURY AND ILLNESS PREVENTION PROGRAM

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

#### D. SUBSTANCE ABUSE PREVENTION PROGRAM

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

#### E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

**F. STORM WATER POLLUTION PREVENTION PLAN**

1. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE**

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. 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.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required 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.
5. 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.
6. 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.

## **H. SCOPE PLANNING**

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

## **I. ORIENTATION**

1. 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. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 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. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

## **J. TRAFFIC & PARKING**

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

## **K. GENERAL PROVISIONS**

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. 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.
4. 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.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

## **1.2 ENVIRONMENTAL 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.

### **1.3 INCIDENT NOTIFICATION AND INVESTIGATION**

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
  2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  3. Incidents impacting the environment, i.e. spills or releases on Authority 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 public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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.

#### 1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

## **1.6 WARNING SIGNS AND DEVICES**

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

## **1.7 REFERENCES**

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

**END OF SECTION**



**EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

Offeror:\_\_\_\_\_

RFP No.:\_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No.\_\_\_\_\_

Complete Description of Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Below Reserved for Authority Use Only:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

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

### **Option #1: Public Records Act Indemnification Agreement**

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

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

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

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

---

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

Contact Name: \_\_\_\_\_ (Print Name)

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

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

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

**Option #2: Non-Applicability**

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

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

Contact Name: \_\_\_\_\_ (Print Name)

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

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

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